

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Monday, November 17, 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

Livestream Here:

<https://norcrossga.portal.civicclerk.com/event/179/media>

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

- * Solid Waste Recycling – Steve Edwards

- * Artwork for Utility Box Wraps - Elizabeth Simpson, NPAC

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

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

- * Downtown Development Authority

- * Norcross Housing Authority

- * Norcross Public Arts Commission

H. Items for Discussion**1. 2025-317: Consideration Adopting the Buford Highway Safe Streets for All (SS4A) Safety Action Plan Created by the City of Doraville GA**

Adopt the Buford Highway Safe Streets for All (SS4A) Safety Action Plan created by the City of Doraville.

Attachments:

1. Agenda Report - Adoption of Buford Highway Safety Action Plan Prepared by City of Doraville

2. 2025-320: SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry Zoning

Consideration of a Special Use for an Adult Daycare in M1 Light Industry

ZoningConsideration of a request for a Special Use Permit (SUP2025-005) to allow an Adult Day Care Center at 2211 Beaver Ruin Road, Suite 190, with conditions as recommended by staff and the Planning and Zoning Board.

Attachments:

1. Agenda Report - SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry
2. SUP2025-005 - Staff Report
3. Impact Analysis
4. SUP2025-005 - Application

3. 2025-321: RZ2025-005; Consideration of a Rezoning to the M1 (Light Industry) District

Consideration of a request to rezone approximately 5.24 acres to the M1 (Light Industry) District to allow for light industrial-related uses and outdoor storage, with five (5) conditions as recommended by the Community Development and Planning Department and supported by the Planning and Zoning Board.

Attachments:

1. Agenda Report - RZ2025-005; Consideration of a rezoning to the M1 (Light Industry) District
2. RZ2025-005 - Staff Report
3. RZ2025-005 - Application

4. 2025-322: RZ2025-004; Consideration of Rezoning to BH (Buford Highway) District

Consider the rezoning request from its current zoning to BH (Buford Highway) District, with consideration of the conditions recommended by staff and the Planning and Zoning Board.

Attachments:

1. Agenda Report - RZ2025-004; Consideration of Rezoning to BH (Buford Highway) District
2. RZ2025-004 - Staff Report
3. RZ2025-004 - Application
4. Letter of Intent
5. Georgia Historic Resources Survey

5. 2025-324: COA2025-027; Consideration of a Historic Demolition and New Home

Consideration of the applicant's request for the demolition of a historic contributing structure and construction of a new single-family residence, with conditions as outlined by the Community Development and Planning Department and the Architectural Review Board.

Attachments:

1. Agenda Report - COA2025-027; Consideration of a Historic Demolition and New Home
2. COA2025-027 - Staff Report
3. COA2025-027 - Application
4. Engineer Report from Michael Quinn and Associates, P.C.
5. COA2025-027 - Financial Statement
6. Georgia Historic Resources Survey
7. Historic Demolition Questionnaire

6. 2025-325: City Council Appeal of ARB Approval of COA2025-037

Consider appeal of the Architectural Review Boards' approval of a Certificate of Appropriateness (COA2025-037) for 60 Barton Street.

Attachments:

1. Agenda Report - City Council Appeal of ARB Approval of COA2025-037
2. ARB Agenda Packet 10.21.2025
3. Draft ARB Meeting Minutes
4. Letters of Support

- 7. 2025-330: Amendment to the Unified Development Ordinance**
Staff recommends review of several proposed changes to the Unified Development Ordinance (UDO). Items to be removed are in red strike through, items to be added are in bold, underlined italics and highlighted in yellow on the attached documents.
Attachments:
 1. Agenda Report - Amendment to the Unified Development Ordinance
 2. Chapter 100 & 200 Changes
- 8. 2025-328: Public Safety Building – Motorola 911 Radio Equipment Agreement**
Approve an agreement with Motorola to move/upgrade/add 911 radio equipment in the new public safety building, subject to legal's review and approval.
Attachments:
 1. Agenda Report - Public Safety Building – Motorola 911 Radio Equipment Agreement
 2. Reimbursement Approval Letter from Gwinnett County
 3. City of Norcross New 911 Center Relocation Contract with Motorola
- 9. 2025-281: GEMA Cybersecurity Grant Opportunity**
Request approval to move forward with accepting a State and Local Cybersecurity Grant Agreement for FY22 between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and the City of Norcross in the amount of \$417,000.
Attachments:
 1. Agenda Report - GEMA Cybersecurity Grant Opportunity
 2. State and Local Cybersecurity FY22 Grant Agreement
 3. MOU between GEMA_Homeland Security and Norcross
- 10. 2025-326: Residential Decorative Streetlighting**
Approve continuing the current practice of replacing decorative streetlights with similar LED fixtures (acorn or colonial style) and adding light shields on all new residential LED lights to reduce glare.
Attachments:
 1. Agenda Report - Residential Decorative Streetlighting
 2. Pictures of Decorative Streetlights
- 11. 2025-319: Accept and Appropriate Grant Funds from Norfolk Southern**
Accept and appropriate grant funding in the amount of \$30,000.00 received from Norfolk Southern to complete two City of Norcross Historic Downtown Enhancement projects: 1. Skin Alley Improvements and 2. Cultural Arts Center Improvements.
Attachments:
 1. Agenda Report - Accept and Appropriate Grant Funds – Norfolk Southern
 2. Grant Funding Approval
 3. Grant Request from NFS RR-Norcross
 4. Budget Amendment/Appropriation

- 12. 2025-327: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy**
Adopt the attached updates/revisions to the City of Norcross Financial Policy, Section III – Purchasing and the attached amendment to the City Code of Ordinances to amend provisions related to Chapter 16, Article III – Purchasing and Contracts.
Attachments:
1. Agenda Report - Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy
2. Amended – PART III (Purchasing) Policy – City of Norcross
- 13. 2025-318: Brick Paver Repair on Jones St. and South Peachtree St**
Approve a cost-effective approach for resetting of brick pavers on Jones St. and South Peachtree St. due to uneven areas.
Attachments:
1. Agenda Report - Brick Paver Repair on Jones St. and South Peachtree St.
- 14. 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 meeting for the same purpose.
Attachments:
1. Agenda Report - Ability To Vote On Select Items At Policy Work Sessions
2. Draft Ordinance for 2-36 Amendment
3. Sec 2-36 Redlines
- 15. 2025-323: Policy on Use of Artificial Intelligence (AI)**
Direct the City Manager, working with the City Attorney, to develop a proposed policy for Council consideration on the use of Artificial Intelligence (AI) by City employees.
Attachments:
1. Agenda Report - Policy on Use of Artificial Intelligence (AI)
- 16. 2025-329: Adopt Publication of News and Newsletters Using RoughDraft Publication**
Approve a change in the City's newsletter publication to a set of mailed and online materials distributed by RoughDraft in lieu of the current monthly newsletter and authorize the Mayor to sign an agreement.
Attachments:
1. Agenda Report - Adopt Publication of News and Newsletters using RoughDraft Publication
2. Sample Monthly Content for City of Brookhaven and Sample Newsletter
3. Draft Agreement

17. 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.

Attachments:

1. Agenda Report - Monthly Report on Requests and Inquiries - NOV PWS

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

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

AGENDA REPORT

To: Mayor and Council

From: Tracy Rye, Assistant City Manager

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-317

Title: Consideration Adopting the Buford Highway Safe Streets for All (SS4A) Safety Action Plan Created by the City of Doraville GA

CC: Eric Johnson, City Manager

Recommendation

Adopt the Buford Highway Safe Streets for All (SS4A) Safety Action Plan created by the City of Doraville.

Background

In September 2022, the City of Doraville applied to the Federal Highway Administration (FHWA) for a Safe Streets for All (SS4A) grant in order to develop a Safety Action Plan (SAP) for Buford Highway. The study area was a 13-mile stretch of Buford Highway (also known as State Route 13) from Brookhaven to Norcross. Doraville partnered with the cities of Brookhaven, Chamblee, and Norcross, as well as Gwinnett County, the Chamblee Doraville Community Improvement District (CID), the Atlanta Regional Commission (ARC), and GDOT on the application and the development of the Safety Action Plan through a Governance Committee which met for roughly one year. The Doraville project management team participated in public information sessions within each jurisdiction including presenting at the PDC and tabling at the Norcross Dia de los Muertos festival in 2024, along with hosting a walking tour of the corridor within Norcross in early 2025.

The SAP covers Buford Highway from the Fulton-DeKalb limits through Brookhaven, Chamblee, Doraville, unincorporated Gwinnett County, all the way to Norcross just beyond the intersection of Langford Road and Buford Highway with the Vision to: *“(b)uild a safer, more livable Buford Highway through interventions that prioritize the safety and comfort of vulnerable road users.”* Ultimately, *“(t)he Buford Highway Safety Action Plan (SAP) focuses on the infrastructure of the roadway and large and small actions that will improve the safety of the roadway and quality of life for people walking, bicycling, riding transit, or driving cars...(and) advances bold, generational visions for reimagining one of metropolitan Atlanta’s signature corridors. It also highlights small actions that will make the road better tomorrow. In both cases, it encourages action.”*

The intent of the plan is to create safety improvement projects that can be quickly tackled by the local municipalities on Buford Highway, as well as medium and long-term projects This includes

everything from basic maintenance like trimming foliage and sidewalk repair, to policy decisions like maintenance agreements with GDOT, and major capital projects like intersection improvements.

Due to the involvement of many jurisdictions in helping Doraville create this plan, and due to the number of local jurisdictions receiving funds to create their own city-wide SAPs through the SS4A program, the City of Doraville has asked that those jurisdictions involved with the Governance Committee consider adopting the Buford Highway Safety Action Plan. The plan will also complement the Norcross city-wide Safety Action Plan which is currently in the contract phase with FHWA awaiting signature.

Gwinnett County will consider adopting after completion of their own Safety Action Plan;
Brookhaven is planning to consider adoption at their November 18th meeting;
Chamblee is discussing internally;
Doraville adopted in August 2025

Financial Impact

None in the short term. However, adoption of the SAP opens the City up to be able to apply for demonstration and implementation grants from FHWA for any of the projects or strategies listed in the plan.

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. Further the City's tradition of strong representational leadership and a high level of quality services.

Attachments

NA Due to document size, the Doraville Buford Highway Safety Action Plan is [linked here for review](#), please scroll to the bottom of the linked page to access the final document.



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: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-320

Title: SUP2025-005 Consideration of an Adult Daycare in a M1 Light Industry Zoning

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of a Special Use Permit to allow an Adult Day Care Center at the subject property, subject to the following conditions:

1. Hours of operation for the adult day care center to be Monday through Friday 8:30 AM to 1:30 PM, with hours of operation for administrative offices to be Monday through Friday 8:00 AM to 4:00 PM.
2. Shall comply with all state requirements.
3. Shall comply with all health department requirements.
4. Peddlers and/or parking lot sales shall be prohibited.
5. The owner of the establishment shall repair any graffiti or vandalism within 72 hours of notice from the City.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of SUP2025-005 with staff's five (5) recommendations listed above.

Background

The applicant is requesting a special use permit for an adult day care center in Suite 190 at 2211 Beaver Ruin Road, which is a M1-(Light Industry) zoned property, which is 10.8 acres. Proposed hours and days of operation for the day care program will be 8:30 am to 1:30 pm, Monday through Friday and the administrative office 8:00 am to 4:00 pm, Monday through Friday. The proposed floor plan includes a main activity room, exercise room, rest area, media room, kitchen, dining room, reading room, and administrative offices. Of the 520 parking spaces available, 148 spaces are allocated to the day care center. Projected membership is approximately 200 seniors with most of the members arriving via non-emergency transportation pick-up and drop-off services.

Financial Impact

N/A

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

1. Staff Report
2. Impact Analysis
3. Application



SPECIAL USE PERMIT

Case Number	SUP2025-005
Petitioner	Suzie Home Care, Inc., DBA Loving Hands Senior Center
Property Location	2211 Beaver Ruin Road, Suite 190
Current Zoning	M1 (Light Industry District)
Proposed Zoning	N/A
Proposed Use	Adult Day Care Center
Character Area	Character Area 12: I-85 Activity Center
Site Acreage	10.8 Acres
District	6
Land Lot	226
Parcel #	6226 396
Historic District	N/A
Taxes Paid	Yes

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of a Special Use Permit to allow an Adult Day Care Center at the subject property, subject to the following conditions:

1. Hours of operation for the adult day care center to be Monday through Friday 8:30 AM to 1:30 PM, with hours of operation for administrative offices to be Monday through Friday 8:00 AM to 4:00 PM.
2. Shall comply with all state requirements.
3. Shall comply with all health department requirements.
4. Peddlers and/or parking lot sales shall be prohibited.
5. The owner of the establishment shall repair any graffiti or vandalism within 72 hours of notice from the City.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of SUP2025-005 with staff's five (5) recommendations.

STAFF ANALYSIS

According to Section 103-11, the criteria by which a special use permit 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 a special use permit for an adult day care may be consistent and suitable in the view of the use and development of the adjacent and nearby properties. The area surrounding the subject parcel is developed with multi-family, office, warehouse, and commercial uses. The subject property houses several state departments, which include the Department of Labor, Human Services, Driver Services, and Community Health.

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

The proposed use for an adult daycare and associated administrative office space would not be anticipated to have any adverse effects on existing uses or usability of nearby properties. The proposed use meets the minimum parking requirements prescribed in the code for daycares, and the proposed hours of operation are standard. The applicant will be required to meet all state and health requirements as prescribed in the Supplemental Use Standards, Section 202.G, of the Unified Development Ordinance.

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 as currently zoned, and mostly all suites are occupied. The property owner could potentially rent the available space to tenants that have uses that are permitted by right in the M1-Light Industry 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.

The proposal may not result in a use which will or could cause an excessive 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.

The subject parcel is located within the I-85 Activity Center Character Area, which suggests a vision for the area that includes a mix of uses and intensity similar to that of Lindbergh Center in Atlanta, where a MARTA station, offices, and numerous restaurants and housing options are located.

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.

7) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal.

The policies and objectives of the Comprehensive Plan, in relationship to the proposed site and surrounding area, aligns and supports the applicant's request. The Comprehensive Plan outlines the vision for this area as one that includes a mix of uses. This request supports that vision. Policy 1-2 calls for redeveloping and enhancing existing commercial and industrial areas, and the addition of an adult day care not only complements the existing uses in the complex but also enhances the property's role as a community service hub.

8) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding, but not limited to traffic, storm drainage, land values and compatibility of land use activities.

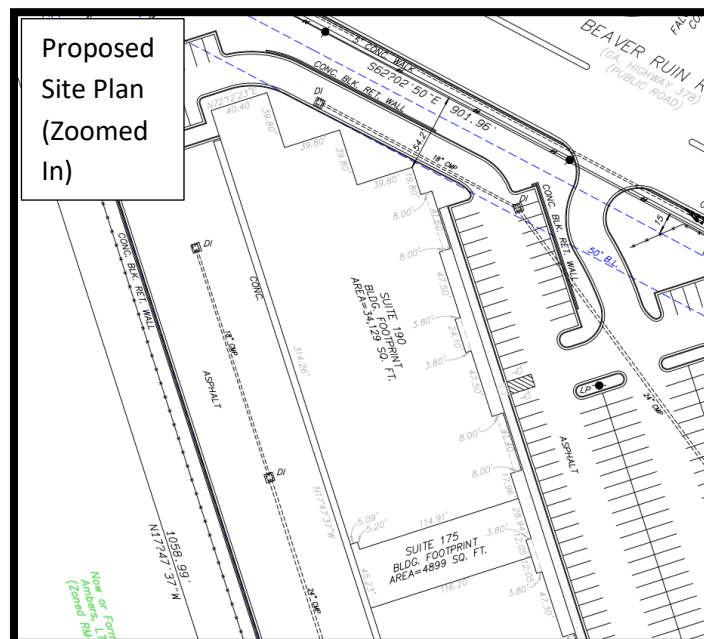
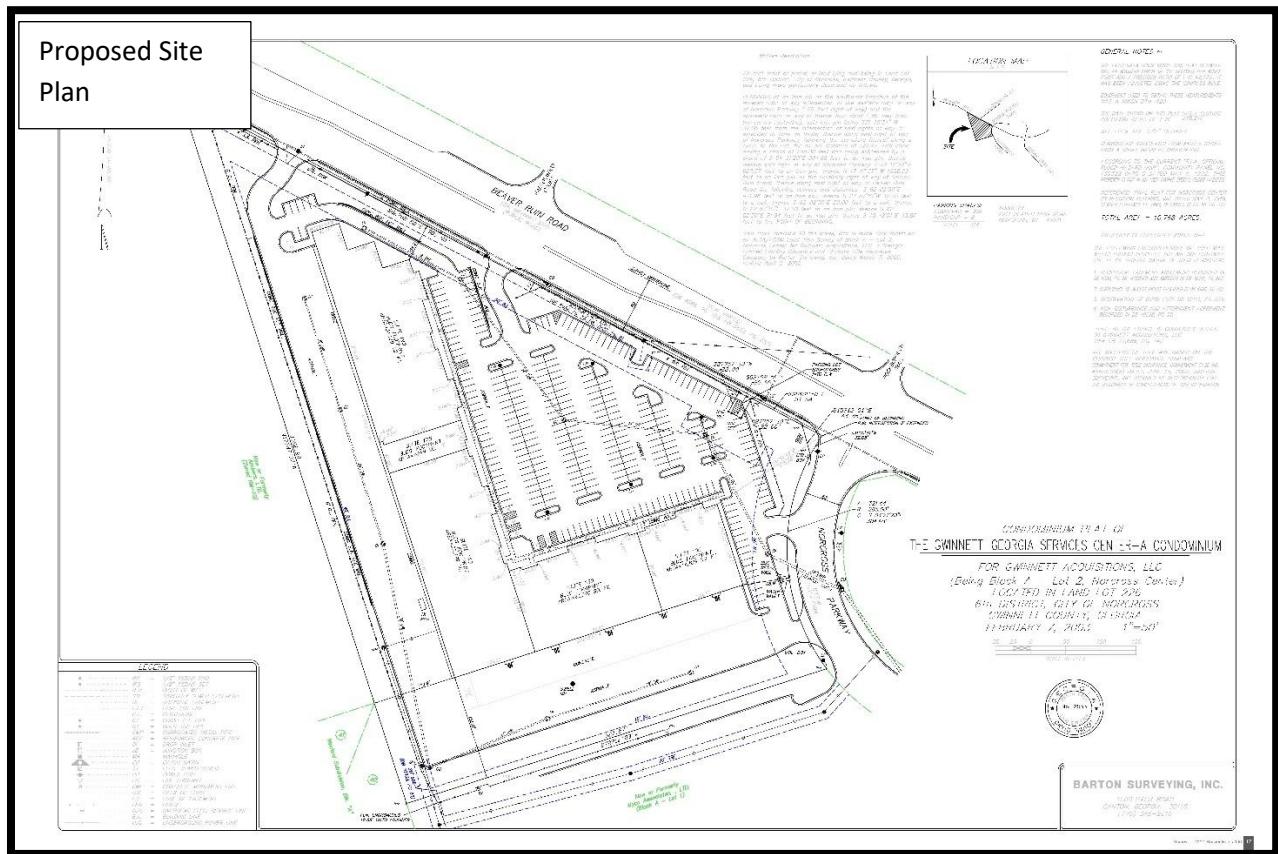
The proposed use will not have any adverse impact on the surrounding area. Storm drainage is already addressed as the site is already developed. Adjacent businesses in the complex are state departments, and a printing services company which have standard hours of operation.

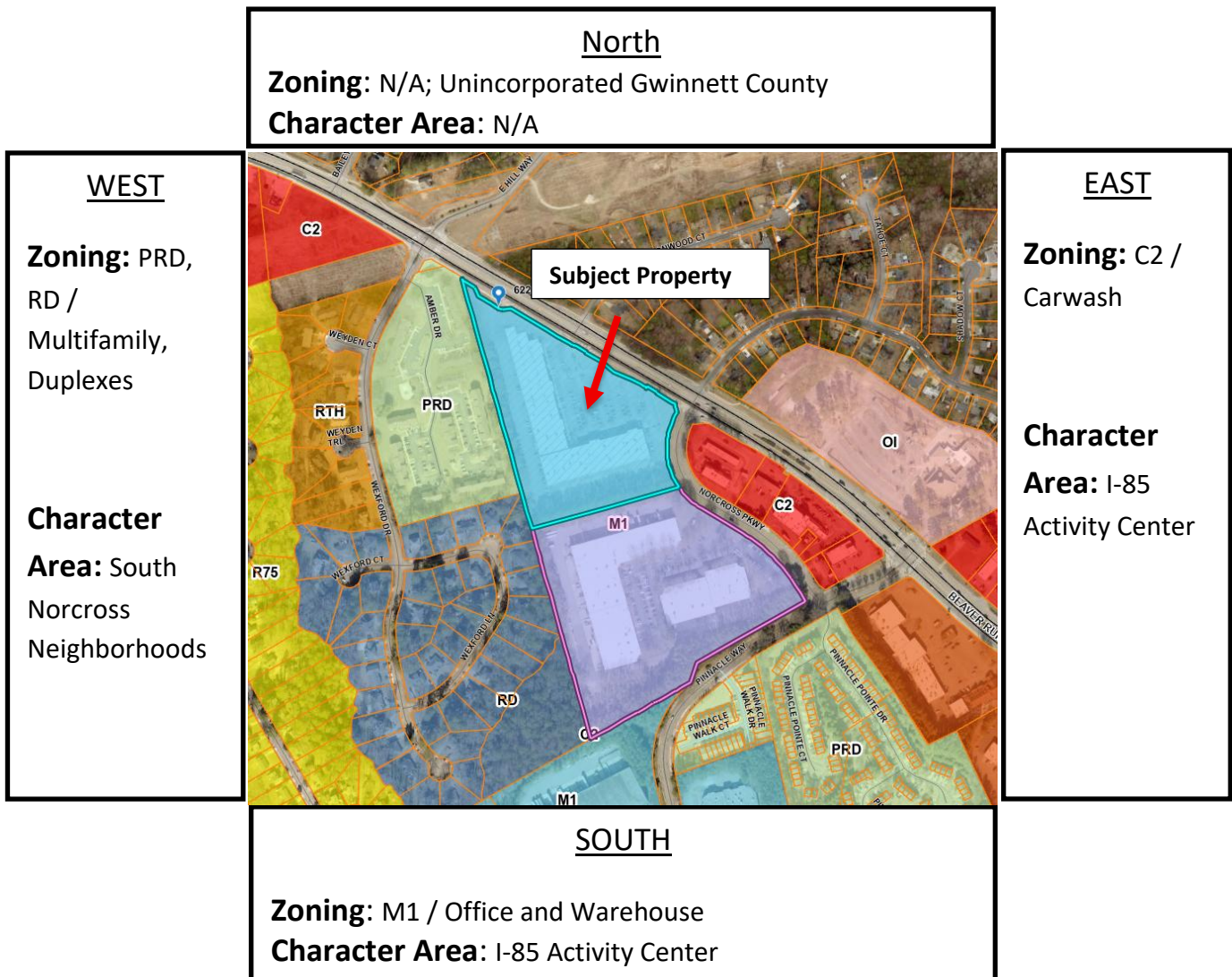
9) In the case of antennae and towers, the proposal will need to meet the standards listed in subsection 202)z)(5), special use permits.

This criterion does not apply to this request and is therefore not applicable.

The applicant is reminded that a special use permit can be considered for revocation, after public notice and a public hearing by the Mayor and Council, should it be determined that there are violations of any Norcross Ordinances with respect to the operations of the business.

Board	Meeting Type	Meeting Date	Time	Location
P&Z	Hearing	11/5/2025	6:30 PM	Conference Room 2 nd Floor
MCC Policy	Meeting	11/17/2025	6:30 PM	Conference Room 2 nd Floor
MCC Regular	Hearing	12/1/2025	6:30 PM	Council Chambers 1 st Floor





Summary of the applicant's proposal

The applicant is requesting a special use permit for an adult day care center in Suite 190 at 2211 Beaver Ruin Road, which is a M1-(Light Industry) zoned property, which is 10.8 acres. Proposed hours and days of operation for the day care program will be 8:30 am to 1:30 pm, Monday through Friday and the administrative office 8:00 am to 4:00 pm, Monday through Friday. The proposed floor plan includes a main activity room, exercise room, rest area, media room, kitchen, dining room, reading room, and administrative offices. Of the 520 parking spaces available, 148 spaces are allocated to the day care center. Projected membership is approximately 200 seniors with most of the members arriving via non-emergency transportation pick-up and drop-off services.

Request for a Special Use Permit

Mayor and City Council may grant special use permits per Sec. 103-11, subsection (c). The purpose of a special use permit is to provide a process for a use that is generally compatible with the use characteristics of a zoning district, but requires individual review of its location, design, height, intensity, configuration and public facility impact to determine the appropriateness of the use for any particular site and its compatibility with adjacent uses. A special use permit allows the Mayor and City Council to approve a special use on a particular parcel without changing the general zoning district. When considering a special use permit application, and in addition to standards governing the exercise of zoning power in section 103-11(a), the Planning and Zoning Board and Mayor and City Council shall consider:

- (1) Whether the policies and objectives of the comprehensive plan, particularly in relationship to the proposed site and surrounding area align and support the proposal, and
- (2) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding but not limited to traffic, storm drainage, land values and compatibility of land use activities.
- (3) In the case of a telecommunications antenna's and towers, the proposal will need to meet the standards listed in subsection 202-2(z)(5), special use permits.

Proposed Activities and Services:

The applicant offers music therapy, educational programming, health and wellness classes, games and activities that encourage mental stimulation, and entertainment. The organization includes an onsite director, secretary, registered nurse, and personal care aides.

Current zoning district for the property

The M1 (light industry) district is comprised of lands that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions. Daycares are not a specifically permitted use in the M1 (Light Industry) zoning district, therefore, the applicant is seeking a special use permit.

Non-residential criteria

Total square footage of suite: 34,129 (28,000 square feet allocated towards Day Care Center)

Required parking spaces: 40 (1 per 5 adults of design capacity)

Proposed parking spaces: 148 (520 total spaces available)

Days of Operation: Monday through Friday

Hours of Operation for Daycare Center: 8:30 AM to 1:30 PM

Hours of Operation for Administrative Office: 8:00 AM to 4:00 PM

Current Use(s) of the Property: Georgia Department of Labor, Human Services, Community Health, Driver Services, and a Printing Services business.

Criteria and Standards for Considering a Special Use Permit

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

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

The proposed Senior Day Care is compatible with surrounding properties. The site is in an M-1 light industrial district, but the property is already occupied by community-serving agencies such as DDS, DOL, and DCH. Adding a Senior Day Care complements these existing uses and enhances the property's role as a community service hub. Daytime hours, controlled traffic flow, and limited outdoor activity minimize impact on nearby industrial or office uses.

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

The proposed Senior Day Care will not adversely affect the existing use or usability of adjacent properties. With sufficient parking and traffic management, the Day Care integrates seamlessly into the existing property. The addition of senior care services will enhance the community-serving character of the site rather than disrupt it.

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

The proposed Senior Day Care has a reasonable economic use under M-1 zoning, as it is already functioning as a community service hub.

Using a portion of the building for Senior Day Care maximizes its utility and aligns with the city's intent to allow compatible special uses within M-1 districts.

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

The proposed Senior Day Care will not impose burdens on transportation, utilities, or schools. With 148 on-site parking spaces and daytime operations, traffic flow is manageable. Existing utilities support the additional use, and there is no impact on local schools.

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

Revised February 2024 While M-1 is light industrial, the Comprehensive Plan supports community-serving uses within the area. The Senior Day Care aligns with the city's goal of providing services for residents, particularly seniors, and complements existing agencies on-site.

- 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.

Existing conditions strongly support approval.

The property already hosts multiple community service agencies, making it a hub for local services. Adding Senior Day Care complements these uses and strengthens the property's value to the community. There are no environmental or logistical constraints that would negatively impact the proposed use.

- 7) Whether the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area align and support the proposal;

The proposed Senior Day Care at 2211 Beaver Ruin Road supports the goals of the Norcross Comprehensive Plan. By complementing the existing community service hub, including DDS, DOL, and DCH, the facility helps define Norcross' sense of place and enhances the city as a livable, inclusive, and safe environment. It provides daytime care, social engagement, and supportive services for seniors and adults with disabilities while delivering a high level of quality services and strengthening access to essential community resources. Overall, the Day Care reinforces the property's community-serving role and contributes positively to the neighborhood.

- 8) Whether the proposal has the potential for adverse impacts on the surrounding area, regarding but not limited to traffic, storm drainage, land values and compatibility of land use activities.

Traffic: Daytime operations with limited clients/staff and existing parking (148 spaces) maintain manageable flow.

Storm Drainage: Existing infrastructure is sufficient; no major modifications planned.

Land Values: The Day Care complements existing uses, likely enhancing property values.

Land Use Compatibility: The use is compatible as a permitted special use within M-1 zoning, complementing office and service-oriented activities.

Conclusion:

The Senior Day Care is compatible with M-1 zoning as a Special Use Permit, provides significant community benefits, and does not negatively impact surrounding properties or infrastructure.



SPECIAL USE PERMIT APPLICATION

Due to ongoing phishing scams/activity in the metro Atlanta area with respect to public hearing applicant contact information, contact information is redacted for the purposes of posted agendas. To contact an applicant, reach out to Community Development at communitydevelopment@norcrossga.net.

PROPERTY OWNER'S INFORMATION

Owner's Name: Atlanta General Education Center Inc. Young Soo Min

Owner's Address: 2211 Beaver Ruin Rd Unit 190

City: Norcross State: GA Zip Code: 30071

APPLICANT'S CONTACT INFORMATION

Applicant's Name: Suzie Home Care Inc dba Loving Hands Senior Center Young Soon Cho

Applicant's Address: 2211 Beaver Ruin Rd Unit 190

City: Norcross State: GA Zip Code: 30071

PROPERTY LOCATION

Tax Parcel Number(s): R6226-501 Size in Acres: 10.7 Acres

Address(es): 2211 Beaver Ruin Rd Unit 190 Norcross, GA 30071

Number of existing structures: 1 Number of parking spaces: 2211 Beaver Ruin Total - 520

* Dedicated for Unit 190: 148

PROPOSED USE

Current Zoning: M1 Requested Zoning: SUP

Date of Pre-Application Mtg: 9/16/25

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

Land Use Plan Designation: M1

Proposed Use:

The proposed Senior Day Care at 2211 Beaver Ruin Road is compatible with the current land use plan and is being requested as a Special Use Permit within the M-1 light industrial zoning district. While the property is zoned for light industrial uses, it is already occupied by community-serving agencies such as DDS, DOL, and DCH.

The addition of a Senior Day Care complements these existing uses and enhances the property's role as a community service hub. The facility will provide daytime care, social activities, and supportive services for seniors. It will serve the local community while maintaining the character of the area and supporting the intent of the land use plan. The operation will comply with all applicable local, state, and federal regulations.

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



Signature of Applicant

9/23/25

Date

CITY USE ONLY. DO NOT WRITE BELOW

Date received: _____ Receipt Number: _____ 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 PROPERTY OWNER OR APPLICANT'S ATTENDANCE AT ALL MEETINGS IS REQUIRED)



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: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-321

Title: RZ2025-005; Consideration of a Rezoning to the M1 (Light Industry) District

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to M1 (Light Industry District), subject to the following:

1. The property shall be developed in general conformance with the site plan dated receipt 08/19/2025; and in conformity with the City of Norcross Unified Development Ordinance.
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
3. Provide a 40-foot buffer adjacent to residentially zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
4. Provide a 20-foot buffer adjacent to the OI, Office-Institutional, zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
5. No auto-oriented commercial use allowed.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to M1 with staff's five (5) recommendations.

Background

The applicant is requesting to rezone to the M1 (Light Industry) zoning district on a 5.24-acre lot to allow for light industrial related uses, and outdoor storage. The property is currently used for a landscaping service business. The property owner is actively searching for a new tenant, so there is no proposed use currently. The property owner is considering equipment rental, auto-sales, fleet vehicle rental and parking, landscaping services and a building material use. All seven existing buildings will remain.

Financial Impact

N/A

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

1. Continues to define Norcross' sense of place
2. Maintains a Vibrant Economy and Continue to Facilitate Job Growth

Attachments

1. Staff Report
2. Application



REZONING

Case Number	RZ2025-005
Petitioner	William H. Waddell
Property Location	5324 Old Norcross Road
Current Zoning	C2 (General Business District)
Proposed Zoning	M1 (Light Industry District)
Proposed Use(s)	Landscaping Services, Auto Sales, Fleet Vehicle Parking, Storage
Character Area	Character Area 8: Langford Drive
Site Acreage	5.24 Acres
District	6
Land Lot	241
Parcel #	6241 010
Taxes Paid	Yes
Historic District	N/A

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to M1 (Light Industry District), subject to the following:

1. The property shall be developed in general conformance with the site plan dated receipt 08/19/2025; and in conformity with the City of Norcross Unified Development Ordinance.
2. Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
3. Provide a 40-foot buffer adjacent to residentially zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
4. Provide a 20-foot buffer adjacent to the OI, Office-Institutional, zoned properties. This buffer depth may be reduced by 50 percent if they include an eight-foot-high screening wall. If the buffer cannot be met, applicant must submit an application for a variance.
5. No auto-oriented commercial use allowed.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to M1 with staff's five (5) recommendations.

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 proposed use may permit a use that is suitable in view of the use and development of adjacent and nearby properties. The C2, General Business, zoned properties south of Old Norcross Road are mostly industrial in nature, and a rezoning of the subject property to the M1, Light Industry, will create a transition between the unincorporated residentially zoned properties to the south of the subject property and the C1, Neighborhood Business, and OI, Office Institutional, zoned properties to the north. To minimize the impact on the adjacent residentially zoned properties, staff is recommending the installation of a code required 40-foot landscape buffer along the southern and eastern property lines as a condition of approval. To minimize the impact on the adjacent OI, Office Institutional, zoned properties, staff is recommending the installation of a code required 20-foot landscape buffer along the north and northeast property lines as a condition of approval. These buffer depths may be reduced by 50 percent if they include an eight-foot-high screening wall.

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

The proposed use may not adversely affect the existing use or usability of adjacent or nearby property if a 40-foot landscape buffer is installed to protect the residentially zoned properties along the southern and eastern property lines, and a 20-foot landscape buffer along the north and northeast property lines. These buffer depths may be reduced by 50 percent if they include an eight-foot-high screening wall.

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

The property may have a reasonable economic use as currently zoned. The current zoning is C2, General Business, which does not support light industrial uses without an approval of a special use permit.

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

The proposal may not result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools. The site as presented is fully developed.

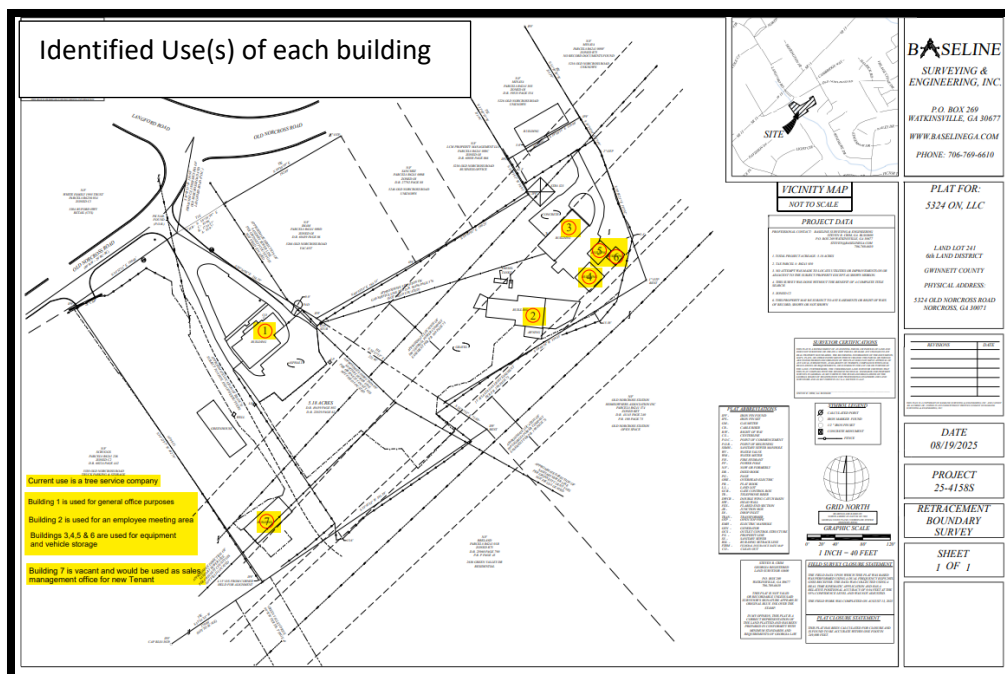
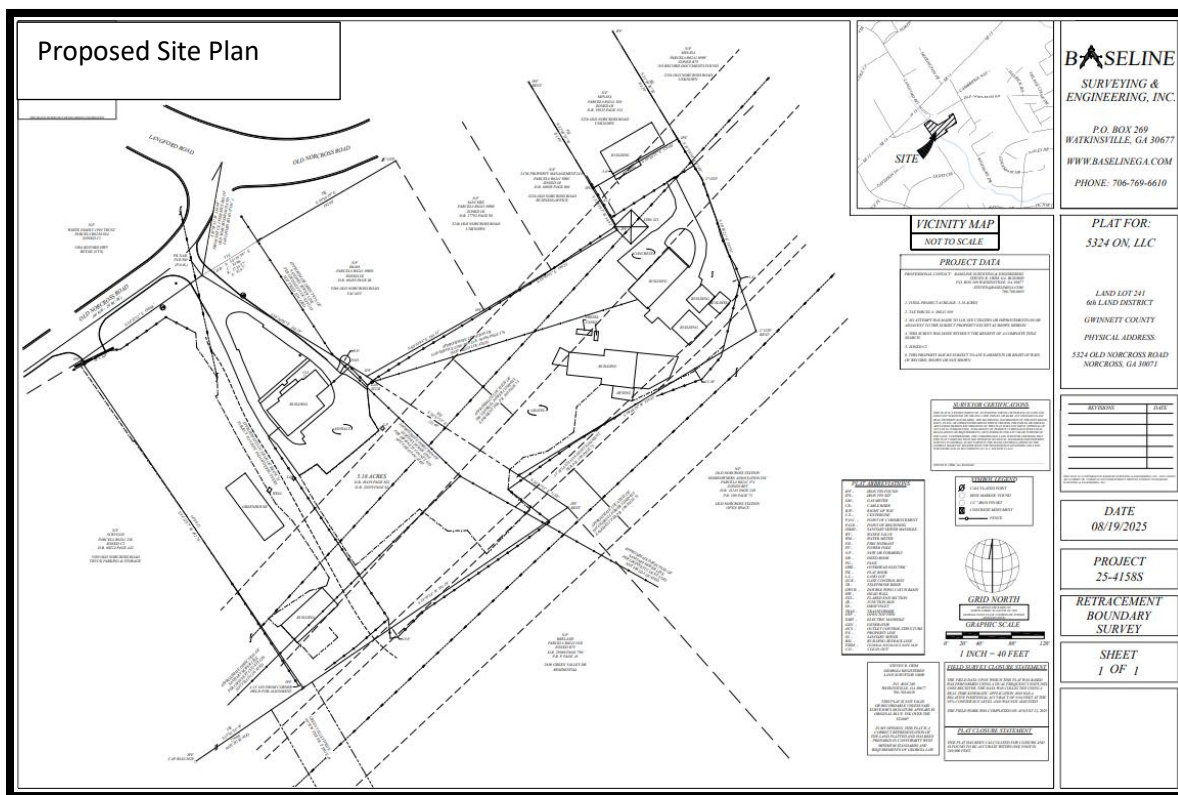
5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan.

The proposal is in conformity with the policy and intent of the Comprehensive Plan. The subject parcel is located within Langford Road Industrial Center Character Area. The Langford Road Industrial Center Character Area is a preferred location for general commercial and industrial uses. Specifically, clean, light industrial uses that have a minimal impact on nearby residential use are encouraged. Policy 1-2 calls for redeveloping and enhancing existing commercial and industrial uses.

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.

Board	Meeting Type	Meeting Date	Time	Location
P&Z	Hearing	11/5/2025	6:30 PM	Conference Room 2 nd Floor
MCC Policy	Meeting	11/17/2025	6:30 PM	Conference Room 2 nd Floor
MCC Regular	Hearing	12/1/2025	6:30 PM	Council Chambers 1 st Floor

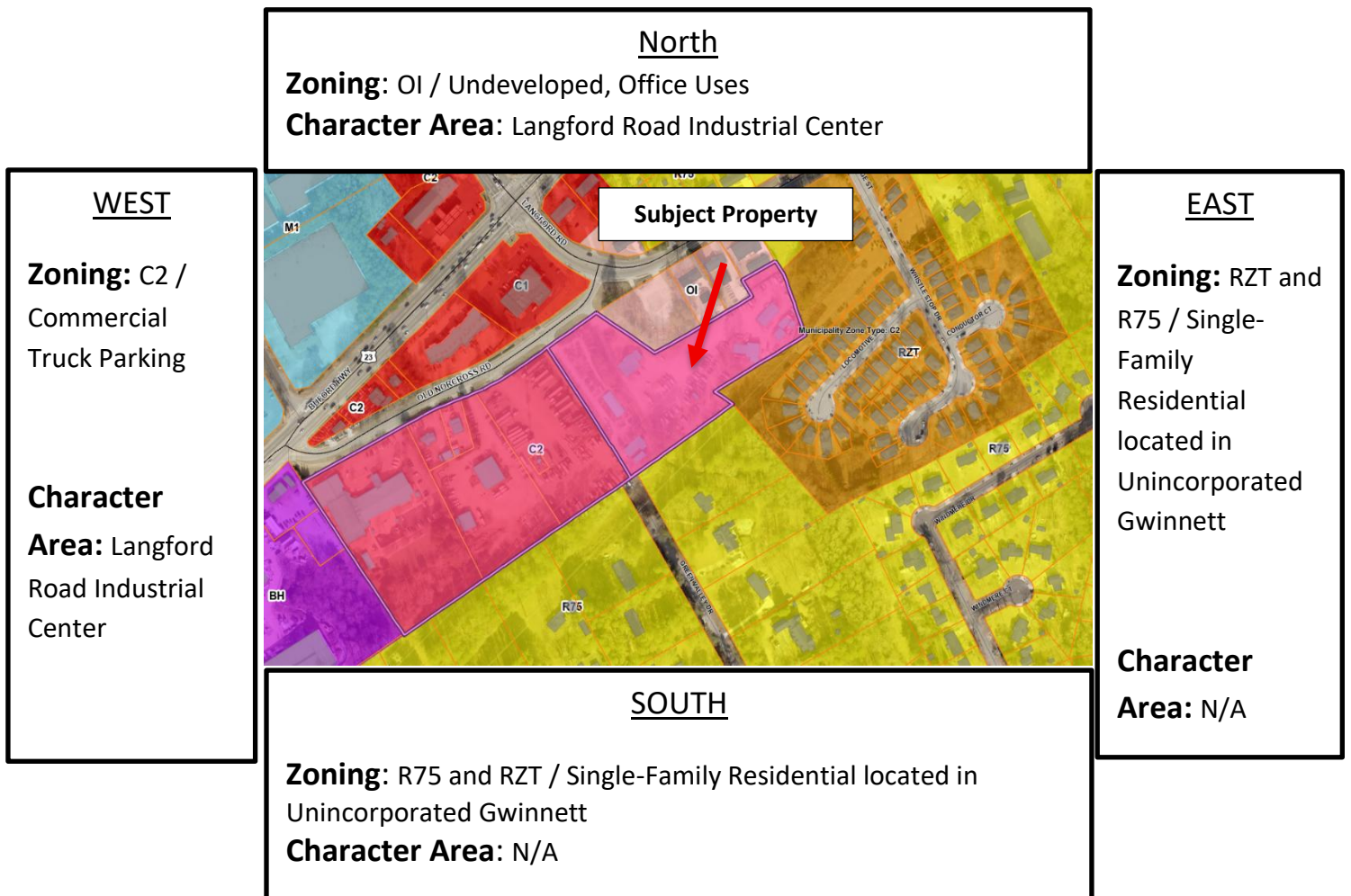


**Viewpoint from
Old Norcross Road,
which shows
Building #1 (Office)**



**Viewpoint from Old
Norcross Road,
which shows Building
#7 (Currently Vacant)**





Current zoning district for the property

The C2 (General Business) district is established to provide adequate space in appropriate locations along major streets, thoroughfares and at intersections for various types of business and service uses. These uses should include the retailing of major goods and services, general office facilities, and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a larger area than in the C1 (Neighborhood Business) district because it is intended to serve a greater population and to offer a wider range of goods and services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

Requested zoning district for the property

The M1 (Light Industry) district is comprised of lands that are located on, or have ready access to, a major street or state highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit industrial operations and processes to those that are not objectionable by reason of the emission of noise, vibration, smoke, dust, gas, fumes, odors or radiation and that do not create fire or explosion hazards or other objectionable conditions.

Summary of the applicant's proposal

The applicant is requesting to rezone to the M1 (Light Industry) zoning district on a 5.24-acre lot to allow for light industrial related uses, and outdoor storage. The property is currently used for a landscaping service business. The property owner is actively searching for a new tenant, so there is no proposed use currently. The property owner is considering equipment rental, auto-sales, fleet vehicle rental and parking, landscaping services and a building material use. All seven existing buildings will remain.

Non-residential criteria

Proposed number of buildings: Seven (7) existing

Impervious surface shown: Maximum impervious allowed is 90 percent

Days of Operation: Monday through Saturday

Hours of Operation: 7:00 AM to 7:00 PM

Proposed Use(s): TBD

SURVEY \$4,800
JASON \$6,400



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name: 5324 ON, LLC / WILLIAM H. WADDELL
Owner's Address: 1529 MONROE DR.
City: MONROE State: GA Zip Code: 30655

APPLICANT'S CONTACT INFORMATION

Applicant's Name: WILLIAM H WADDELL
Applicant's Address: 155 ANNIE CHANDLER TRAIL
Suite: _____ City: LAWRENCEVILLE State: GA Zip Code: 30045

PROPERTY LOCATION

Tax Parcel Number(s): R6241 010 Size in acres: 5.24
Address(es): 5324 OLD NORCROSS RD.
Number of existing structures: 37 Number of parking spaces: _____

PROPOSED USE

Current Zoning: C-2 Requested Zoning: M-1
Date of Pre-Application Mtg: 6/20/25
Is the request in conformity with the Current Land Use Plan? ☒ Yes ☐ No
Comp Plan Designation: _____ If No, Comp Plan Amendment is required
Is this site located in the National/Local Historic District? ☐ Yes ☒ No
If yes, what are the plans for the historic resources, if any, onsite _____

Proposed Use Details: / *SUMMARY OF INTENT*

THE PROPOSED USES WILL BE CONSISTENT WITH THE PERMITTED USES ESTABLISHED IN THE "M1" ZONING DESIGNATION FOUND IN THE CITY'S UDO. THE CURRENT STRUCTURE ON THE SITE IS SET UP AS A SALES/MANAGEMENT OFFICE + THE BALANCE OF THE PROPERTY IS GRAVELED YARD. BEST GUESS ON PROPOSED USES.

EQUIPMENT RENTAL / LANDSCAPE SERVICES + STORAGE OF MATERIALS + VEHICLES / BUILDING MATERIALS / AUTO SALES - RENTAL / FLEET VEHICLE PARKING.

HOURS OF OPERATION - 7AM TO 7PM

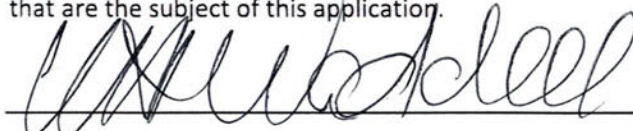
DAYS OF OPERATION - MONDAY - SATURDAY

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. *ON SURVEY*
- DO I NEED THIS →*
- 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. *NOT CHANGING ANYTHING ON EXISTING SITE*
- DO I NEED EITHER OF THESE*
- D. **Impact Analysis** -
1. If the zoning change has been initiated by an owner or their representative, the application must be accompanied by a written, documented analysis of the proposed zoning change with regard to each of the standards governing consideration attached to this application.
 2. A traffic study, a hydrology study, market study and other studies of the impact of the proposed development prepared by a duly licensed engineer or qualified professional may be required by the Community Development Department, Planning & Zoning Board or the Mayor & City Council as deemed necessary for adequate consideration and a fully-informed decision on the proposed request. The studies shall be prepared under the direction of the City at the applicant's expense.
- E. **Warranty Deed** - A copy of the recorded warranty deed to the property must accompany each application. The owner on the deed must be the same as the owner listed on the application.

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

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


Signature of Applicant

9/3/25
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;

M-1 ZONING WOULD ALLOW FOR USES THAT ARE CONSISTENT WITH THE CURRENT USES ON ADJACENT PARCELS.

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

NO. IT WOULD ALLOW FOR USES CURRENTLY IN PLACE ON ADJACENT PROPERTIES.

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

AS CURRENTLY ZONED (C-2) THERE ARE MINIMAL ECONOMIC USES FOR THE PROPERTY AS C-2 ZONING DOES NOT ALLOW FOR OUTSIDE STORAGE USES.

- 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;

ALLOWING M-1 USES WILL NOT IMPACT SCHOOLS OR UTILITIES AS THE USES WILL MOST LIKELY BE STORAGE OF VEHICLES, EQUIPMENT OR MATERIALS. THE STORAGE USES WILL BE MUCH LESS BURDENSOME ON STREETS THAN TYPICAL DISTRIBUTION USES.

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

YES CURRENT COMP PLAN CALLS FOR LANGFORD INDUSTRIAL CENTER WAKH

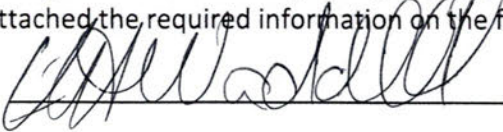
- 6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

THE EXISTING OVERHEAD POWER LINES LIMIT ANY POTENTIAL REDEVELOPMENT OF THE SITE.

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

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

WILLIAM H. WADDELL

TYPE OR PRINT NAME AND TITLE PARTNER

SIGNATURE OF APPLICANT'S DATE
ATTORNEY OR REPRESENTATIVE

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)

WILLIAM H. WADDELL

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.



Ownership Affidavit & Designation of Agent

I. Ownership.

I, 5324 OIU, LLC, hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 26241 010

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:

WILLIAM H. WADDELL

DAVE BOWEN

PATTI BROWN

Provide Names of General Partners:

Secretary of State Registration Number: 09015939

Name/Address of Registered Agent: PAMELA BOWEN 1529 MONROE DR.
MONROE, GA 30055

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: DEREK GRIFFIN

Address: 80 W. WIEUCHA RD N.E. SUITE 170, ATL GA 30342

Contact Person: DEREK GRIFFIN

III. Notice to Owner.

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

IV. Acknowledgement.

• Individual

Signature _____
 Print Name: _____
 Address: _____
 Phone #: _____

• Government Entity

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

• Corporation/LLC

Print Corporation/LLC Name _____
 By: _____
 Signature _____
 Print Name: WILLIAM H.
 Its: WADDELL
 Address: 1524 MONROE DR
 Phone #: 39055

• 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 3 day of September, 2025, personally appeared William Waddell of _____ a Georgia 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____, personally appeared _____ partner/agent on behalf of _____ a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

Signature of Notary _____

Print Notary Name Jill Haney

NOTARY STAMP:

My commission expires: February 9, 2029

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



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



Official Tax Receipt
Norcross, GA
65 Lawrenceville St.
Norcross, 30071
--Online Receipt--

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2024-032268	R6241010		\$0.00	\$0.00 Fees: \$0.00	\$0.00	\$0.00	\$0.00
Totals:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Charge Amount: \$0.00

5324 ON LLC
1529 MONROE DR
MONROE, GA 30655



Scan this code with your
mobile phone to view this
bill



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: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-322

Title: RZ2025-004; Consideration of rezoning to BH (Buford Highway) District

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to BH (Buford Highway District), subject to the following conditions:

1. The property shall be developed in general conformance with the site plan dated receipt 10/26/2021.
2. Limited to office and retail uses only.
3. No auto-oriented commercial use allowed.
4. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
5. Dumpsters/trash bins shall be screened per the review and approval of the Community Development & Planning Department.
6. Staff identified variance to allow the placement of an existing approximately 640-square-foot accessory garage on a lot that does not have a rear yard.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to BH (Buford Highway), removing conditions #1 and #2.

Background

The applicant is requesting to rezone to BH (Buford Highway) zoning district on a 0.34-acre lot. The applicant is requesting to have the same zoning classification as the five parcels located at the intersection of Magnolia Street and Holcomb Bridge Road, north of Carlyle Street, and east of Buford Highway. The existing, approximately 1,983 square-foot, one (1) story structure will be utilized for a professional office or retail use for one (1) tenant. Hours and days of operation will be standard. The existing approximately 640 square foot accessory garage will be utilized for parking and/or storage. The site has 8 parking spaces according to the applicant. There will be no modifications made to the two (2) existing structures or the site itself. The property has two (2) driveway access points off Holcomb Bridge Road which leads to surface level parking spaces. On the Magnolia Street side of the property is a second entry point to the principal building, which includes off-street parking for two (2) vehicles, one of which is a designated handicap stall.

Financial Impact

N/A

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

Continues to define Norcross' sense of place

Attachments

1. Staff Report
2. Application
3. Letter of Intent
4. Georgia Historic Resources Survey



REZONING

Case Number	RZ2025-004
Petitioner	Reside Partners, LLC
Property Location	138 Holcomb Bridge Road
Current Zoning	HX (Historic Mixed-Use District)
Proposed Zoning	BH (Buford Highway District)
Proposed Use(s)	Professional Office, Retail
Character Area	Character Area 7: Town Center
Site Acreage	0.34 Acres
District	6
Land Lot	243
Parcel #	6243 044
Taxes Paid	Yes
Historic District	National
National Register	Recognition Year: 1980

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Based on the analysis of this case, Staff recommends **APPROVAL** of rezoning to BH (Buford Highway District), subject to the following conditions:

1. The property shall be developed in general conformance with the site plan dated receipt 10/26/2021.
2. Limited to office and retail uses only.
3. No auto-oriented commercial use allowed.
4. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
5. Dumpsters/trash bins shall be screened per the review and approval of the Community Development & Planning Department.
6. Staff identified variance to allow the placement of an existing approximately 640-square-foot accessory garage on a lot that does not have a rear yard.

PLANNING AND ZONING BOARD'S RECOMMENDATIONS

At their November 5th, 2025 hearing, the Planning and Zoning Board recommended **APPROVAL** of rezoning to BH (Buford Highway), removing conditions #1 and #2.

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 zoning proposal may permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposed use(s) of professional office or retail is supported in the BH (Buford Highway) zoning district and would be compatible to the uses in the vicinity, which is a mixture of neighborhood level, retail, and commercial uses.

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

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby properties. The adjoining properties consist of neighborhood level and commercial related uses which are zoned BH, Buford Highway.

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

The subject property has a reasonable economic use as currently zoned. The proposed uses of office and/ or retail are both supported in the HX, historic mixed use, 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?

The applicant's zoning proposal may not result in a use which could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools. The site as presented is fully developed and there are no proposed modifications.

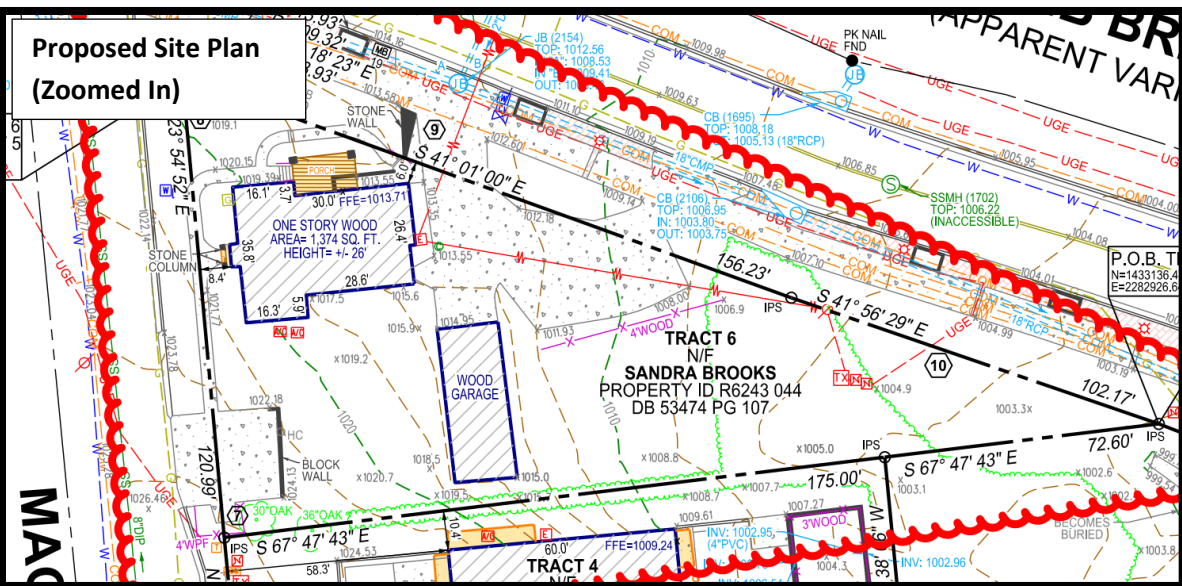
5) Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan.

The zoning proposal is in conformity with the policy and intent of the Comprehensive Plan. The subject parcel is located within the Town Center Character Area. The Town Center Character Area supports neighborhood level commercial, studio, or office uses, within structures less than 5,000 square feet. Uses within the Neighborhood level commercial, studio, or office are intended to be local serving, which the proposed uses would be consistent with.

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.

Board	Meeting Type	Meeting Date	Time	Location
P&Z	Hearing	11/5/2025	6:30 PM	Conference Room 2 nd Floor
MCC Policy	Meeting	11/17/2025	6:30 PM	Conference Room 2 nd Floor
MCC Regular	Hearing	12/1/2025	6:30 PM	Council Chambers 1 st Floor



**Viewpoint from
Holcomb Bridge**



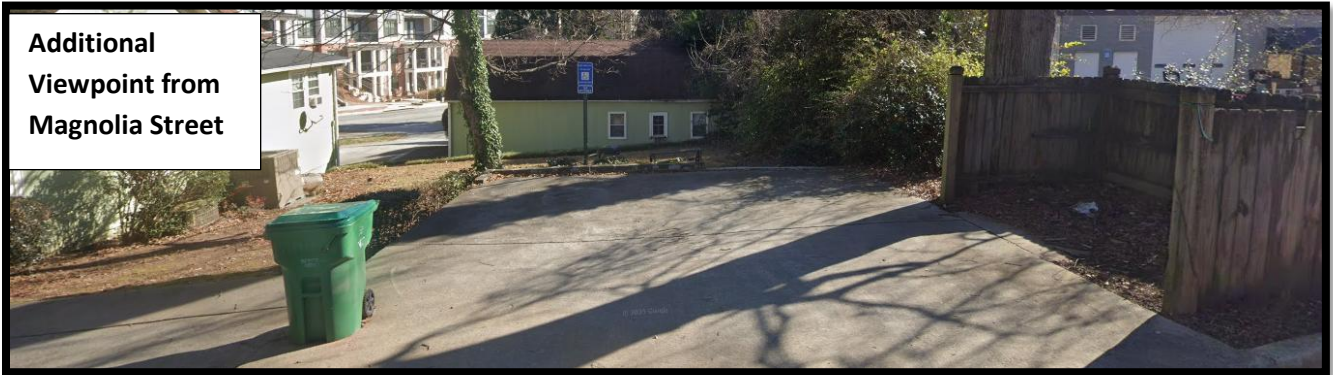
**Additional
Viewpoint from
Holcomb Bridge**

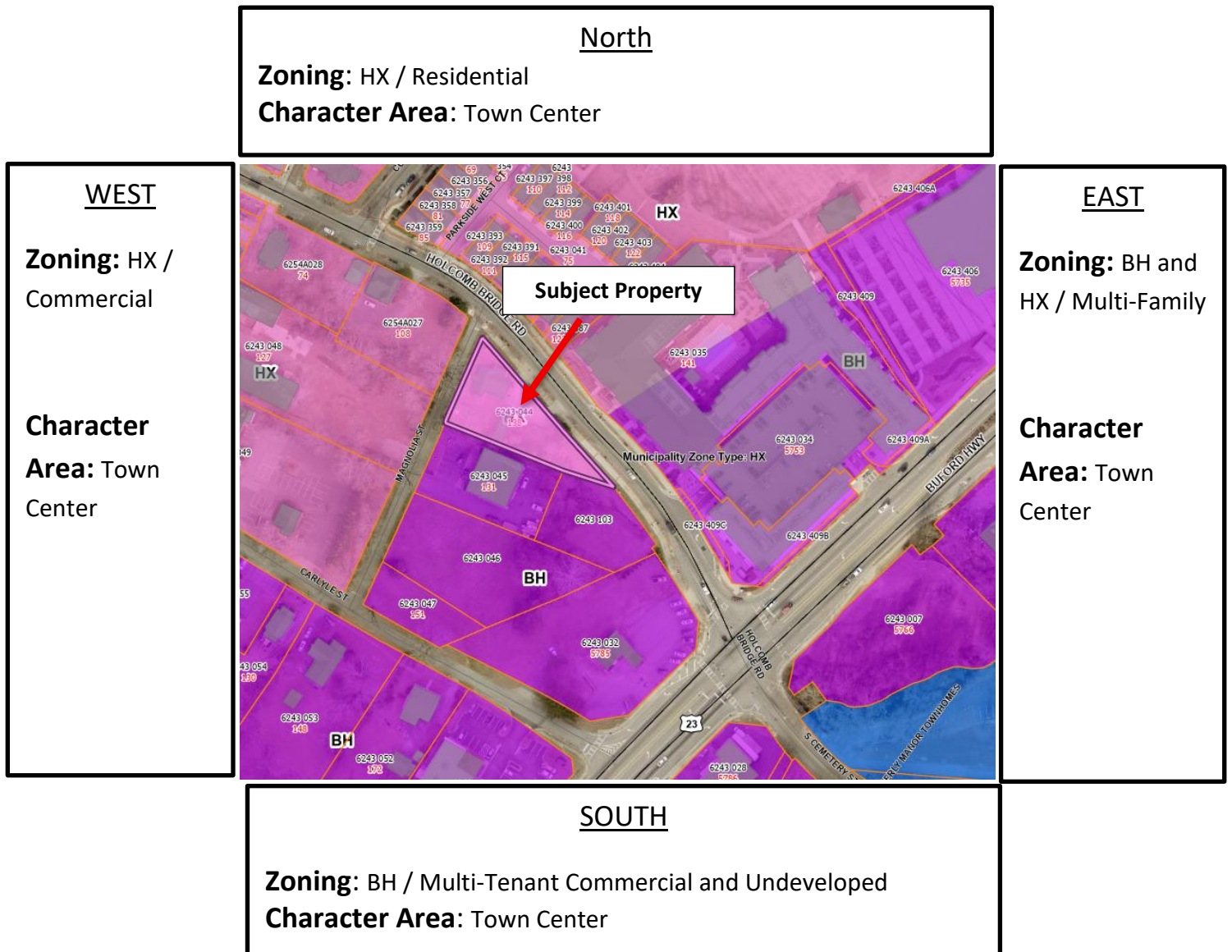


**Viewpoint from
Magnolia Street**



**Additional
Viewpoint from
Magnolia Street**





Current zoning district for the property

The HX (Historic Mixed-Use) district is established to provide for a variety of retail, service, office, public and semi-public uses, with the inclusion of limited residential uses, in a pedestrian-friendly environment to promote live-work and mixed-use opportunities.

Requested zoning district for the property

The BH (Buford Highway) district is intended to encourage the redevelopment of Buford Highway in conformance with the vision for the corridor in the city's comprehensive plan and the Buford Highway Master Plan as a mixed-use and multimodal corridor. The district utilizes design standards and land use controls that will provide the necessary transition from the industrial and commercial character into the historic areas of the city, while maintaining opportunity for growth and economic vibrancy. To this end, in order to promote the vision of the city.

Summary of the applicant's proposal

The applicant is requesting to rezone to BH (Buford Highway) zoning district on a 0.34-acre lot. The applicant is requesting to have the same zoning classification as the five parcels located at the intersection of Magnolia Street and Holcomb Bridge Road, north of Carlyle Street, and east of Buford Highway. The existing, approximately 1,983 square-foot, one (1) story structure will be utilized for a professional office or retail use for one (1) tenant. Hours and days of operation will be standard. The existing approximately 640 square foot accessory garage will be utilized for parking and/or storage. The site has 8 parking spaces according to the applicant. There will be no modifications made to the two (2) existing structures or the site itself. The property has two (2) driveway access points off Holcomb Bridge Road which leads to surface level parking spaces. On the Magnolia Street side of the property is a second entry point to the principal building, which includes off-street parking for two (2) vehicles, one of which is a designated handicap stall.

Non-residential criteria

Proposed number of buildings: Two (2) (Existing)

Required parking spaces: Depends on Proposed Use; Three (3) (1 per 400 sf GFA if office)

Proposed parking spaces: Eight (8) (According to the Applicant)

Impervious surface shown: Maximum impervious allowed is 90 percent

Due to ongoing phishing scams/activity in the metro Atlanta area with respect to public hearing applicant contact information, contact information is redacted for the purposes of posted agendas. To contact an applicant, reach out to Community Development at communitydevelopment@norcrossga.net.



REZONING APPLICATION

PROPERTY OWNER'S INFORMATION

Owner's Name:

Carlyle Street Investments, LLC

Owner's Address:

7130 Buford Highway, N.E. Suite A-200

City: Atlanta State: GA Zip Code: 30340

APPLICANT'S CONTACT INFORMATION

Applicant's Name:

Reside Partners, LLC

Applicant's Address:

7130 Buford Highway, N.E.

Suite: A-200 City: Atlanta State: GA Zip Code: 30340

PROPERTY LOCATION

Tax Parcel Number(s): R6243 044 Size in acres: .34

Address(es): 138 Holcomb Bridge rd

Number of existing structures: 2 Number of parking spaces: 8

PROPOSED USE

Current Zoning: HX Requested Zoning: BH

Date of Pre-Application Mtg: several

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

Comp Plan Designation: Town Center CA If No, Comp Plan Amendment is required

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

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

There are no historic resources on the property.

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

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



 Signature of Applicant

10-3-25

 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)

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.

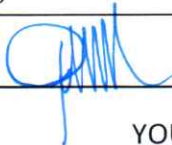
 10/3/25 John Mansour
SIGNATURE OF APPLICANT DATE TYPE OR PRINT NAME AND TITLE

 10/3/25 John Mansour
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

NO (YES or NO)


YOUR NAME

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

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

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



Ownership Affidavit & Designation of Agent

I. Ownership.

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

Parcel I.D. Number(s) R6243 044

Location address: 138 Holcomb Bridge Rd

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of: Carlisle Street Investments, LLC

Please complete the appropriate section below:

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

☐ Individual

☒ Corporation/Limited Liability Company (LLC)

☐ Partnership

☐ Government Entity

Provide Names of Officers/Members:

Provide Names of General Partners:

Secretary of State Registration Number: 21229145

Name/Address of Registered Agent: Ayoub, Mansour & Bryant, LLC

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: John Mansour / Reside Partners, LLC

Address: 7130 Buford Hwy N.E. Suite A-200

Contact Person: John Mansour

III. Notice to Owner.

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

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

Carlyle Street Investments
Print Corporation/LLC Name
By: _____
Signature
Print Name: John Mansour
Its: Manager
Address: 7130 Buford Hwy NE Ste A-200

• Partnership

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

NOTARY INFORMATION (Please use appropriate block.)

STATE OF GEORGIA
COUNTY OF Fulton

• 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 3rd day of February, 2025, personally appeared John Mansour of a GA 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____, 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.

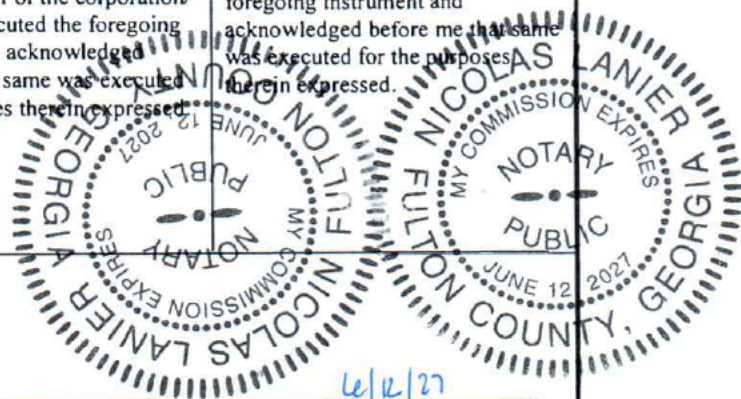
Signature of Notary

Nicolas Lanier
Print Notary Name Nicolas Lanier

NOTARY STAMP:

My commission expires: 6/12/27

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



City of Norcross
Community Development Department
65 Lawrenceville Street
Norcross, GA 30071

Letter of Intent
Rezoning

October 3, 2025

Subject Property

138 Holcomb Bridge Road
Norcross, GA

I. Letter of Intent

The Applicant, Reside Partners, LLC, requests a rezoning of 138 Holcomb Bridge Road, a .34 acre tract at the intersection of Holcomb Bridge and Magnolia Street (the “Property”), from its current HX zoning to a BH zoning classification.

As shown on the City of Norcross official zoning map, all the surrounding properties to the east of Magnolia Street are zoned BH except the Property. The Property’s current HX zoning is therefore inconsistent with the properties surrounding it. As a result, the Applicant has submitted this zoning proposal to remove the zoning inconsistency so that the Property and adjoining parcels have uniform setbacks, uniform permitted heights, uniform impervious surface coverage and uniform uses.

The Property and all adjoining and immediately surrounding tracts are within the Town Center Character Area, which supports the BH zoning classification.

The Applicant has not submitted any development plan for the Property as part of this zoning proposal, and is merely seeking the update of the Property’s zoning to the BH zoning classification so that the Property matches the adjoining properties.

Below are the responses to the required criteria and standards for considering a rezoning from the City of Norcross zoning ordinance:

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 zoning proposal updates the Property’s zoning to match the immediately adjoining and surrounding properties that are all already zoned BH. The zoning proposal will only permit uses that are acceptable on the surrounding properties; therefore, the rezoning of the Property to

the BH classification will be suitable in view of the use and development of adjacent and nearby properties.

2. Whether the zoning proposal will adversely affect the existing use or useability of adjacent or nearby property;

The zoning proposal is to update the Property's zoning to match the immediately adjoining and surrounding properties that are all already zoned BH. The zoning proposal will only permit uses that are acceptable or already exist on the surrounding properties; therefore, the rezoning of the Property to the BH classification will not adversely affect the existing use or useability of any adjacent or nearby properties.

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

The Property is zoned HX, but is now surrounded by adjoining properties that were rezoned to the BH zoning classification. No redevelopment has occurred on the Property, or on the immediately adjoining properties to the south and west. Dissimilar zoning classifications on adjoining properties is not conducive to economic redevelopment.

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

The Property is only .34 acres, and the proposed zoning will not result in a use that will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. All necessary streets and utilities are already available to the Property.

5. Whether the zoning proposal is in conformity with the policy and intent of the comprehensive plan;

The zoning proposal is a request to update the zoning of the Property to match the immediately adjoining and surrounding tracts. The BH zoning classification is in conformity with the policy and intent of the Town Center Character Area as identified in the City of Norcross Comprehensive Plan.

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

As stated previously, the intent of the zoning proposal is to update the zoning of the Property to match the adjacent and surrounding properties. Having non-uniform zoning policies across adjoining parcels affects the use and development of all such properties negatively. Rezoning the Property to BH will enhance the existing uses and useability of adjacent or nearby properties by allowing a matching uniform zoning classification to govern all such properties.

Ayoub Mansour & Bryant, LLC

By /s/ John Mansour
John Mansour, Esq.
Attorney for the Owner/Applicant

675 Seminole Ave Suite 301
Atlanta, GA 30307
(404) 892-2599 telephone
(404) 806-7414 facsimile

CONSTITUTIONAL OBJECTIONS
APPLICATION FOR REZONING
CITY OF NORCROSS, GEORGIA

Georgia Law and the procedures of the City of Norcross require us to raise Federal and State Constitutional objections during the Rezoning application process. While the Owner/Applicant anticipates a smooth application process, failure to raise constitutional objections at this stage may mean that the Owner/Applicant will be barred from raising important legal claims later in the process. Accordingly, we are required to raise the following constitutional objections at this time.

The portions of the Zoning Ordinance and the Comprehensive Land Use Plan of the City of Norcross, Georgia, as applied to the Property, that would result in a denial of the Rezoning as requested by the Owner/Applicant, are, or would be, unconstitutional in that they would destroy the Owner/Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Any application of the Code of the City of Norcross or the Norcross Zoning Ordinance to the property which restricts its use to any use in a manner other than that requested by the Owner/Applicant is unconstitutional, illegal and null and void because such an application constitutes a taking of the Owner/Applicant's property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I, of the Constitution of the State of Georgia of 1983 and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States because such an application denies the Owner/Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of the Rezoning Applications by the Owner/Applicant would also constitute an arbitrary and capricious act by the Mayor and City Council of the City of Norcross without any rational basis therefore, thereby constituting an abuse of discretion in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia of 1983, Article I, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

A refusal to approve the Rezoning as requested by the Owner/Applicant would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner between the Owner/ Applicant and owners of similarly situated property in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States. Any approval of

the Rezoning subject to conditions that are different from the conditions requested by the Owner/Applicant, to the extent such different conditions would have the effect of further restricting the Owner/Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth herein above.

In addition, this constitutes formal written notice to the City of Norcross, pursuant to O.C.G.A. § 36-33-5, that the Owner/Applicant plans to seek to recover all damages that it sustains or suffers as a result of the denial of this Application and/or the unconstitutional zoning of the Property by the City of Norcross. Such damages may include, but are not necessarily limited to, damages related to the diminution in the value of the Property, attorneys' fees and expenses of litigation.

Accordingly, the Owner/ Applicant respectfully asks that the Rezoning be approved as requested by the Owner/Applicant.

Ayoub Mansour & Bryant, LLC

By _____/s/ John Mansour_____
John Mansour, Esq.
Attorney for the Owner/Applicant

675 Seminole Ave Suite 301
Atlanta, GA 30307
(404) 892-2599 telephone
(404) 806-7414 facsimile

Georgia Historic Resources
Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	207002		
County	Gwinnett		
Item 1. Resource Name	Burper Construction & Design Company		
Item 3. Resource Address/Location	138 North Magnolia Street Norcross 30071		
Item 4. Owner's Name and Address			
Item 5. Classification	Building		
Item 7. Current Use	Commercial-Business/office		
Item 7. Original Use	Domestic/residential-Single dwelling		
Item 8. Date of Construction (or estimate)	c1940		
Item 9. Major Changes	Altered:	Description	Date
	Additions:	Description	Date
		rear	
	Moved:	Description	Date
	Destroyed:	Description:	Date:
Item 10. Architect/engineer/designer	Unknown		
Item 11. Contractor/builder/craftsman	Unknown		
Item 12. Style	No academic style		
Item 13. Building Type	House types-Side-gabled cottage		
Item 14. Original Floor Plan	Three or more rooms [Two rooms]		
Item 15. Plan Shape	L-shaped		
Item 16. Number Of Stories	One		
Item 17. Facade Symmetry	Symmetric		
Item 17. Front Door(s)	One door		
Item 18. Roof Type	Gable-Multi-gable		
Item 18. Roof Material	Composition shingle/asphalt shingle		
Item 19. Chimney placement			

and Material	No chimney observed
Item 20. Type Of Construction	Balloon frame/platform frame
Item 21. Exterior material(s)	Synthetics-Asbestos siding
Item 22. Foundation material(s)	
Item 23. Porches	Stoop [Front] [1 story] [Partial] [Concrete] [Gable]
Item 24. Windows	Double-hung sash [Flat-headed] [Rectangular] Fixed [Flat-headed] [Rectangular]
Item 25. Additional physical description	8/8 double hung replacement windows, 12 light and 1 light fixed windows; replacement front door; original rear ell; shed roof addition to rear; ornate window surrounds; replacement columns
Item 26. Pictures	Resource 178-a.jpg (78k) Resource 178-c.jpg (99k) Resource 178-e.jpg (99k) Resource 178-g.jpg (94k) Resource 178-i.jpg (101k) Resource 178-b.jpg (92k) Resource 178-d.jpg (98k) Resource 178-f.jpg (92k) Resource 178-h.jpg (95k)
Item 27. Description of outbuildings (if any)	Implement shed [modern]
Item 29. Description of Landscape Features	Yard setting-Designed fencing/walls Yard setting-Designed plantings/planting beds
Item 30. Count	Number of Buildings: 1 Number of Structures: 0 Number of Outbuildings: 1 Number of Sites: 0 Number of Landscape features: 0
Item 31. Description of the environment	Town-Residential [Mixed old and new]
Item 32. Archeological Potential	
Item 33. History	
Item 34. Historical theme(s)	Architecture
Item 34. Distinctive aspects of GA's history	
Item 35. Significance	Architecture-Architectural type-Common Architecture-Architectural technique-Common

Item 36. Sources of Information

Item 37. Prepared By Nancy E-K McReynolds
 Terracon
 2855 Premiere Parkway
 Suite C
 Duluth GA 30097

Item 38. Date Of Survey Survey Resurvey
 2007

Item 39. Government preservation activity

Item 40. National Register Eligibility Appears to meet Nat. Reg. criteria

Item 41. USGS quadrangle name Norcross

	<u>Zone</u>	<u>Easting</u>	<u>Northing</u>
Item 41. UTM Reference and XY Coordinates	16	757649	3758804
	<u>X Coordinate</u>	<u>Y Coordinate</u>	
	-84.212456322955	33.939945457541	

Item 42. Tax map number 6243
 044

Item 43. Recognition and Date Recognition Date
 National Register [District] 1980

Item 43. State Agency

Item 43. Condition Condition Due To Threatened By
Good Structure

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.



Photo 1: 207002 Burper Construction & Design Center



Photo 2: 207002 Burper Construction & Design Center



Photo 3: 207002 Burper Construction & Design Center



Photo 4: 207002 Burper Construction & Design Center



Photo 5: 207002 Burper Construction & Design Center



Photo 6: 207002 Burper Construction & Design Center



Photo 7: 207002 Burper Construction & Design Center



Photo 8: 207002 Burper Construction & Design Center

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007



Photo 9: 207002 Burper Construction & Design Center



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: LeDarius Scott, Senior Planner

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-324

Title: COA2025-027; Consideration of a Historic Demolition and New Home

CC: Eric Johnson, City Manager

Recommendation

COMMUNITY DEVELOPMENT AND PLANNING DEPT. RECOMMENDATIONS

Should the ARB decide to grant approval, Staff recommends the following conditions:

1. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt.
2. 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.
3. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
4. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

ARCHITECTURAL REVIEW BOARD RECOMMENDATIONS

At their October 21, 2025 Hearing, The Architectural Review Board considered the existing building to be a **contributing structure** but could not be feasibly rehabilitated and therefore meets the criteria for demolition. The ARB recommended approval of the historic demolition subject to the following conditions:

1. Brick facade type and color to be submitted for administrative approval;
2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
5. Door with pathway to be added on the left side of the rear elevation;

6. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt;
7. 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;
8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Background

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8-inch box columns.

Financial Impact

N/A

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

Continues to define Norcross' sense of place

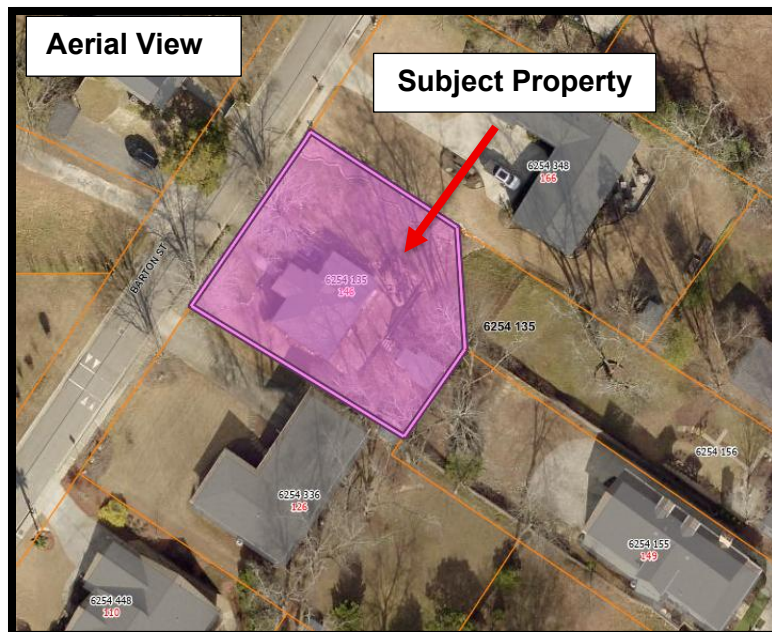
Attachments

1. Staff Report
2. Application
3. Engineer Report from Michael Quinn and Associates, P.C.
4. Financial Statement
5. Georgia Historic Resources Survey
6. Historic Demolition Questionnaire



Certificate of Appropriateness

Case Number	COA2025-027
Hearing Date(s)	ARB: 10/21, PWS: 11/17, Regular: 12/1
Petitioner	Susan Tanner
Property Location	146 North Barton Street
Current Zoning	R100 (Single Family Residential)
Proposed Request	Historic Demolition and Building a New Home
Proposed Structure	New Single-Family Residential Residence
Character Area	Character Area 4: North Peachtree Street
Site Acreage	0.30 Acres (13,266 square feet)
District	6
Land Lot	254
Parcel #	6254 135
Taxes Paid	N/A
Historic District	National
Year Built	1920



ARCHITECTURAL REVIEW BOARD RECOMMENDATIONS

- At their October 21, 2025 Hearing, The Architectural Review Board considered the existing building to be a ***contributing structure*** but could not be feasibly rehabilitated and therefore meets the criteria for demolition. The ARB recommended approval of the historic demolition subject to the following conditions:
 1. Brick facade type and color to be submitted for administrative approval;
 2. On both left and right elevation the top gable will contain an architectural pediment matching the front elevation architectural pediments;
 3. Second story middle window on the left elevation to align with the other second story windows and be 1 over 1 instead of single pane.
 4. Trim on second story windows to have consistent dimensions (1x4 or 1x6);
 5. Door with pathway to be added on the left side of the rear elevation;
 6. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt;
 7. 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;
 8. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing; and
 9. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

Evaluation of a Historic Demolition

The Norcross Architectural and Site Design guidelines provide the criteria by which historic demolition permits are evaluated. The process is as follows:

- a. Determine if the subject building is considered a contributing or non-contributing building to the National Historic District:
 1. If it is determined that the subject building is *non-contributing* then:
 - a. The demolition of a non-contributing structure within the district is allowed under the following conditions:
 - a. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - b. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.
 - b. If it is determined that the subject building is *contributing* then:
 1. The demolition of a contributing structure within the district is allowed under the following conditions:
 - a. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
 - b. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - c. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

Architectural and Site Design Standards

1. First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

“Contributes to the architectural or historic significance of a historic district. A “contributing building” in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district.”

2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use. As stated in the attached letter, the structure is not a good candidate for relocation and there will be major improvements for rehabilitating the dwelling.
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

Existing Conditions (Front)



Existing Conditions (Rear)



Existing Conditions (Left)



Additional Left Side View



Existing Conditions (Right)



Existing Conditions (Rear)



Proposed Second Floor Plan

Proposed Second Floor Plan

Architectural drawing showing the layout of the second floor. The plan includes rooms such as the MEDIA ROOM (9'-0" x 14'-0"), BEDROOM #4 (9'-0" x 14'-0"), BEDROOM #2 (9'-0" x 14'-0"), BEDROOM #3 (9'-0" x 14'-0"), and a STORAGE area (9'-0" x 14'-0"). The plan also shows restrooms (R1, R2), closets (C1, C2), and a central HALL (9'-0" x 14'-0"). Dimensions are provided for various openings and room sizes. A north arrow is located in the upper right corner. A scale bar at the bottom indicates 1/8" = 1'-0".



Description of Proposed Front Elevation:

The proposed front elevation consists of brick on the first floor. The front façade includes a right-side front-loading garage with glass above the doors along with a brick soldier course header. The front elevation includes gable roofs with vents, and a dormer window on the attic level.

First Floor Components

First floor windows feature brick soldier course headers along with diamond grills. Below the first-floor windows is a brick sill.

Second Floor Components

The second level features hardiplank shingle siding, horizontal lap siding, and diamond grill windows with a trim border.

The Front Porch Components

The front covered porch includes a fascia, gable roof and is supported by 8-inch columns.



Description of Proposed Left Elevation:

First Floor

The proposed left elevation features brick on the first floor. The first-floor windows feature a brick soldier course header and brick sill below.

Second Floor

The second-floor features horizontal siding on the second floor and a gable roof.

The Rear porch

The rear porch can be seen here, which includes a door along with a 10-inch column and roof.

Proposed Right Elevation



Description of Proposed Right Elevation:

The proposed right elevation features brick on the first floor and horizontal siding on the second floor and a double gable roof. Historic homes did not have integral garages, but due to the small size of the lot, an integral garage is supported versus a detached garage or carport.

First Floor Components

The first-floor windows feature a brick soldier course header and a brick sill below. Garage doors topped with glass and a brick soldier course header are presented here which appears to be for two (2) cars.

Second Floor Components

The second-floor elevation features a single hung window.

Proposed Rear Elevation



Description of Proposed Rear Elevation:

First Floor

The rear elevation features brick on the first floor along with a fenestration of single hung windows and 10 "boxed columns for the rear covered porch.

Second floor

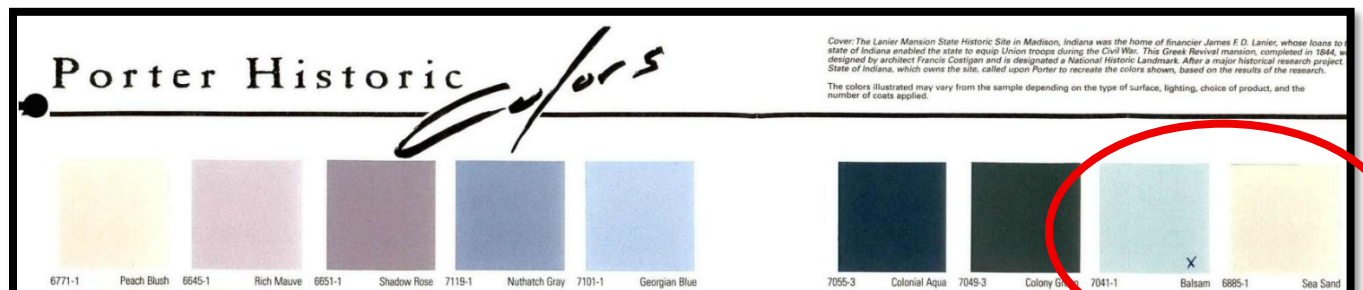
The second-floor features gable roofs made of horizontal siding and windows.

Proposed Brick Type: Southern Pearl



ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		



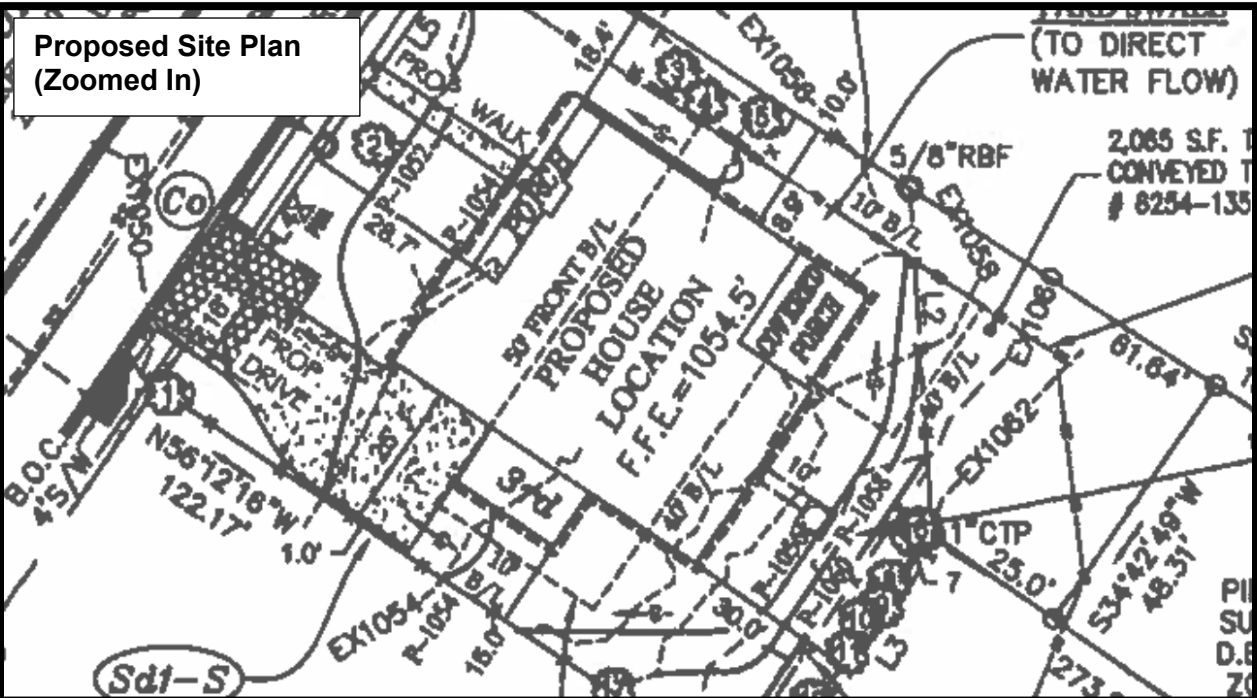
SITE PLAN FOR:

Frazier Family Homes
146 Barton Street
City of Norcross

LD

**LAND DEVELOPMENT
SURVEYORS, INC**
P.O. BOX 2050
Dacula, GA. 30019
(770) 822-8206
LDSURVEYORS2003@GMAIL.COM
COA LSF#000832

Date: 06/25/2025	Land Lot: 254	District: 6th
County: GWINNETT, GA	Scale: 1"=40'	Sheet
Field By:	Drawn By: JB	Checked By: LWJ
Job Number: 25189	File Number:	1 c



Summary of the applicant's proposal

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8-inch box columns. The proposed brick type is Southern Pearl.

Proposed Site Plan

The applicant's site plan shows the footprint of the proposed two (2) story, approximately 3,800 square foot home. Through the exemption plat process, the applicant did a land swap with the adjoining parcel at 161 North Peachtree Street, acquiring approximately 2,376 square feet of land to add to 146 North Barton Street, which increased the size of the lot from 10,890 square feet to 13,266 square feet. The additional square footage added to the subject property reduced the impervious coverage footprint of the proposed home, and also created a deeper rear yard.

Approved Variances

At their September hearing, the Zoning Board of Appeals granted two (2) variances to reduce the front setback from code required 50 feet to 28.7 feet, and to increase the impervious coverage allowed from the maximum of 35 percent to 35.78 percent for the new home situated on a R100 lot. With written notarized consent from the adjoining property owners, the applicant received an administrative variance (AV2025-011) to reduce the rear setback from code required 40 feet to a proposed 30 feet, due to the size of the property which is 2,000 square feet under the minimum required 15,000 square feet for R100 properties. The subject parcel is considered to be legal non-conforming due to its small size.

Inspections

On June 3, 2025, the City's Building Official inspected the building and noted that several alterations had been made to the original structure and salvaging of materials would be at the discretion of the homeowner. The Engineer's report drafted by Michael Quinn and Associates, P.C., assessed the feasibility of renovating the existing building which is attached to this analysis. Per the report, "considering the extensive reconstruction foundations and framing necessary, as well as regrading and site work, it will be more cost effective to raze the existing structure."

Background

The subject parcel and building are located within the National Historic District. Available records from the Gwinnett County Tax Assessor indicate that the dwelling was constructed in 1920. As it pertains to the Georgia Historic Resources survey conducted for the site in 2007, the existing home is not on the National Register. The submitted application is a request for complete demolition and construction of a new home.

Current zoning district for the property

The R100 single-family residence zoning district is intended primarily for single family residences and related uses on large sized lots in the city.



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027

65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION			
Job Site Address:	146 N Barton St	Lot #	254
		Tax Parcel ID:	R6254-135
LANDOWNER OF RECORD			
If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.			
Name:	Susan Tanner	Phone:	[REDACTED]
Address:	161 N Peachtree St	City:	Norcross
		State:	Ga
		Zip Code:	30071
APPLICANT			
Applicant Name:	Susan Tanner	Phone:	[REDACTED]
Company Name:		Email:	[REDACTED]
Address:	161 N Peachtree St	City:	Norcross
		State:	
		Zip Code:	
DESCRIPTION OF PROJECT			
Project Type ☒ Residential ☐ Commercial ☐ Industrial ☐ Other project			
Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed: New construction of two-story, single family house approx 3800 sq ft with a detached three car garage			
STATEMENT			
Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months? ☐ Yes ☒ No If yes, please list the board and reference number: _____			
OWNER'S SIGNATURE			
Signature:	Susan Tanner	Date:	9/10/2025
NOTE: Please submit electronic copies online of site plan, landscape plan, floor plans, paint palettes, as well as photos for all proposed building materials, light fixtures, windows, and doors, along with this application form by creating an account with https://eplansolution.com/norcrossga Hard copies of application materials will not be accepted.			



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Foundation Type: (Circle One)		
☒ Slab	☐ Crawl Space	☐ Basement
Building Dimensions:		
Width: 65 ft	Length: 63 ft	Height:* 39 ft
Area Dimensions:		
First Floor: 2476 sq ft	Second Floor: 1317 sq ft	Third Floor:
Basement**:	Front Porch: 201 sq ft	Rear Porch: 260 sq ft
Patio:	Garage: 650 sq ft	
Primary Roof System: (Circle One)		
☒ Gable	☐ Hip	☐ Gambel
☐ Mansard	☐ Jerkinhead	☐ Flat
☐ Saltbox	☐ Shed	☐ Other:
Roof Pitches:		
Primary Roof Pitch:	8:12	
Secondary Roof Pitch:	6:12	
Additional Roof Pitch:	4:12	
Floor and Elevation Plan information to be included on each		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site Plan and Landscape Plan information to be included on each		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	
*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.		
**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.		



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
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Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

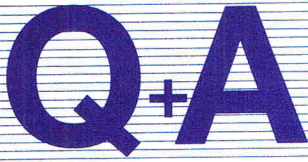


Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027

65 Lawrenceville Street Norcross, GA 30071

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		



michael quinn and associates, p.c.

6767 peachtree industrial blvd. • suite p
norcross, georgia 30092
770-452-0744

January 28, 2025

Dr. Susan Tanner
Mr. Mark Bugajski
146 N. Barton Street
Norcross, Georgia 30071

RE: 146 N. Barton Street
MQ + A Project No. 25018

Dear Susan and Mark:

On January 17, 2025, the undersigned visited the referenced project to evaluate the suitability of the existing structure for a proposed renovation. Our observations were visual only and limited to the exposed portions of the structure; we did not remove finish materials or perform soil or material tests. This report presents our opinions and does not constitute a warranty or guarantee of the condition of the structure. We can only make assumptions about covered or partially exposed existing construction (including foundations and soil bearing capacity). We are not liable for our assumptions regarding covered or partially exposed construction, or any modifications or repairs made as a result of these assumptions.

The existing structure is a wood-framed one-story home with wood siding on a rubble and masonry crawl space foundation. We understand it was built in 1920. Our findings and recommendations follow:

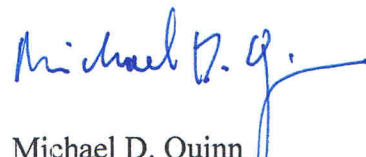
1. The lot slopes from rear-to-front. The house is in the path of and interrupts the overland flow of surface water. The grade adjacent to the house does not slope away from the foundation.
2. The crawl space does not have adequate clearance between the soil and the wood floor system. The short foundation walls do not permit through-wall vents and proper ventilation and air flow in the crawl space. Mold and wood rot will result from these conditions.
3. There does not appear to be a foundation drain around the perimeter of the house, which will aggravate the problems described above.
4. An addition previously made to the entire back of the house does not have foundations. This portion of the house has settled differentially from the original house.
5. The rubble foundation for the chimney on the left side of the house has settled more than the adjacent concrete masonry foundation, as evident by the non-horizontal joints in the siding.
6. The carport structure appears to have been built on a driveway slab, without proper foundations.
7. The grade around the perimeter of the house is too high, and the wood siding does not have adequate clearance from the soil.

consulting engineers

8. Our experience with similar structures is that once renovation begins, inadequately sized wood members and construction details that do not satisfy current load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing.
9. The poor drainage and proximity to soil increase the likelihood that rotted wood, termites, and mold will be discovered during the entire structure during the renovation, necessitating replacement of affected members.
10. We understand the electrical wiring does not have a ground wire, necessitating modernization of the electrical system.
11. In the carport, the naked electrical wiring is stapled unprotected to the walls.
12. The existing foundation consists of concrete masonry walls, stone rubble masonry perimeter walls, and isolated interior piers. The foundations for these elements are questionable. The mortar holding the walls and piers together is deteriorated and easily crumbles. The foundations should be replaced.
13. The brick-veneered masonry chimney on the left side of the house is distressed and the integrity of the flue is questionable.
14. The front porch is too close to the ground; the floor framing could not be observed. The front stoop and stairs have settled. The wood floor is rotten and uneven, creating a tripping hazard. We suspect it is rotted and/or termite damaged and must be replaced.
15. Re-grading of the yard, possibly including new retaining walls, area drains, and dry wells, may be required to maintain a crawl space under the porch and house.
16. Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins. Contingencies should be made in the schedule and budget for this likelihood.

Considering the extensive reconstruction of the foundations and framing necessary, as well as the regrading and site work, it will be more cost effective to raze the existing structure. Please do not hesitate to call if you have any questions or if we can be of further assistance.

Sincerely,
MICHAEL QUINN AND ASSOCIATES, P.C.


Michael D. Quinn





MONARCH CAPITAL ADVISORS

To Whom It May Concern:

Our client Susan Tanner has sufficient funds available, for immediate use, in planned construction of the proposed home at 146 N. Barton Street, Norcross, GA 30071, once demolition of the existing structure has taken place.

Please contact me with any additional inquiries.

Sincerely,

Thomas Lance

Financial Advisor

Monarch Capital Advisors

Atlanta, GA

770-847-9362

Georgia Historic Resources
Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID	206781		
County	Gwinnett		
Item 1. Resource Name			
Item 3. Resource Address/Location	146 North Barton Street Norcross 30071		
Item 4. Owner's Name and Address			
Item 5. Classification	Building		
Item 7. Current Use	Domestic/residential-Single dwelling		
Item 7. Original Use	Domestic/residential-Single dwelling		
Item 8. Date of Construction (or estimate)	c1920		
Item 9. Major Changes	Altered:	Description	Date
	Additions:	Description	Date
		rear and carport	
	Moved:	Description	Date
	Destroyed:	Description:	Date:
Item 10. Architect/engineer/designer	Unknown		
Item 11. Contractor/builder/craftsman	Unknown		
Item 12. Style	Craftsman		
Item 13. Building Type	House types-Pyramid cottage		
Item 14. Original Floor Plan	Three or more rooms [Two rooms]		
Item 15. Plan Shape	Square		
Item 16. Number Of Stories	One		
Item 17. Facade Symmetry	Asymmetric		
Item 17. Front Door(s)	One door		
Item 18. Roof Type	Hip		
Item 18. Roof Material	Composition shingle/asphalt shingle		
Item 19. Chimney placement and			

Material	Gable-end, exterior [Brick]	
Item 20. Type Of Construction	Balloon frame/platform frame	
Item 21. Exterior material(s)	Wood-Weatherboard/clapboard/beveled siding	
Item 22. Foundation material(s)	Stone	
Item 23. Porches	Portico [Front] [1 story] [Partial] [Wood] [Gable]	
Item 24. Windows	Double-hung sash [Flat-headed] [1/1] [Rectangular] Fixed [Flat-headed] [Rectangular]	
Item 25. Additional physical description	fixed single light window; exposed rafters; wooden plank roof over porch with shingles; front porch screened	
Item 26. Pictures	Resource 57-b.jpg (96k) Resource 57-a.jpg (90k) Resource 57-c.jpg (92k)	
Item 27. Description of outbuildings (if any)	Implement shed	
Item 29. Description of Landscape Features	Yard setting-Casual/unplanned	
Item 30. Count	Number of Buildings:	1
	Number of Structures:	0
	Number of Outbuildings:	1
	Number of Sites:	0
	Number of Landscape features:	0
Item 31. Description of the environment	Town-Residential [Mixed old and new]	
Item 32. Archeological Potential		
Item 33. History		
Item 34. Historical theme(s)	Architecture	
Item 34. Distinctive aspects of GA's history		
Item 35. Significance	Architecture-Architectural type-Common Architecture-Architectural design [Good example/illustration] Architecture-Craftsmanship [Good example/illustration]	
Item 36. Sources of Information		
Item 37. Prepared By	Susanne Perry Terracon 2855 Premiere Parkway Suite C Duluth GA 30097	

Item 38. Date Of Survey	<u>Survey Resurvey</u>		
	2007		
Item 39. Government preservation activity			
Item 40. National Register Eligibility	Appears to meet Nat. Reg. criteria		
Item 41. USGS quadrangle name	Norcross		
Item 41. UTM Reference and XY Coordinates	<u>Zone</u>	<u>Easting</u>	<u>Northing</u>
	16	757461	3759359
	<u>X Coordinate</u>	<u>Y Coordinate</u>	
	-84.214325246725	33.94499124117	
Item 42. Tax map number	6254 135		
Item 43. Recognition and Date	<u>Recognition Date</u>		
Item 43. State Agency			
Item 43. Condition	<u>Condition</u>	<u>Due To</u>	<u>Threatened By</u>
	<u>Good</u>	<u>Structure</u>	

- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.



Photo 1: 206781



Photo 2: 206781



Photo 3: 206781

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007



Historic Demolition Questionnaire

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

If the property is located within the National or Local Historic District, please complete this application form in addition to the Demolition Permit Application.

ARCHITECTURAL INFORMATION

1. Would you like to request an inspection by the City of Norcross Building Official to confirm if this building, structure, or part thereof is deemed an immediate threat to public health or safety, per section 307-6 (f) (8)? ☐ Yes ☒ No
2. Provide a brief description of the materials, configuration, and use of the existing structure. If additional space is required, use a separate sheet of paper and label it attachment "A":
Small (aprox 800 sq ft) 1920s built cottage with attached single carport. See attachment A
3. Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "B":
The existing structure cannot be expanded into full size, two storey house. See attachment B
4. Provide a brief description of the proposed reuse, reconstruction, or replacement of the existing building. If additional space is required, use a separate sheet of paper and label it attachment "C" (This can be supplemented by the Architectural Review Board or Historic Preservation Commission application):
The existing building will be replaced with the structure built in compliance with historical themes

ABUTTING PROPERTY INFORMATION

Provide the names and addresses of all property owners abutting the property on which the historic demolition is requested. If additional space is required, use a separate sheet of paper and label it attachment "E":

1.	Name:	Address:
	Phone:	Email:
2.	Name:	Address:
	Phone:	Email:
3.	Name:	Address:
	Phone:	Email:
4.	Name:	Address:
	Phone:	Email:

APPLICANT SIGNATURE (please read and initial)

Application is hereby made according to the laws and ordinances of the City of Norcross for a permit to demolish a building, structure or part thereof located within the National Historic District as described herein or shown on accompanying plan and specification, to be located as shown on accompanying plat plan and if same is granted, agree to conform to all laws and ordinances regulating same. Demolition will be started no later than six months from date of permit issue. Personally appeared the above named applicant, who under oath says that he/she is the applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Applicant Name (Print): Susan Tanner	Signature: <i>Susan Tanner</i>	Date: 5/19/2025
---	-----------------------------------	--------------------

Historic Demolition Questionnaire

Attachment A

- Barton 146 cottage is a one level property with an extension to the back and a carport on its left side. It features approx 840 sq ft and consist of **entry room with a fireplace, two small bedrooms, kitchen that is partially expanded to the back (via the added-on extension) and a bathroom in the same extension part of the structure. Entry to the bathroom is from the kitchen. In the front, there is a small porch with the staircase.**



- The cottage has three windows (two in one bedroom and one in the second bedroom), three doors (one front the entrance porch, second from the carport, both doors lead to the front entry room) and one door from the kitchen to the backyard. There is one half size window from the kitchen to the backyard. Right side view is shown below:



- The cottage occupies approx. 1/3rd of the lot and is tucked to its right side. A car port is on its left side, closer to the centre of the lot. Left side view is shown below:



- There is small crawl space with inadequate clearance between the soil and unprotected floor wood joist/floor.
- The cottage siding is made of painted wood and due to the slope of the grade of the lot its back touches the soil in the back as shown on the photo below



Historic Demolition Questionnaire

Attachment B

- 146 N Barton St property layout is not suitable for new extensions to the left side due to the location of the carport and the fireplace, both blocking the left side of the structure. The right side of the cottage is too close to the next door neighbour's driveway.
-
- The later-added extension of the cottage rests on the existing foundations on one side and on 4x4 posts from the ground in the back of it. This extension has already settled differently from the original cottage as seen in the photo below.



- The rain water from the uphill houses and lots from N Peachtree St. flows under the cottage extension as seen on the photo below. The foundation of the extension will have to be rebuilt to better manage the water flow
-



- Current floor joists are spaced 20" and are supported by adjustable metal jacks in the crawl space. These joists will have to be reinstalled closer to each other to meet current building code (16" max. spacing). The metal jacks will have to be relocated. Most likely, the floors will need to be removed and re-installed on properly built joist
- Short foundation walls do not permit thru-wall vents and allow for proper ventilation of the crawl space.
- The current cottage siding is made of wood and due to the slope of the grade in the back, it touches the soil. All walls and floors will have to be inspected for rot, mould, termites, insects and, replaced or properly remedied. It will require opening the walls and floors
- The extension of the kitchen and the bathroom does not rest on foundations on one side of it and it already begun sinking into the ground.
 - Kitchen will have to be moved from the current unsafe location and rebuilt
 - Bathroom will have to be moved from the current unsafe location in the extension
 - Water heater will have to be relocated from the extension
- The fireplace chimney will have to be replaced as it poses a danger of falling. Chimney of the fireplace has crumbling mortar in the brick veneer, and it tilts away from the house. The rubble foundation for the chimney has settled more than the adjacent concrete masonry foundation. The integrity of the fireplace flue is also questionable.



- Front porch will need to be rebuilt to address slope and framing issues highlighted in the report.
- The carport structure was built on a driveway slab without proper foundations. It will need to be replaced with a proper garage.
- Old electrical wiring inside the cottage walls does not have a ground wire. Wiring inside the carport is stapled to the wall without protection.
 - Electrical wiring will have to be inspected and replaced where needed, by opening the walls and ceilings&floors.
 - Electrical distribution/breaker panel will have to be relocated from the bedroom.
- All water and drainage plumbing pipes will have to be rerouted to the new kitchen and bathroom locations.
 - Gas pipes will have to be rerouted to the new kitchen location, to HVAC furnaces and to the water heater

- HVAC system and ducts have to be removed and rebuilt for a two-story dual system
- The front porch is close to the ground with the stairs and front stoop settled down. The floor is uneven and rotted
- As per Consulting Engineers' report (Exhibit D) commenting on the potential renovation of the existing cottage:
 - *"Once the potential renovation begins, inadequately sized wood members and construction details that do not satisfy load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing"*
 - *"Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins"*
 - *Considering the extensive reconstruction of the foundation and framing, as well as the regrading and site work, it will be more cost effective to raze the existing structure*

In summary:

- We bought the 146 N Barton cottage with the intent of expanding it into a more spacious home to "age in place" while maintaining the integrity and appreciation of Historic Norcross. After discussing our options with the builders working in Norcross (Stan Howington and Ethan Frazier) and especially after inspection done by the Consulting Engineers (who also worked in the area), we do not see the path to an attractive, safe and livable home without demolition of the current structure



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

AGENDA REPORT

To: Mayor and Council

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

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-325

Title: City Council Appeal of ARB Approval of COA2025-037

CC: Eric Johnson, City Manager

Recommendation

Request for Council action to approve as presented, approve with conditions, or deny the Certificate of Appropriateness for 60 Barton Street (the "Property").

Background

This agenda item comes before the City Council as an appeal of the approval of a Certificate of Appropriateness granted by the Architectural Review Board ("ARB") pertaining to the Property. ARB's approval authority is provided by Section 103-5 of the Code of Ordinances. The City Council is an intermediate appellate body for all ARB Certificates of Appropriateness and reviews these appeals *de novo*, meaning that new evidence, testimony, and exhibits can be submitted for the Council's consideration.

A residential housing plan and architectural elevations detailing the construction of a home on the Property were presented by Stan Howington at the ARB's September 30, 2025, meeting. The ARB issued a Certificate of Appropriateness subject to certain conditions. The appeal was timely filed by Brady Rhinehart. Letters supporting his appeal have also been submitted to the Community Development Department and are enclosed.

The City Council is tasked with reviewing the application for its conformance with the City's Architectural and Site Design Standards and the Comprehensive Plan. Those standards provide guidance for site layout, building orientations, and architectural treatments. The standards are design and aesthetic standards. These standards are in addition to and do not replace technical, environmental, and engineering regulations. Such standards will be applied and analyzed when a land disturbance permit is submitted.

The appeal will be heard in a public hearing at the Council's December 1, 2025, meeting, where the appellant, applicant, and the public will be offered the opportunity to present their arguments and evidence for and against approval. This policy work session may be used by Council to obtain

technical or procedural information from staff if desired. The City Council must render a decision on the appeal within thirty (30) days of the public hearing.

Financial Impact

Not applicable

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

ARB Agenda Packet
ARB Minutes (draft)
Appeal Letter
Letters of Support

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Tuesday, October 21, 2025

6:00 PM

2nd Floor Conference Room

Architectural Review Board

Jeff Hopper, Chair

Bill McLees

Barbara Grayson

Naim Harrison

Hugh Cooper

A. Call to Order

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Approval of Previous Meeting Minutes

[Architectural Review Board – September 16, 2025, 6:00 pm](#)

[Architectural Review Board – September 30, 2025, 6:00 pm](#)

C. Unfinished Business**D. New Business****1. 2025-283: COA2025-027 146 Barton Street**

Attachments:

1. Staff Report - COA2025-027
2. COA2025-027_Updated Application.4 (1)_Redacted

E. ADDITIONAL INPUT AND/OR DISCUSSION NOT OTHERWISE ADDRESSED BY THIS AGENDA**F. Adjourn**

Signed by _____ Jeff Hopper, Chair

Signed by _____ LeDarius Scott, Senior Planner

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

**Tuesday, September 16, 2025
6:00 PM**

2nd Floor Conference Room Architectural Review Board

Jeff Hopper, Chair

Bill McLees

Barbara Grayson

Naim Harrison

Hugh Cooper

A. Call to Order

Architectural Review Board was called to order at 6:00 PM by

Attendee Name	Title	Status	Arrived
Jeff Hopper	Chair	Present	
Bill McLees	Board Member	Present	
Barbara Grayson	Board Member	Present	
Naim Harrison	Board Member	Present	
Hugh Cooper	Board Member	Present	

B. Approval of Previous Meetings Minutes

Architectural Review Board - Aug 19, 2025, 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Barbara Grayson, Board Member
SECONDER:	Bill McLees, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

C. Unfinished Business**D. New Business****1. 25-7436: COA2025-028 5592 Shawnee Trail**

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

2. 25-7437: COA025-035 467 Lawrenceville Street

Motion

A motion to approve application COA2025-035 for the construction of a new house at 467 Lawrenceville Street, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

3. 25-7438: COA2025-036 5891 Lanier Boulevard

Motion

A motion to approve application COA2025-036 for the construction of a Front Porch at 5891 Lanier Boulevard, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Naim Harrison, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

4. 25-7439: COA2025-039 232 Lawrenceville Street

Motion

A motion to approve application COA2025-039 for a new addition at 232 Lawrenceville Street, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

5. 25-7441: COA2025-042 3405 Willow Oak Drive

Motion

A motion to approve application COA2025-042 for a Screened-in Porch 3405 Willow Oak Drive, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB

- approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

6. 25-7440: COA2025-041 709 Oak Terrace

Motion

A motion to approve COA2025-041 for a Façade Change at 709 Oak Terrace, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

E. ADDITIONAL INPUT AND/OR DISCUSSION NOT OTHERWISE ADDRESSED BY THIS AGENDA

F. Adjourn

Jeff Hopper motioned to adjourn the meeting at 6:45 pm, seconded by Hugh Cooper. The vote was unanimous, 5-0.

Signed by _____ **Jeff Hopper, Chair**

Signed by _____ **LeDarius Scott, Senior Planner**

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

**Tuesday, September 30, 2025
6:00 PM**

2nd Floor Conference Room Architectural Review Board

Jeff Hopper, Chair

Bill McLees

Barbara Grayson

Naim Harrison

Hugh Cooper

A. Call To Order

A Special Called Meeting was called to order at 6:00 PM by Chair Jeff Hopper

Attendee Name	Title	Status	Arrived
Jeff Hopper	Chair	Present	
Bill McLees	Board Member	Present	
Barbara Grayson	Board Member	Present	
Naim Harrison	Board Member	Present	
Hugh Cooper	Board Member	Present	

B. Minutes Approval**C. New Business****1. 25-7460: COA2025-044 76 Buchanan Street****Discussion Notes**

- The applicant, David Murray, spoke briefly about the request and the need to create additional living space in the home by enclosing the side porch.

A motion to Approve Application COA2025-044 to enclose a side porch at 76 Buchanan Street, with the following conditions:

- Paint color to match the existing home with color code provided during building permit phase;
- Changes to proposed doors and windows to be approved administratively;
- 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;
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing; and
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Barbara Grayson, Board Member
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

2. 25-7457: COA2025-040 704 Dogwood Circle**Discussion Notes**

- Paint color of structure to match the existing home.
- The rear elevation windows that are located on the second floor will be removed to accommodate the adjacent property owner at 549 Longview Drive, who had a concern about their rear yard privacy.
- Column sizes are referenced on the floor plan.

A Motion to approve Application COA2025-040 for the construction of a Garage/Accessory Dwelling Unit at 704 Dogwood Circle, with the following conditions:

- Remove 2nd story windows on rear elevation.
- 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.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.
- Approval by the Architectural Review Board is subject to and conditioned upon variances for the height and placement of the accessory structure as required by the UDO as may be considered in accordance with the UDO.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

3. **25-7458: COA2025-040 60 Barton Street**

Discussion Notes

- Standing seam metal roof is proposed.
- Some citizens in attendance felt the proposed home did not fit the character of the area.
- Topography was discussed as well, and the steepness of the driveway.

Motion to Approve Application COA2025-037 for the construction of a new house at 60 N. Barton Street, with the following conditions:

- City Arborist to approve final landscape plan.
- City Engineer to approve final driveway, which shall be limited to one driveway access off Buchanan Street per Code Section 401.41(d), Driveway Design Standards; unless otherwise approved by the City Engineer during plan review and permitting.
- Any future conversions of unconditioned space into conditioned space will require a permit.
- 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.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Barbara Grayson, Board Member
SECONDER:	Jeff Hopper, Hugh Cooper
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

4. **25-7459: COA2025-043 505 Cochran Drive**

Discussion Notes

- Water flow and impervious challenges were discussed.
- Adam's vineyard HOA had concerns with water flow and drainage.
- Catch basins are being proposed in the front yard to mitigate the stormwater challenges for the property.

Motion to Approve Application COA2025-043 for the construction of a new house at 505 Cochran Drive, with the following conditions:

- Any future conversions of unconditioned space into conditioned space will require a permit.
- 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.
- Any changes from the Architectural Review Board-approved component shall require ARB approval at another public hearing.
- An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

D. Additional Input

E. Adjourn

Jeff Hopper moved to adjourn the meeting at 7:16 PM, seconded by Naim Harrison. The vote was unanimous, 5-0.

Signed by _____ **Jeff Hopper, Chair**

Signed by _____ **LeDarius Scott, Senior Planner**



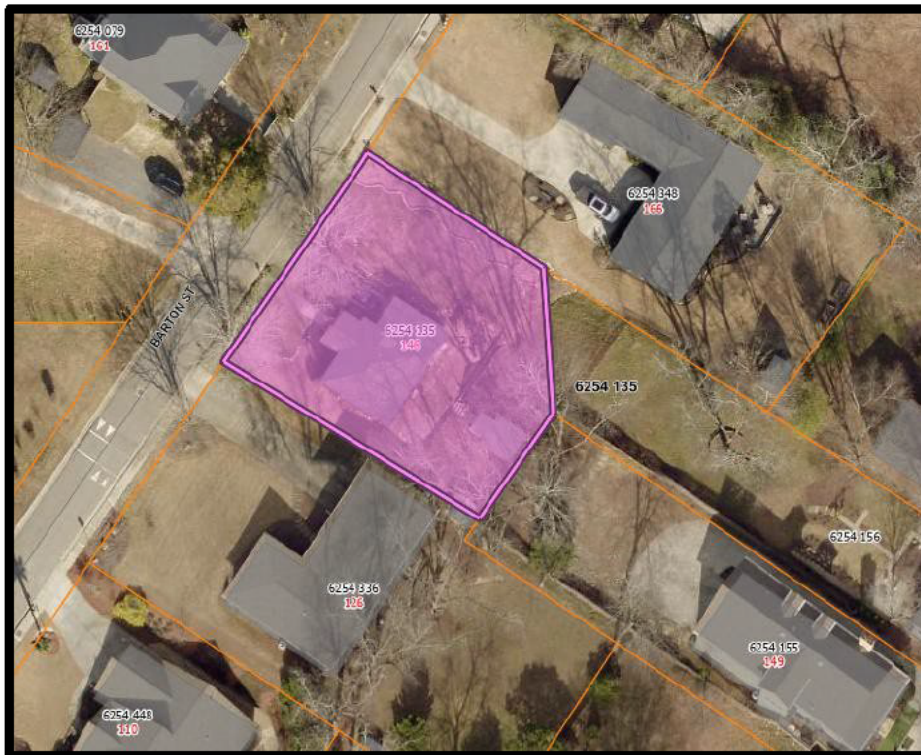
Meeting Date: 10/21/2025 at 6:00 PM

Petition Number: COA2025-027

Project Type:	Demo/Consideration of a New House
Property Location:	146 Barton Street
Tax Parcel ID:	6254 135
Petitioner:	Susan Tanner
Petitioner's Request:	Demolition of a Historic Structure and Consideration of a New House

Board	Meeting Type	Meeting	Meeting Time	Room
ARB	Hearing	10/21/2025	6:00 PM	2nd Floor Conference Room
MCC Policy	Meeting	11/17/2025	6:30 PM	2nd Floor Conference Room
MCC Regular	Hearing	12/1/2025	6:30 PM	Council Chambers

Vicinity Map:



City of Norcross Architectural Review Board Meeting for October 21, 2025, at 6:00 PM

PROPERTY INFORMATION	
Property Location	146 Barton Street
Acreage:	0.30 acres (13,266 sf)
Existing Lot Dimensions:	Lot frontage along Barton Street: 104 Feet Lot Depth: 147.25 feet
Existing Building Dimensions:	Approximately 800 square feet
Topography:	High Point: 1062 Low Point: 1052
Elevation:	High Point: Eastern Side Low Point: Western Side
Encumbrances:	This site is located in the National Historic District

Project Description

The applicant proposes to demolish a historic home built in 1920 with the intent of rebuilding a two (2) story, approximately 3,800 square foot, five (5) bedroom, two (2) garage residence on a 0.30-acre lot. The proposed architecture will consist of brick, hardiplank shingle siding and horizontal hardiplank siding on the primary façade, with brick and horizontal hardie plank siding on the side and rear elevations. According to the application, Sea Sand (6885-1) and Balsam Blue (7041-1) are two of the proposed colors for the new residence. The accessory architectural components' colors will be Sea Sand and White. The proposed doors and windows on the first floor will feature brick soldier course headers, with windows on the second floor featuring a trim border. Proposed windows feature diamond grills. The home will feature a six (6) foot deep front porch with 8 inch box columns.

Site Plan

The applicant's site plan shows the footprint of the proposed two (2) story, approximately 3,800 square foot home.

Approved Variances

At their September hearing, the Zoning Board of Appeals granted two (2) variances to reduce the front setback from code required 50 feet to 28.7 feet, and to increase the impervious coverage allowed from the maximum of 35 percent to 35.78 percent for the new home situated on a R100 lot. With written notarized consent from the adjoining property owners, the applicant received an administrative variance (AV2025-011) to reduce the rear setback from code required 40 feet to a proposed 30 feet, due to the size of the property which is 2,000 square feet under the minimum required 15,000 square feet for R100 properties. The subject parcel is considered to be legal non-conforming due to its small size.

(IN FEET)
1 inch = 40 ft.

Page 15 of 364

Landscape Plan

The applicant will be required to install the tree density units as specified by the Arborist as well as all other landscaping and foundation plantings as required by the Architectural Design Standards and the Unified Development Ordinance, if applicable.

Applicable Building Standards:

3.7.3.1 Front porches, verandahs and terraces must be at least six (6) feet deep to accommodate porch furniture as well as the passage of one person.

3.5.3.1 All residential construction shall include a combination of architectural treatments, such as brick or stone masonry, stucco, wood, or other durable materials. If masonry materials are used a minimum of three (3) facades must use the masonry material.

3.5.1.9 Approved building materials include brick, stone, wood, and wood shakes/shingles.

3.5.1.25 All construction shall include a combination of architectural treatment of brick or stone masonry, stucco, wood, or other durable materials.

3.5.3.2 The reveal (exposed portion) of siding will be a minimum of four (4) inches and shall not exceed six (6) inches.

Evaluation of a Historic Demolition

The Norcross Architectural and Site Design guidelines provide the criteria by which historic demolition permits are evaluated. The process is as follows:

- a. Determine if the subject building is considered a contributing or non-contributing building to the National Historic District:
 1. If it is determined that the subject building is non-contributing then:
 - a. The demolition of a non-contributing structure within the district is allowed under the following conditions:
 - a. Plans for the redevelopment of the site have been through the Design Review process and have been approved by the ARB.
 - b. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.
 - b. If it is determined that the subject building is contributing then:
 1. The demolition of a contributing structure within the district is allowed under the following conditions:
 - a. It is documented to the satisfaction of the ARB that the building cannot feasibly be rehabilitated for use, which should be written by a licensed architect, engineer, or city inspector.
 - b. Plans for the redevelopment of the site have been through the

- Design Review process and have been approved by the ARB.
- c. It is documented to the satisfaction of the ARB that finances are in place to construct the approved redevelopment plans.

Architectural and Site Design Standards

1. First, the ARB will need to determine if the existing building is a contributing or non-contributing structure. The design standards define contributing structure as a building that,

“Contributes to the architectural or historic significance of a historic district. A “contributing building” in a historic district is one that may be of limited individual significance but nevertheless functions as an important component of the district.”

2. Second, the ARB will need to determine the feasibility of rehabilitating the dwelling for use. As stated in the attached letter, the structure is not a good candidate for relocation and there will be major improvements for rehabilitating the dwelling.
3. Third, the ARB will need to review the financial statement confirming finances are sufficient for the developer to construct the proposed product.

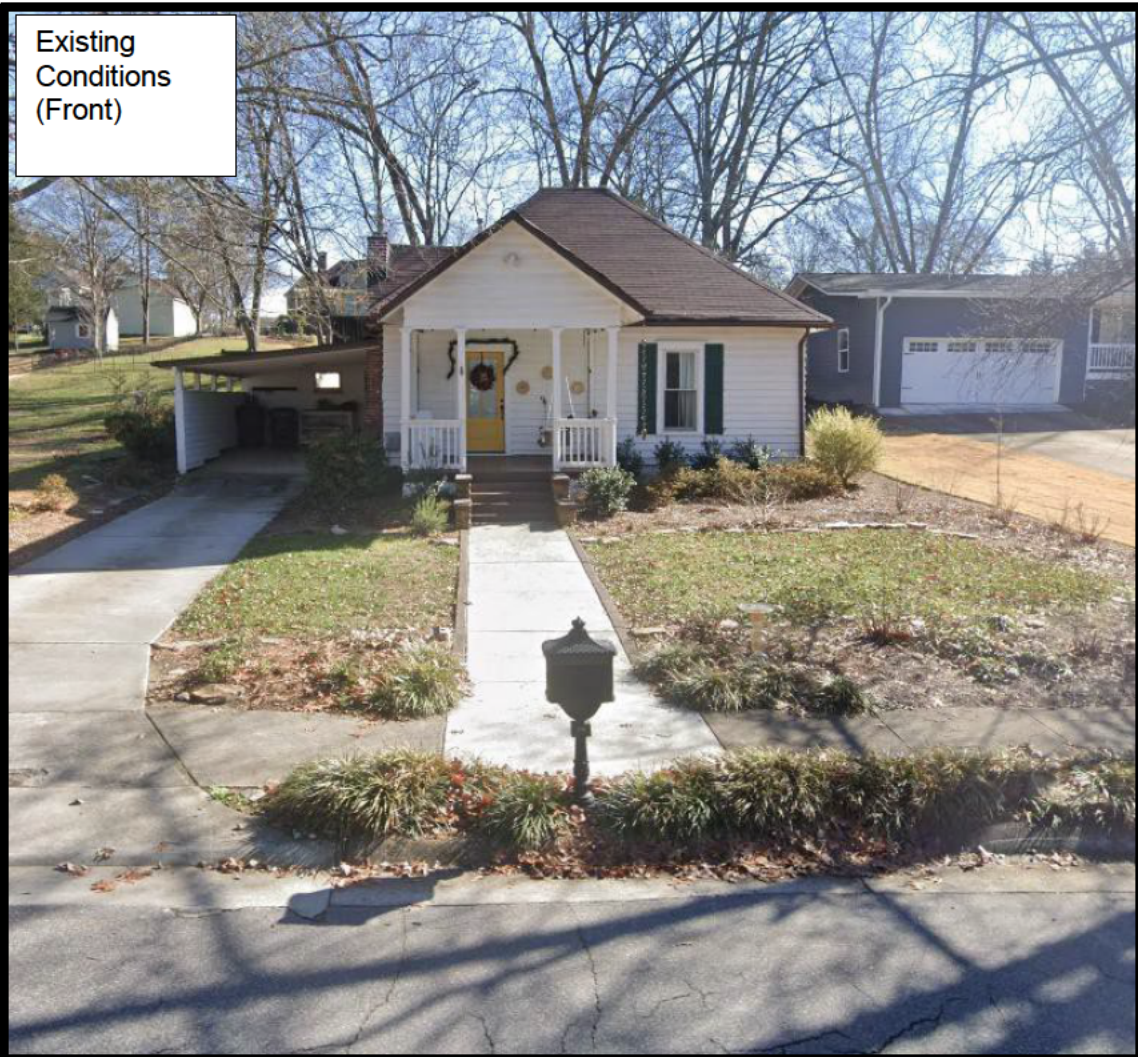
Background

The subject parcel and building are located within the National Historic District. Available records from the Gwinnett County Tax Assessor indicate that the dwelling was constructed in 1920. As it pertains to the Georgia Historic Resources survey conducted for the site in 2007, the existing home is not on the National Register. The submitted application is a request for complete demolition and construction of a new home.

Inspections

On June 3, 2025, the City’s Building Official inspected the building and noted that several alterations had been made to the original structure and salvaging of materials would be at the discretion of the homeowner. The Engineer’s report drafted by Michael Quinn and Associates, P.C., assessed the feasibility of renovating the existing building which is attached to this analysis. Per the report, “considering the extensive reconstruction foundations and framing necessary, as well as regrading and site work, it will be more cost effective to raze the existing structure.”

Existing
Conditions
(Front)



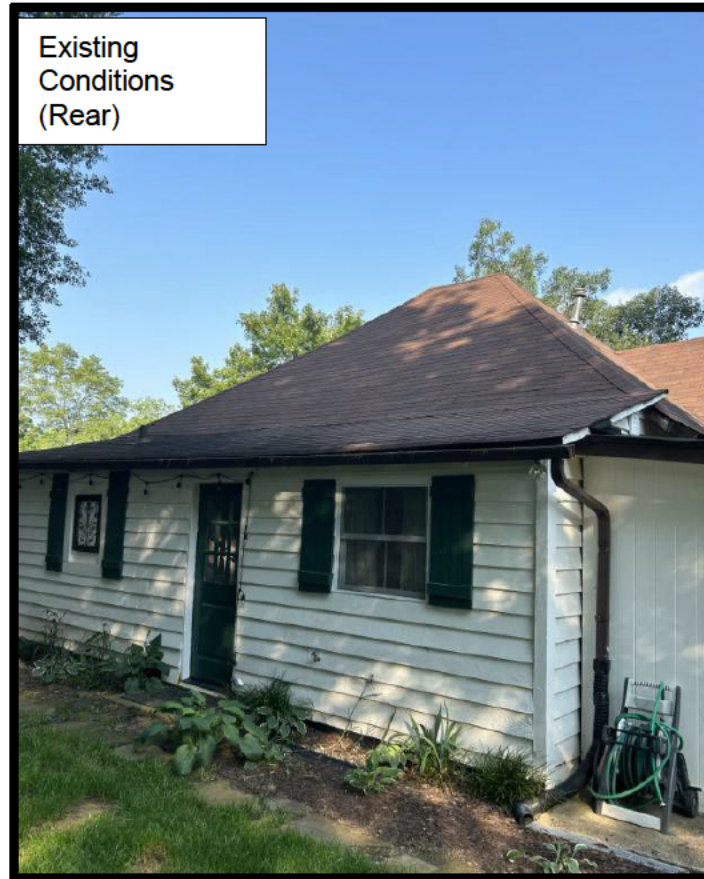


Additional Left
Side View

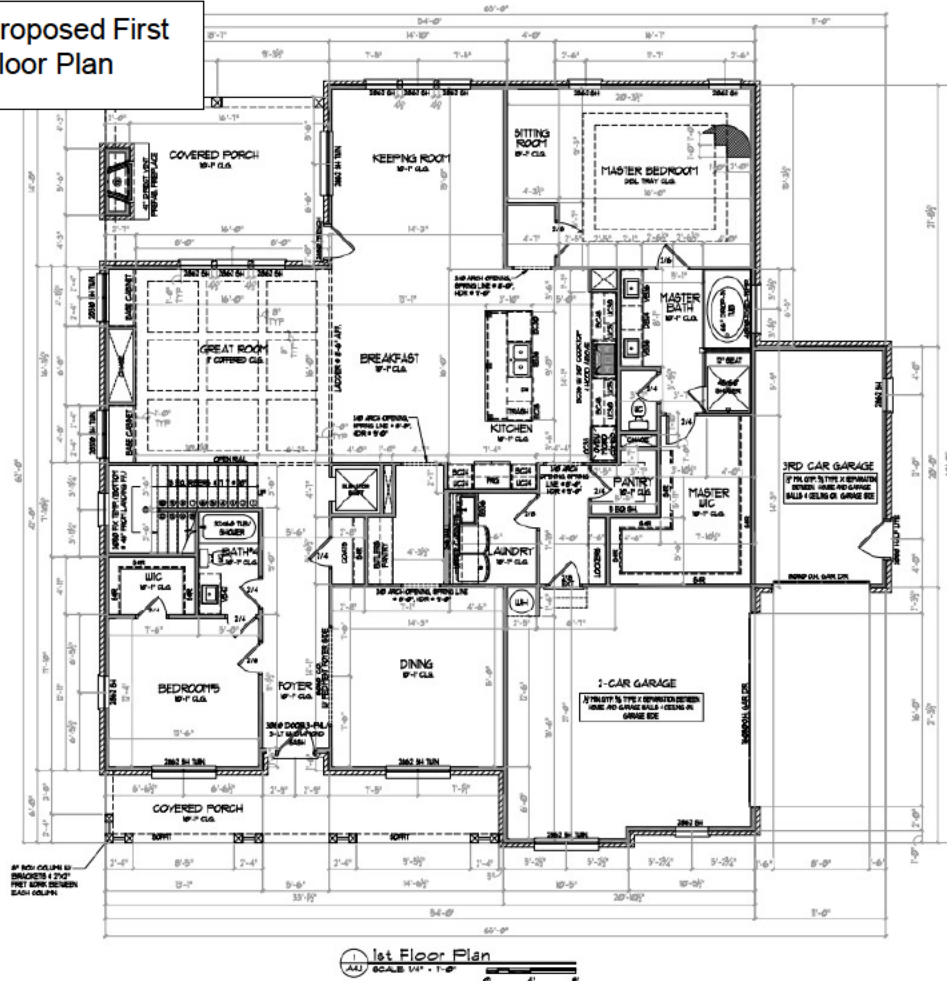


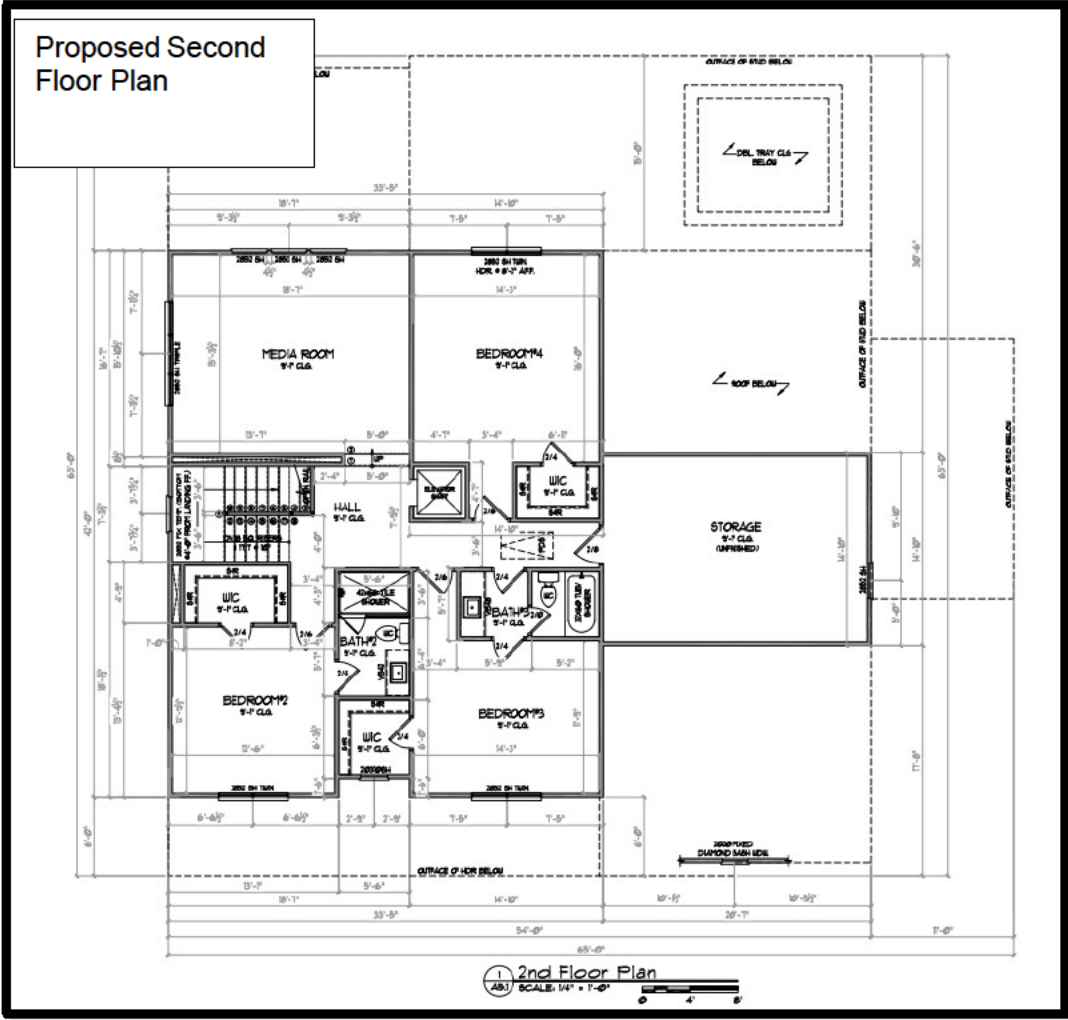
Existing
Conditions
(Right)





Proposed First Floor Plan







Description of Proposed Front Elevation:

The proposed front elevation consists of brick on the first floor. The front façade includes a right-side front-loading garage with glass above the doors along with a brick soldier course header. The front elevation includes gable roofs with vents, and a dormer window on the attic level.

First Floor Components

First floor windows feature brick soldier course headers along with diamond grills. Below the first-floor windows is a brick sill.

Second Floor Components

The second level features hardiplank shingle siding, horizontal lap siding, and diamond grill windows with a trim border.

The Front Porch Components

The front covered porch includes a fascia, gable roof and is supported by 8 inch columns.

Discussion Item: Provide material being used for garage door. Does this elevation match the proposed floor plan as it pertains to the garages? The two-car garage on the floor plan appears to be on the front, while the front elevation appears to show a one car garage.



Description of Proposed Left Elevation:

First Floor

The proposed left elevation features brick on the first floor. The first-floor windows feature a brick soldier course header and brick sill below.

Second Floor

The second-floor features horizontal siding on the second floor and a gable roof.

The Rear porch

The rear porch can be seen here, which includes a door along with a 10 inch column and roof.

Discussion Item: Should the gable at the top be vented to break up the expanse?



Description of Proposed Right Elevation:

The proposed right elevation features brick on the first floor and horizontal siding on the second floor and a double gable roof. Historic homes did not have integral garages, but due to the small size of the lot, an integral garage is supported versus a detached garage or carport.

First Floor Components

The first-floor windows feature a brick soldier course header and a brick sill below. Garage doors topped with glass and a brick soldier course header are presented here which appears to be for two (2) cars.

Second Floor Components

The second-floor elevation features a single hung window.

Discussion Item: Provide material being used for garage door. Does this elevation match the proposed floor plan as it pertains to the garages? The two-car garage on the floor plan appears to be on the front, while the front elevation appears to show a one car garage.

Proposed Rear Elevation



Description of Proposed Rear Elevation:

First Floor

The rear elevation features brick on the first floor along with a fenestration of single hung windows and 10 "boxed columns for the rear covered porch.

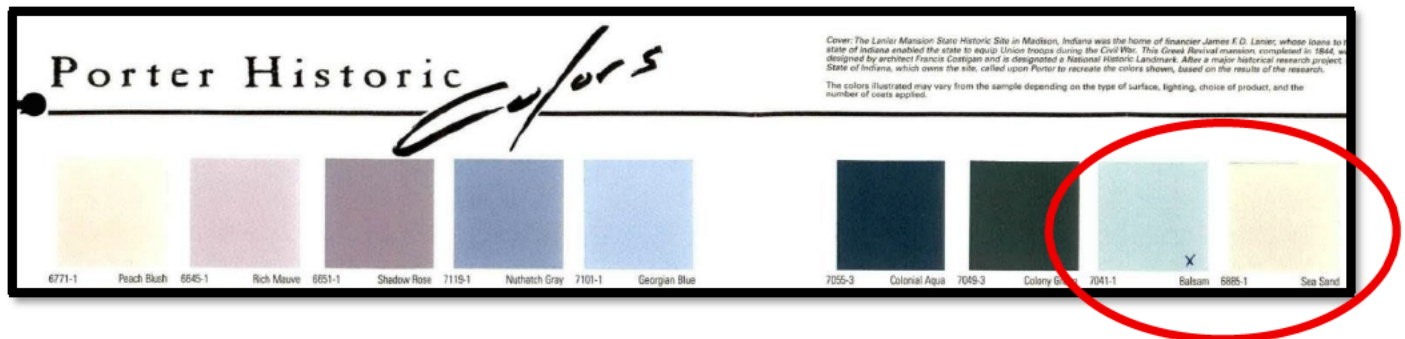
Second floor

The second-floor features gable roofs made of horizontal siding and windows.

Discussion Item: Why 10" columns along the rear, and 8" columns along the front? Perhaps the sizes should be switched or the same.

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basemnt		

COLOR AND MATERIAL PLACEMENT ADDENDUM (Exterior Components)		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		



Recommendations

Should the ARB decide to grant approval, Staff recommends the following conditions:

1. The applicant shall recycle the bricks and windows at a minimum and provide documentation of where or who recycled them through presentation of receipt.
2. 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.
3. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
4. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.



michael quinn and associates, p.c.

6767 peachtree industrial blvd. • suite p
norcross, georgia 30092
770-452-0744

January 28, 2025

Dr. Susan Tanner
Mr. Mark Bugajski
146 N. Barton Street
Norcross, Georgia 30071

RE: 146 N. Barton Street
MQ + A Project No. 25018

Dear Susan and Mark:

On January 17, 2025, the undersigned visited the referenced project to evaluate the suitability of the existing structure for a proposed renovation. Our observations were visual only and limited to the exposed portions of the structure; we did not remove finish materials or perform soil or material tests. This report presents our opinions and does not constitute a warranty or guarantee of the condition of the structure. We can only make assumptions about covered or partially exposed existing construction (including foundations and soil bearing capacity). We are not liable for our assumptions regarding covered or partially exposed construction, or any modifications or repairs made as a result of these assumptions.

The existing structure is a wood-framed one-story home with wood siding on a rubble and masonry crawl space foundation. We understand it was built in 1920. Our findings and recommendations follow:

1. The lot slopes from rear-to-front. The house is in the path of and interrupts the overland flow of surface water. The grade adjacent to the house does not slope away from the foundation.
2. The crawl space does not have adequate clearance between the soil and the wood floor system. The short foundation walls do not permit through-wall vents and proper ventilation and air flow in the crawl space. Mold and wood rot will result from these conditions.
3. There does not appear to be a foundation drain around the perimeter of the house, which will aggravate the problems described above.
4. An addition previously made to the entire back of the house does not have foundations. This portion of the house has settled differentially from the original house.
5. The rubble foundation for the chimney on the left side of the house has settled more than the adjacent concrete masonry foundation, as evident by the non-horizontal joints in the siding.
6. The carport structure appears to have been built on a driveway slab, without proper foundations.
7. The grade around the perimeter of the house is too high, and the wood siding does not have adequate clearance from the soil.

8. Our experience with similar structures is that once renovation begins, inadequately sized wood members and construction details that do not satisfy current load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing.

9. The poor drainage and proximity to soil increase the likelihood that rotted wood, termites, and mold will be discovered during the entire structure during the renovation, necessitating replacement of affected members.

10. We understand the electrical wiring does not have a grounded wire, necessitating modernization of the electrical system.

11. In the carport, the naked electrical wiring is stapled unprotected to the walls.

12. The existing foundation consists of concrete masonry walls, stone rubble masonry perimeter walls, and isolated interior piers. The foundations for these elements are questionable. The mortar holding the walls and piers together is deteriorated and easily crumbles. The foundations should be replaced.

13. The brick-veneered masonry chimney on the left side of the house is distressed and the integrity of the flue is questionable.

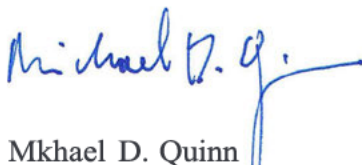
14. The front porch is too close to the ground; the floor framing could not be observed. The front stoop and stairs have settled. The wood floor is rotten and uneven, creating a tripping hazard. We suspect it is rotted and/or termite damaged and must be replaced.

15. Re-grading of the yard, possibly including new retaining walls, area drains, and dry wells, may be required to maintain a crawl space under the porch and house.

16. Our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins. Contingencies should be made in the schedule and budget for this likelihood.

Considering the extensive reconstruction of the foundations and framing necessary, as well as the regrading and site work, it will be more cost effective to raze the existing structure. Please do not hesitate to call if you have any questions or if we can be of further assistance.

Sincerely,
MICHAEL QUINN AND ASSOCIATES, P.C.


Michael D. Quinn





Monarch Capital Advisors

To Whom It May Concern:

Our client Susan Tanner has sufficient funds available, for immediate use, in planned construction of the proposed home at 146 N. Barton Street, Norcross, GA 30071, once demolition of the existing structure has taken place.

Please contact me with any additional inquiries.

Sincerely,

Thomas Lance

Financial Advisor

Monarch Capital Advisors

Atlanta, GA

770-847-9362



Georgia Historic Resources

Historic Preservation Division,
Georgia Department of Natural Resources.

Resource ID 206781
County Gwinnett

Item 1. Resource **Name**

Item 3. Resource Address/Location 146 North Barton Street
Norcross
30071

Item 4. Owner's Name and Address

Item 5. Classification Building

Item 7. Current Use Domestic/residential-Single dwelling

Item 7. Original Use Domestic/residential-Single dwelling

Item 8. Date of Construction (or estimate) c1920

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Item 9. Major Changes
Altered: Description Date
Additions: Description Date
rear and carport
Moved: Description Date
Destroyed: Description: Date:

Item 10. Architect/engineer/designer Unknown

Item 11. Contractor/builder/craftsman Unknown

Item 12. Style Craftsman

Item 13. Building Type House types-Pyramid cottage

Item 14. Original Floor Plan Three or more rooms [Two rooms]

Item 15. Plan Shape Square

Item 16. Number Of Stories One

Item 17. Facade Symmetry Asymmetric

Item 17. Front Door(s) One door

Item 18. Roof Type Hip

\... Item 18. Roof Material Composition shingle/asphalt shingle

Item 19. Chimney placement and

Material	Gable-end, exterior (Brick)
Item 20. Type Of Construction	Balloon frame/platform frame
Item 21. Exterior material(s)	Wood-Weatherboard/clapboard/beveled siding
Item 22. Foundation material(s)	Stone
Item 23. Porches	Portico (Front) [1 story] [Partial] [Wood] [Gable]
Item 24. Windows	<u>Double-hung sash [Flat-headed] (1/1) [Rectangular]</u> Fixed [Flat-headed] [Rectangular]
Item 25. Additional physical description	fixed single light window; exposed rafters; wooden plank roof over porch <u>with shingles</u> ; front porch screened
Item 26. Pictures	<u>Resource 57-b.jQQ (96k)</u> <u>Resource 57-a.jpg (90k)</u> Resource 57-c.jQQ. (92k)
Item 27. Description of outbuildings (If any)	Implement shed
Item 29. Description of Landscape Features	Yard setting-Casual/unplanned
Item 30. Count	<u>Number of Buildings:</u> 1 <u>Number of Structures:</u> 0 <u>Number of Outbuildings:</u> 1 <u>Number of Sites:</u> 0 <u>Number of Landscape features:</u> 0
Item 31. Description of the environment	Town-Residential [Mixed old and new]
Item 32. Archeological Potential	
Item 33. History	
Item 34. Historical theme(s)	Architecture
Item 34. Distinctive aspects of GA's history	
Item 35. Significance	<u>Architecture-Architectural type-Common</u> <u>Architecture-Architectural design [Good example/illustration]</u> <u>Architecture-Craftsmanship [Good example/illustration]</u>
Item 36. Sources of Information	
Item 37. Prepared By	Susanne Perry Terracon 2855 Premiere Parkway Suite C Duluth GA 30097

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Item 38. Date Of Survey	<u>Survey Resurvey</u>		
	2007		
Item 39. Government preservation activity			
Item 40. National Register Eligibility	Appears to meet Nat. Reg. criteria		
Item 41. USGS quadrangle name	Norcross		
Item 41. UTM Reference and XV Coordinates	<u>Zone</u>	<u>Easting</u>	<u>Northing</u>
	<u>16</u>	<u>757461</u>	<u>3759359</u>
	<u>X Coordinate</u>	<u>Y Coordinate</u>	
	-84.214325246725	33.94499124117	
Item 42. Tax map number	6254 135		
Item 43. Recognition and Date	Recognition Date		
Item 43. State Agency			
Item 43. Condition	Condition	Due To	Threatened By
	Good	<u>Structure</u>	

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- **TIP:** To print this report select Print from the browser 'File' menu.
- These results are based on survey data in the database at the time of the search. Not all areas of the state have been surveyed, and not all surveyed areas have been surveyed to current standards. Unsurveyed resources meeting the parameters of your search/query may exist in surveyed and unsurveyed areas.
- This is a product of Georgia's Natural, Archaeological, and Historic Resources GIS developed by The Carl Vinson Institute of Government, ITOS Division at The University of Georgia. The University of Georgia expressly disclaims responsibility for damages or liability that may arise from the use of this report.

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Photo 1: 206781



Photo 2: 206781



Photo 3: 206781

Norcross Survey - Terracon Project No. 49075602

Date Photos Taken: March 2007

Historic Demolition Questionnaire

Community Development Department
678-411-2027 | 65 Lawrenceville Road, Norcross, GA 30071

If the property is listed on the National or State Historic Register, please complete this application for a demolition permit in addition to the other required permits.

ARCHITECTURAL INFORMATION

1.	Would you like to request inspection by the City of Norcross Building Official to confirm if the building, structure, or parcel is deemed an immediate threat to public health or safety per section 307-6(0)(8)? ☐ Yes ☒ No
2.	Provide a brief description of the existing structure. If additional space is required, use a separate sheet and label attachment "A"; Small (approx 800' sq ft) 1920s built cottage with attached single carport. See attachment A
3.	Provide a brief explanation of why the historic demolition is requested. If additional space is required, use a separate sheet of paper and label attachment "B"; The existing structure cannot be expanded in a full size, two-story house. See attachment B
4.	Provide a brief description of the proposed new, reconstruction, or replacement of the existing building. If additional space is required, use a separate sheet of paper and label attachment "C" (This can be supplemented by the Architectural Review Board or Historic Preservation Commission application); The existing building will be replaced with a structure built in compliance with historical themes

ABUTTING PROPERTY INFORMATION

Provide the address and addresses of all properties abutting the historic demolition is requested. If additional space is required, use a separate sheet of paper and label attachment "E";

1.	Name: Phone:	Address: Email:
2.	Name: Phone:	Address: Email:
3.	Name: Phone:	Address: Email:
4.	Name: Phone:	Address: Email:

APPLICANT SIGNATURE (please read and initial)

I, the undersigned, hereby certify that the information provided on this form is true and correct to the best of my knowledge and belief. I am the owner of the property described herein or I am authorized to act on behalf of the owner. I understand that the City of Norcross has the right to inspect the property at any time and to require the owner to provide access to the property for inspection. I understand that the City of Norcross has the right to require the owner to provide a bond to cover the cost of the demolition. I understand that the City of Norcross has the right to require the owner to provide a bond to cover the cost of the demolition. I understand that the City of Norcross has the right to require the owner to provide a bond to cover the cost of the demolition.

Applicant Name (Print): S. Janner Signature: S. Janner Date: 5/17/2025

Historic Demolition Questionnaire

Attachment A

- Barton 146 cottage is a one level property with an addition to the back and a carport on its left side. It features approximately 840 sq ft and consists of an entry room with a fireplace, two small bedrooms, a kitchen that is partially expanded to the back (the added-on extension) and a bathroom. In the same extension part of the structure. Entry is the historic room, from the kitchen. In the front there is a small porch with the staircase.



- The cottage has three windows (two on the front porch, one in the second bedroom) and three doors: one from the entrance porch, second from the carport both doors lead to the front entry room and one door from the kitchen to the back yard. There is also one half-size window from the kitchen to the backyard. Right side view is shown below:



- The cottage occupies approx. 1/3rd of the lot and is tucked to its right side. A car port is on its left side, closer to the centre of the lot. Left side view is shown below:



- There is small crawl space with inadequate clearance between the soil and unprotected floor wood joist/floor.
- The cottage siding is made of painted wood and due to the slope of the grade of the lot its back touches the soil in the back as shown on the photo below



Historic Demolition Questionnaire

Attachment B

- 146 N Barton St property layout is not suitable for new extensions to the left side due to the location of the carport and the fireplace, both blocking the left side of the structure. The right side of the cottage is too close to the next door neighbour's driveway.
- The later-added extension of the cottage rests on the existing foundations on one side and on 4x4 posts from the ground on the other. This extension has already settled differently from the original cottage, as seen in the photo below.



- The rainwater from the uphill houses and lots from N Peachtree St. flows under the cottage at least, as seen on the photo below. The foundation of the extension will have to be rebuilt to better manage the water flow.



- Current floor joists **re spaced** 20" and are supported by adjustable metal jacks 11" high or less. These joists will have to be re-spaced closer to each other to meet current building code (16" max. spacing). The metal jacks will have to be removed. Most likely, the floors will need to be removed and re-installed on properly built joists.
- Short foundation walls do not permit thru-wall vents and allow for proper ventilation or the crawl space.
- The current exterior siding is made of wood. Due to the slope of the grade in the back, it touches the soil. All walls and doors will have to be inspected for rot, mould, termites, insects and, if properly remedied. It **will** require opening the walls and floors.
- The extension of the kitchen and the bathroom does not rest on foundations on one side of it and it already begun sinking into the ground.
 - Kitchen will have to be moved from the current unsafe location and rebuilt
 - Bathroom will have to be moved from the current unsafe location. In the extension, Water heater will have to be relocated from the extension.
- The fireplace chimney **will** have to be replaced as it poses a danger of falling. Chimney of the fireplace has crumbling mortar in the brick veneer, and it tilts away from the house. The rubble foundation for the chimney has settled more than the adjacent concrete masonry foundation. The integrity of the fireplace flue is also questionable.



- Front porch will need to be rebuilt to address slope and framing issues highlighted in the report.
- The carports structure was built on a driveway slab without proper foundations. It will need to be replaced with proper grading.
- Old electrical wiring inside the cottage walls does not have a ground wire. Wiring inside the carport is stapled to the wall without protection.
 - Electrical wiring will have to be inspected and replaced where needed, by opening the walls and ceilings.
 - Electrical distribution/breaker panel will have to be relocated from the bedroom.
- All water and drainage plumbing pipes will have to be rerouted to the new location and bathroom locations.
 - Gas pipes **will** have to be rerouted to the new kitchen location, to the HVAC furnaces and to the water heater.

HVAC system and ducts have been removed and built for a two-story dual system

- The front porch is close to the ground with the stairs and front stoop set level down. The floor is uneven and rotted
- As per Consulting Engineers' report (Exhibit D) commenting on the potential renovation of the existing garage

o "Once the potential renovation begins, inadequately sized wood members and construction details that do not satisfy load-carrying requirements will be uncovered, necessitating replacement of the majority of the framing"

our experience with similar projects has been that additional issues will be discovered once the repair and reconstruction process begins"

Considering the extensive reconstruction of the foundation and framing, as well as the rodding and tie work, it will be more cost effective to replace the existing sfmdPie

In summary:

- We bought the 146 N Barton Street with the intent of expanding it into a more spacious home to be in place while maintaining the integrity and preservation of the historic Norcross. After discussing our options with the builder working in Norcross (Stan Howington and Ethan Frazer) and especially after inspection done by the Consulting Engineers (who also worked in the area), we do not see the path to a safe and livable home within the demolition of the current structure



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

JOB LOCATION			
Job Site Address: 146 N Barton St	Lot# 254	Tax Parcel ID: R6254-135	
LANDOWNER OF RECORD			
If applicant is not the owner, as listed on the property deed, a letter from the owner authorizing the proposed work must be included along with the owner's phone number and address.			
Name: Susan Tanner	Phone: [REDACTED]		
Address: 161 N Peachtree St	City: Norcross	State: Ga	Zip Code: 30071
APPLICANT			
Applicant Name: Susan Tanner	Phone: [REDACTED]		
Company Name:	Email: [REDACTED]		
Address: 161 N Peachtree St	City: Norcross	State:	Zip Code:
DESCRIPTION OF PROJECT			
Project Type ☒ Residential ☐ Commercial ☐ Industrial ☐ Other project			
Briefly, yet accurately, describe all new construction, alterations, repairs or other changes to the exterior appearance or site for the property under consideration. Use additional pages as needed:			
New construction of two-story, single family house approx 3800 sq ft with a detached three car garage			
STATEMENT			
Has this property been before the Mayor and Council, Downtown Development Authority, Architectural Review Board, Board of Appeals or Board of Planning and Zoning within the last 24 months?			
Over ☐ No ☒			
If yes, please list the board and reference number:			

OWNER'S SIGNATURE			
Signature: Susan Tanner		Date: 9/10/2025	
NOTE: Please submit electronic copies online of site plan, landscape plan, floor plans, paint palettes, as well as photos for all proposed building materials, light fixtures, windows, and doors, along with this application form by creating an account with https://eplansolution.com/norcrossga Hard copies of application materials will not be accepted.			



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

Foundation Type: (Circle One)		
☐	☐ Crawl Space	☐ Basement
Building Dimensions:		
Width: 65 ft	Length: 63 ft	Height:* 39 ft
Area Dimensions:		
First Floor: 2476 sq ft	Second Floor: 1317 sq ft	Third Floor:
Basement**:	Front Porch: 201 sq ft	Rear Porch: 260 sq ft
Patio:	Garage: 650 sq ft	
Primary Roof System: (Circle One)		
☐ Gable)	☐ Hip	☐ Gambrel
☐ Mansard	☐ Jerkinhead	☐ Flat
☐ Saltbox	☐ Shed	☐ Other:
Roof Pitches:		
Primary Roof Pitch: 8:12		
Secondary Roof Pitch: 6:12		
Additional Roof Pitch: 4:12		
Floor and Elevation Plan information to be included on each		
Street Address and Lot Number	Scale with scale bar	Scaled measurement for each floor level and building elevation
Site Plan and Landscape Plan information to be included on each		
Scale with scale bar and North Arrow	Building and driveway foot print	HVAC and utility equipment
Location and type of plantings	List of planting materials	
*Height of building means the vertical distance measured from grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of the highest roof having a pitch.		
**Dwellings with a basement and a third story must submit a grade plan elevation to determine if the residential building has a fourth floor.		



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

ELEVATION COLOR AND MATERIAL PLACEMENT ADDENDUM (Façade and sides)		
Component	Color (Include manufacturer's ID)	Material
Primary Façade: First	Sea sand 6885-1	Brick
Primary Façade:	Light blue Balsam 7041-1	Hardiplank siding
Primary Façade: Third		
Left Side:	Sea sand 6885-1	Brick
Left Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Left Side: Third		
Left Side:		
Right Side:	Sea sand 6885-1	Brick
Right Side: Second	Light blue Balsam 7041-1	Hardiplank siding
Right Side:		
Right Side:		
Rear: First	Sea sand 6885-1	Brick
Rear: Second	Light blue Balsam 7041-1	Hardiplank siding
Rear: Third		
Rear: Basement		



Certificate of Appropriateness Application

Community Development Department Phone: 678-421-2027
65 Lawrenceville Street Norcross, GA 30071

COLOR AND MATERIAL PLACEMENT ADDENDUM {Exterior Components}		
Component	Color (Include manufacturer's ID)	Material
Masonry		
Garage Doors	Sea Sand	
Trim	White	
Mortar	Sea Sand	
Gutters	White	
Corner Board	White	
Railings	White	
Windows	White	
Window Sills	White	
Window Muntin/Mulli		
Columns	White	
Other Architectural Features		
Other Architectural		

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Minutes

**Tuesday, September 16, 2025
6:00 PM**

2nd Floor Conference Room Architectural Review Board

Jeff Hopper, Chair

Bill McLees

Barbara Grayson

Naim Harrison

Hugh Cooper

A. Call to Order

Architectural Review Board was called to order at 6:00 PM by

Attendee Name	Title	Status	Arrived
Jeff Hopper	Chair	Present	
Bill McLees	Board Member	Present	
Barbara Grayson	Board Member	Present	
Naim Harrison	Board Member	Present	
Hugh Cooper	Board Member	Present	

B. Approval of Previous Meetings Minutes

Architectural Review Board - Aug 19, 2025, 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Barbara Grayson, Board Member
SECONDER:	Bill McLees, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

C. Unfinished Business**D. New Business****1. 25-7436: COA2025-028 5592 Shawnee Trail**

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

2. 25-7437: COA025-035 467 Lawrenceville Street

Motion

A motion to approve application COA2025-035 for the construction of a new house at 467 Lawrenceville Street, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

3. 25-7438: COA2025-036 5891 Lanier Boulevard

Motion

A motion to approve application COA2025-036 for the construction of a Front Porch at 5891 Lanier Boulevard, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Naim Harrison, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

4. 25-7439: COA2025-039 232 Lawrenceville Street

Motion

A motion to approve application COA2025-039 for a new addition at 232 Lawrenceville Street, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Barbara Grayson, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

5. 25-7441: COA2025-042 3405 Willow Oak Drive

Motion

A motion to approve application COA2025-042 for a Screened-in Porch 3405 Willow Oak Drive, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB

- approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

6. 25-7440: COA2025-041 709 Oak Terrace

Motion

A motion to approve COA2025-041 for a Façade Change at 709 Oak Terrace, with the following conditions:

1. 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.
2. Any changes from the Architectural Review Board approved component shall require ARB approval at another public hearing.
3. An architectural inspection shall occur prior to release of the certificate of completion or occupancy to confirm compliance with the ARB's approval.

RESULT:	APPROVED WITH CONDITIONS [UNANIMOUS]
MOVER:	Jeff Hopper, Chair
SECONDER:	Hugh Cooper, Board Member
AYES:	Hopper, McLees, Grayson, Harrison, Cooper

E. ADDITIONAL INPUT AND/OR DISCUSSION NOT OTHERWISE ADDRESSED BY THIS AGENDA

F. Adjourn

Jeff Hopper motioned to adjourn the meeting at 6:45 pm, seconded by Hugh Cooper. The vote was unanimous, 5-0.

Signed by _____ **Jeff Hopper, Chair**

Signed by _____ **LeDarius Scott, Senior Planner**

Brady Rinehart
61 N. Barton Street
Norcross, GA 30071

10/20/2025

Norcross City Council
65 Lawrenceville St.
Norcross, GA 30071

To: Norcross City Council

Under section 103.5.D of the city code, I am writing to appeal the ARB 's decision for petition number COA2025-037 as I am adversely affected with the current approved version of this proposed consideration of a new house at 60 Barton Street. The decision of the ARB does not consider the engineering restrictions that this property and adjacent property are restricted to.

My property is situated directly downhill and downstream of this proposed house. Since the land has been cleared and the first house at parcel R6254 619 has been developed, I have noticed a significant rise in water flow in the stream downhill of this development and in the street below that floods often. Prior to this ARB petition, Mr. Howington and the city had agreed to one shared driveway serving both parcel R6254 620 and parcel R6254 621. The design of a shared driveway coming from Buchanan preserved the retention wall and surrounding trees—both of which are crucial for managing stormwater runoff from the hill and flooding. Without a shared driveway from Buchanan, the parcel R6254 621 will be forced to breach the retaining wall and remove significant trees in the process. Any alternative that removes more trees or alters the retention wall will only worsen runoff and flooding issues and will put property and the adjacent nature preserve at risk.

Even with the proposed rain gardens, flow wells, and other measures, I remain concerned about the increased water flow and environmental impact that these two additional houses will bring. I am worried about further runoff into the forest and the potential for flooding in my basement, as you can see from the attached video evidence of flooding.

I would also ask that the land disturbance permit and hydrology study for this project be reviewed for any discrepancies. Lastly, Mr. Howington should be held to the agreed-upon terms regarding the shared driveway and tree preservation.

Thank you for your attention to this matter,

Brady Rinehart

Tixie Fowler
37 N. Barton Street
Norcross, GA 30071

October 20, 2025

To: City of Norcross Mayor & Council,

On September 30, 2025, I attended a Special Called Meeting held by the City's Architectural Review Board (ARB) during which two residences proposed by the developer, Stan Howington, were being reviewed. One of these proposed residences is across the street from my home at 37 N. Barton Street; the second is proposed for Cochran St. Unfortunately, there is no record of this meeting on the City website, or I would confirm street addresses.

I am supporting Brady Rinehart's request to appeal the ARB's decision for petition number COA2025-037 under section 103.5.D of the city code based on the following concerns:

1. The construction drawings submitted to the ARB did not address site topography which will significantly alter the final design (so ARB didn't actually approve final design).
2. The design was accepted without prior site engineering review which means there are significant stormwater impact concerns that are not being considered when approving the mass and scale of this home on that site.
3. The proposed house does not fit the *neighborhood* character.
4. This approval effectively breaches a verbal agreement between the City and the developer re how this and an adjacent site would be developed (via a shared driveway).

I find it egregious on the City's part that site engineering is not done prior to construction plans being submitted to the ARB. I also find it egregious that the ARB no longer reviews landscaping plans. Topography and green infrastructure play a key factor in site development and any alteration of these natural features should be carefully considered in architectural design. On a house this size, the roof alone will produce a significant amount of stormwater runoff. Significant stormwater mitigation structures will be needed to protect downstream properties like Mr. Rinehart's and the City-owned Johnson Dean Forest Preserve. These impacts have already increased exponentially as you can see from the video submitted by Mr. Rinehart which illustrates pressures on the local environment due to increased stormwater runoff levels generated by another of Howington's houses built upstream. "Minimum" is not effective stormwater management.

In addition, approval of this residence's driveway design is in direct violation of a verbal agreement reportedly made between the City and the developer, an agreement which the developer has noted was not recorded by the City. (Research confirms that verbal agreements are legally binding contracts that can be enforced in a court of law; I am sure City Council can expand upon that).

It was my neighborhood's understanding that the City and developer had mutually agreed to a shared driveway coming off of Buchanan Street that would serve both R6254 620 and R6254 621 parcels. However, ARB approved a design for parcel R6254 620 that has a private driveway. This effectively breaches the earlier agreement, isolates parcel R6254 621 and forces future construction of a private driveway off North Barton. This in turn compromises the integrity of the site's remaining green infrastructure as it will require removal of established tree canopy and the retaining wall along N. Barton (which affects slope). Inevitable site grading and large tree removal will exponentially increase stormwater runoff, not only impacting Mr. Rinehart's property, but also the creek that runs through Johnson Dean Forest Preserve. Increased impact on this little creek will increase erosion in the City's nature preserve and eventually cost the City money to mitigate damage or restore. It's a domino effect and the damage is permanent, whether construction is on Barton, Cochran, or anywhere in our City.

The ecological and economical value of our City's green infrastructure in general is stressed in both the Norcross Comprehensive Plan, and The Parks, Greenspaces, Trails & Green Infrastructure Plan (PGT&GI Plan). The City's historical lack of respect for these assets was illustrated when I asked the developer how he planned to address construction relevant to the 75' stream buffer protecting State waters adjacent to the proposed Cochran St. residence. He reminded me that Council has a precedence for giving developers variances to municipal ordinances regarding buffer zones – sadly, he is correct, and apparently counting on the same result when he applies for one.

Finally, I also mentioned concern that the proposed residence doesn't align with the neighborhood's character. Per the City's *“Architectural and Site Design Standards”*:

- *“It is important that the character established by existing buildings be continued in new construction through appropriate massing, scale, setback and building form.”* (Section 1.1)

- *“New residential buildings must be compatible with surrounding buildings in terms of form, scale, height, massing, proportion and roof shape.”* (supported by Sections 1.3.2; 2.1.3; 2.1.10)

- *“Architectural details must reflect features within the district or within the area of influence of the project, and will be appropriately scaled to the new construction utilizing historic precedent.”* (Section 2.1.1)

- *“Historic elements such as retaining walls, fences and the like are to remain when feasible to preserve the character of the area.”* (Section 2.3.3)

In short, the proposed house does not reflect the neighborhood's traditional or historic massing and scale. And while it does not impact the existing retaining wall, the ARB's approval of this design means the house inevitably proposed for the second parcel, will. While the definition of “historic” regarding the existing retaining wall could be argued, it is a defining feature of the neighborhood and makes an important contribution to stormwater mitigation along N. Barton into Johnson Dean Forest Preserve.

Gentlemen: If the City is going to invest time and money in studies like the Norcross Comprehensive Plan, and the Parks, Greenspaces, Trails Master Plan, I feel whenever possible and appropriate, Council and Community Development recognize and enforce what those plans recommend. There may be a precedence for requiring only minimal stormwater management in new construction, for not taking a strong stance on tree removal and clear cutting, and for giving stream buffer variances to developers. Now is a chance to begin supporting the laws and development plans that Council and Norcross citizens have endorsed. I realize development is inevitable – what I hope is not inevitable is the mediocrity that comes from poor development choices, disregard for the economic value of our ecological assets, and low prioritization of City ordinances and development recommendations. These are key in Norcross' vision for preserving its past and sustaining its future.

Respectfully,



Tixie Fowler

Resident: 37 North Barton Street, Norcross

Chairperson: Norcross Parks, Greenspaces & Trails Commission

770.842.2551

Subject: Support for Appeal COA2025-037 — Conservation-Oriented Development in the Norcross Historic District

Dear Members of Council,

I write in support of **Brady Rinehart's** appeal **COA2025-037** regarding the recent driveway approval within the Historic District. The issue at hand—the ARB's decision that supports a private driveway rather than the originally agreed upon shared driveway—has implications that extend well beyond this single property. It touches directly on the City's adopted goals for **conservation-oriented new development** and the protection of **cultural and nature-based assets** identified in both the **Comprehensive Plan** and the **Parks, Greenspace & Trails (PG&T) Master Plan**.

Conservation-Oriented Development and the Historic District

Our guiding documents are clear: Norcross's growth should *conserve and restore* the environmental and cultural qualities that define our city's identity. Within the Historic District, this means redevelopment should integrate tree preservation, stormwater management, and respect for the neighborhood's historic character. The PG&T Plan calls for **low-impact design, reduced impervious surface, and protection of mature trees and slope stability**—all principles aligned with the shared driveway originally proposed.

Why Shared Driveways Matter

A shared driveway is more than a design preference; it represents a practical, measurable expression of conservation-oriented development. It would:

- **Reduce paved surface area**, lowering stormwater runoff and heat-island effects.
- **Preserve mature trees and soil structure**, which stabilize slopes and filter runoff.
- **Maintain the historic rhythm and appearance** of Barton and Buchanan Streets.
- **Protect walkability and safety** by minimizing curb cuts and pedestrian conflicts.
- **Strengthen neighborhood trust** by upholding precedents consistent with adopted City plans.

By contrast, multiple independent driveways would require breaching an existing retaining wall, removing several large trees, and accelerating runoff toward downhill homes and stream corridors—all contrary to the City's stated conservation and canopy-preservation goals.

Alignment with City Vision

The PG&T Master Plan envisions Norcross as a community where cultural heritage and natural systems are conserved together. Thrasher, Lillian Webb, Discovery Garden,

Heritage Park, and the Historic Cemetery are all examples of this integrated approach—projects where the City is choosing restoration over fragmentation. The same standard should apply to private redevelopment within the Historic District.

For these reasons, I respectfully urge the Council to uphold Brady’s appeal and reconsider the current driveway approval in light of our shared commitment to conservation-oriented design and the protection of Norcross’s historic landscape.

I am copying Stan as a courtesy and in the spirit of collaboration, trusting that we all share the same long-term interest in building a resilient, beautiful, and historically grounded Norcross.

With appreciation for your consideration,

Terry Sutton

Tree Preservation Board Member
37 N. Barton Street
Norcross, Georgia

cc: Stan Howington / SCH Properties, Inc.



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: Planning & Zoning Board

From: Helen Balch, AICP
Community Development & Planning Director

Meeting Date: November 17, 2025 – Amendment to the Unified Development Ordinance

Item No.: 2025-330

Title: Amendment to the Unified Development Ordinance

CC: Eric Johnson, City Manager
Tracy Rye, AICP, Assistant City Manager

Recommendation

Staff recommends review of several proposed changes to the Unified Development Ordinance (UDO). Items to be removed are in red strike through, items to be added are in bold, underlined italics and highlighted in yellow on the attached documents.

Planning & Zoning Board Recommendation

Approval of sections:

Chapter 100 General and Administrative Provisions, Article III. Review Authority

Chapter 100 General and Administrative Provisions, Article IV. Procedures

Chapter 200 Land Use and Zoning, Article I, Division 2

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards

Chapter 200 Land Use and Zoning, Article IV Sign Regulations

Chapter 200 Land Use and Zoning, Article VI Nonconforming situations

Table of sections:

Chapter 100 General and Administrative Provisions, Article II. Definitions

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards:

Sec. 202-2 Supplemental use standards(aa)(3)

Chapter 200 Land Use and Zoning, Article III Parking and Loading

Background

The Community Development and Planning Department continues its ongoing effort to improve the clarity and usability of the Unified Development Ordinance (UDO). The proposed amendments focus on refining definitions, updating procedural standards, and clarifying existing regulations.

Amendments are proposed to the following sections of the UDO:

Chapter 100 General and Administrative Provisions, Article III. Review Authority

Sec. 103-9(c) ZBA rules and standards

Clarify time the Community Development & Planning Department must publish and post notifications regarding a variance application, from 15 days to 30 days.

Chapter 100 General and Administrative Provisions, Article IV. Procedures

Sec. 104-3(d) Administrative Action Process

Clarify note #3 that the Zoning Administrator is responsible for reviewing demolition only when the property is within the historic district.

Sec. 104-6(l)(2) Quasi Judicial Review

Edit the days the department must provide an appellate board decision to the applicant from three (3) days to five (5) days.

Sec. 104-7(a) Administrative Variances

Include additional circumstances that call for an administrative variance under (a)(2) such as compact spaces, excess parking, new construction of a new porch or modifications to an existing porch, and roof mounted solar panels outside the historic district.

Chapter 200 Land Use and Zoning, Article I, Division 2

Sec. 201-6(b) R-100 single family residence lot development standards

Adding "Accessory Dwelling Unit" to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 201-7(b) R-75 single family residence lot development standards

Adding "Accessory Dwelling Unit" to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 201-8(b) R-65 single family residence lot development standards

Adding “Accessory Dwelling Unit” to Lot Development Standards; Minimum setbacks to refer to Section 202-3(b) for applicable development.

Sec. 202-3 Accessory uses or structures

Adding language to the accessory dwelling unit (ADU) subsection to clarify and expand existing requirements. These updates are intended to improve the clarity, enforceability, and design consistency of ADUs within residential districts.

Chapter 200 Land Use and Zoning, Article IV Sign Regulations

Sec. 204-5 Signs exempt from having a permit

The addition to item #7 is to clarify that signs which comply with the specific standards outlined in Section 204-18 are automatically exempt from permitting requirements under this section. The amendment provides consistency across the sign regulations, eliminates potential conflicts between sections, and ensures that sign types explicitly regulated in Section 204-18 are treated uniformly.

Sec. 204-12 Temporary signs

Revise this section to clarify that the banner size allowance for temporary signs (up to 32 square feet) applies to institutional uses located within residential zoning districts, such as places of worship and schools.

Chapter 200 Land Use and Zoning, Article VI Nonconforming situations

Sec. 206-8(b) Exceptions

Modify language to include “and uncovered” in Permitted encroachments upon required setbacks. The amendment clarifies the intent of the existing provision by distinguishing between covered and uncovered structures.

Proposed to be Tabled:

Chapter 100 General and Administrative Provisions, Article II. Definitions

Sec. 102-2 Defined terms

Add definition for Service Bay (within an automobile repair facility)

Chapter 200 Land Use and Zoning, Article II Supplemental and Accessory Use Standards

Sec. 202-2 Supplemental use standards(aa)(3)

Adding language to include CX Community Mixed Use and BH Buford Highway zoning districts to subsection (aa)(3).

Chapter 200 Land Use and Zoning, Article III Parking and Loading

Sec. 203-9 Parking. Minimum Number of spaces required

Revise the minimum number of parking spaces for auto repair to 2 per repair station for uses including: motor vehicle repair shop; motor vehicle (auto) sales and rental; motor vehicle sales and service; trucks and heavy equipment; motor vehicle service and fuel station.

Financial Impact

N/A

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

1. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment

Attachments

UDO Chapter 100 & 200 changes

Ordinance TEXT2025-002

An Amendment to the City Code of Ordinance

Chapter and Purpose: Subpart B Unified Development Ordinance, Section as noted.

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

1. Amendment to edit the language as noted on the attached, to add those items shown as underlined and highlighted, and delete those items shown as red strikethrough, any items completely deleted are reserved. For purposes of defined items, new definitions are added where they fit alphabetically within the existing defined terms section.

Sec. 102-2. Defined terms.

The following words, terms and phrases, when used in this UDO, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Note that for flood-plain management, specific definitions exist in chapter 400 article IV which only relate to items applicable to that section.

R

Recovered materials means those materials which have known use, reuse, or recycling potential; can be feasibly used, reused or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recovered materials processing means any lot, land, structure, or facility, or part thereof, utilized for the purpose of collecting, sorting, processing for resale, and transport of materials to be recycled or reused, including: plastics, glass, paper, aluminum and scrap metals. Recovered materials processing does not include any operation which changes the nature of a material, its chemical composition or its physical qualities.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) 400 square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling means the process by which recovered materials and waste products are reduced to raw materials and transformed into new and often different products.

Redevelopment means structural land development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

Regional stormwater management facility refers to stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Repair Station shall mean the section of an automobile repair facility intended or designed to be used for temporary storage of motor vehicles, during repair or service of such vehicles. The number of repair stations shall be the maximum number of passenger-type vehicles that could be serviced and stored within a service bay door opening per repair station at any one time, allowing for accommodation of the vehicle being serviced and parking for the technician.

Repetitive loss means flood-related damages sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on the average, equals, or exceeds 25 percent of the market value of the structure before the damage occurred.

Sec. 103-9. Zoning Board of Appeals (ZBA).

(c) ZBA rules and standards.

- (1) Before the ZBA acts upon an application for a variance, it shall hold a public hearing under the rules governing the calling and conducting of meeting are described in section 103-3, general rules of procedure; meetings; minutes, and records.
- (2) The notice of the time and place of such hearing shall be published at least ~~30~~ 15 days prior to the hearing in a newspaper of general circulation within the territorial boundaries of the city. At the hearing any party may appear in person or by agent or attorney.
- (3) In addition, the Community Development Department shall at least ~~30~~ 15 days prior to the hearing erect in a conspicuous place on the property involved a sign which shall contain information as to the variance applied for and the time and place of hearing.
- (4) In reviewing request for variance applications, the ZBA will make decisions based on the standards and factors governing review of proposed variance applications, section 103-11(d).
- (5) In reviewing appeals from decisions made by the Community Development Director or Building Official, the ZBA will be interpreting the provisions of the UDO and the International Building Code (IBC) to determine:
 - a. Whether the decisions made by the Director was based on the true intent of the UDO or IBC; and
 - b. Whether proper procedures for application review were followed.
- (6) All ZBA decisions shall be in writing. Decisions shall be mailed to the applicant and any interested parties who make a written request for a copy of the written decision without unreasonable delay after the close of the hearing.

Sec. 104-3. Decision making responsibilities.

- (a) There are three basic categories of development reviews and actions associated with such reviews pursuant to this UDO:
 - (1) Legislative actions involve a change in land use policy or any final legislative action detailed in O.C.G.A. § 36-66-3(4). A public hearing is required, and final approval must be made by the Mayor and City

Council. Examples include, but are not limited to, rezoning decisions, special use permits and comprehensive plan amendments.

- (2) Quasi-judicial actions involve the application of discretionary standards required by this UDO to an application other than a zoning decision as defined in O.C.G.A. § 36-66-3(4). It requires a public hearing, and procedural due process. Examples include variances, special use permits and appeals of administrative decisions, as well as design reviews that require interpretation of a set of design guidelines.
 - (3) Administrative actions involve the application of the standards of the UDO to an application by a UDO Administrator (section 103-4, UDO Administrators). A public hearing is not required. An administrative approval typically occurs late in the development process. Examples include building permits, sign permits, and certificates of occupancy.
- (b) The following table summarizes the review and approval authority of various review bodies involved in Legislative reviews, for each associated approval processes.

Figure 104-3(b) Legislative Action Approval Processes

Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority				
		UDO Administrator	Architectural Review Board	Historic Preservation Commission	Planning and Zoning Board	Mayor and City Council
Annexations	Sec. 104-5K	R			R-PH	D-PH
Concept plan approval submitted with a rezoning application ¹	Sec. 403-4	R/D			R-PH	D-PH
Concurrent variance request	Sec. 104-5	R			R-PH	D-PH
Planned development approval submitted with a rezoning to a PRD district ²	Sec. 104-5	R	R		R-PH	D-PH
Special exceptions	Sec. 104-5	R				D-PH
Special use permit	Sec. 104-6G	R			R-PH	D-PH
Telecommunications permit	Sec. 104-5	R			R-PH	D-PH
Text amendment (comprehensive plan or UDO)	Sec. 104-5	R			R-PH	D-PH
Zoning map amendment (rezoning)	Sec. 104-5	R			R-PH	D-PH

Note:

1 Sketch plans not requiring rezoning or special use permit approval can be approved by the Community Development Director as part of the preliminary plat review process. Whereas sketch plans submitted as part of a required rezoning will be reviewed as part of that rezoning.

2 Rezoning to or within the PRD district require an approved concept plan and architectural renderings of proposed buildings reviewed first by the Architectural Review Board, before the application is submitted to the Planning and Zoning Board.

- (c) The following table summarizes the review and approval authority of various review bodies involved in Quasi-Judicial reviews, for each associated approval processes.

Figure 104-3(c) Quasi-Judicial Action Approval Processes

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Approval Process KEY: R = Review & Recommendation D = Final Decision A = Appeal PH = Public Hearing PM = Public Meeting	Cross-reference	Review and Approval Authority						
		UDO Administrator	Architectural Review Board	Historic Preservation	Tree Preservation Board	Zoning Board of Appeals	Planning and Zoning Board	Mayor and City Council
Design Review								
Minor Design Plan*	Sec. 104-6D	D						
Major Design Plan*	Sec. 104-6D	R	D					
Final major subdivision plat approval	Sec. 403-8	R						D-PH
Major Design Plan in Local Historic District	Sec. 104-6E	R		D				
Historic Review—Cert. of Appropriateness in National Historic District and Regular Cert. of Appropriateness outside of the National Historic District	Sec. 104-6F	R	D					
Historic Review—Cert. of Appropriateness in Local Historic District	Sec. 104-6E	R		D				
Demolition permit in national historic district	Sec. 104-5	R	R					D-PH
Demolition permit in local historic district	Sec. 104-5	R		R				D-PH
Variances, Exceptions, and Appeals								
Variance	Sec. 104-6K	R				D-PH		
Appeals of Administrative Decision other than Tree Removal	Sec. 104-6C	R				A		
Appeal of Administrative Decision regarding Tree Removal	Sec. 104-6C	R			A			
Appeals of decisions by the ARB, HPC, or TPB	Sec. 104-6C	R						A
Stream buffer variance	Sec. 104-5	R						D-PH

- (d) Permits that may be approved by a UDO Administrator through the administrative review process fall under three different review sub-categories: building review by the city Building Official, engineering review by the City Engineer, and zoning review by the Zoning Administrator. The following table summarizes the different administrative permits that may be granted under this UDO and which UDO Administrator review them.

Figure 104-3(d) Administrative Action Processes

Approval Process	Cross-reference	Review and Approval Authority		
		Building Official	City Engineer	Zoning Administrator
Administrative Variance	Sec. 104-7A		■	■
Building Permit ¹	Sec. 104-7B	■	■	

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(Supp. No. 42)

Certificate of Appropriateness	Sec. 104-7C			■
Certificate of Completion	Sec. 104-7D	■		
Certificate of Occupancy	Sec. 104-7E	■		
Change of Occupancy certificate	Sec. 104-7F	■		
Commercial Filming Permit	Sec. 104-7G		■	
Demolition Permit ²	Sec. 104-7H	■		■ ³
Development Permit	Sec. 104-7I	■	■	■
Exemption Plat	Sec. 403-10	■	■	■
Land Disturbance Permit	Sec. 104-7J	■	■	
Plat Amendments		■	■	■
Preliminary Plat	Sec. 403-5		■	■
Parking Waiver	Sec. 104-7K			■
Sign Permits ⁴	Sec. 104-7L	■		■
Temporary Outdoor Activities Permit	Sec. 104-7M	■	■	■
Temporary Outdoor Retail Display Permit	Sec. 104-7N	■	■	■
Trade Permits, both commercial and residential ⁵	Sec. 104.7P	■		
Tree Removal, both commercial and residential	Sec. 104-7O		■	■
Utility Permits	Sec. 104-7Q		■	
Zoning verification letter	Sec. 104-7R			■

Notes:

1 Building Permits fall under the following categories: Single- family townhome; Single-family Detached Home; Duplex; Residential 4-plex; Condominium; New commercial construction; Residential remodel; and Residential Storage

2 Demolition Permits fall under the following categories: Residential demolition outside of the historic district; Residential demolition inside the historic district; Residential interior or limited demolition; Commercial interior or limited demolition; and Commercial demolition removal of entire building or section

3 ~~Zoning Administrator reviews demolition permits inside the historic district only~~ **The Zoning Administrator is responsible for reviewing demolition only when the property is located within the historic district.**

4 Sign Permits fall under the following categories: Temporary sign; New monument sign; Building sign

5 Trade permits are first classified as being either residential or commercial, and then may be for electrical repairs and upgrades, gas line repairs and upgrades, HVAC repairs and upgrades, low voltage repairs and upgrades, plumbing repairs and upgrades, or re-roof

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 08-2022, § I, 8-1-2022; Ord. No. 04-2024, § I, 11-4-2024)

Sec. 104-6. Quasi-judicial review.

- (a) *Applicability.* The following requirements apply to all applications that are subject to a quasi-judicial review, including appeals of decisions made by the Community Development Director, decisions on special use permits, or the seeking of variances from the provisions of the UDO. These include appeals and variance requests made to the Zoning Board of Appeals, and the Tree Preservation Board, referred to in this section as Appellate Boards, requests for special use permits made to the City Council, and certificates of appropriateness made to the HPC and ARB.

(b) *Burden of proof in appeals and variances.*

- (1) *Requirements.* It shall be the responsibility of an applicant seeking an appeal or a variance to present facts and evidence to explain how the proposed appeal or variance is consistent with the general spirit and intent of the applicable code, and how the request conforms to the standards of review in the UDO.
- (2) *Review.* It is the duty of the appellate board to review such facts and evidence in light of the general spirit and intent of pertinent code to balance the public health, safety, morality, aesthetics, and general welfare against the injury to a specific applicant that would result from the strict application of the provisions of the code on the applicant's property, and to determine whether the request conforms to the standards of the review in the UDO.

(c) *Appeals to an Appellate Board.*

- (1) Appeals to an appellate board may be taken by any person aggrieved or adversely affected, or by any official of the city affected by any decision of the Community Development Director.
 - a. Such appeal shall be taken within 30 days after the decision appealed from by filing with the Community Development Director and with the City Clerk a notice of appeal specifying the grounds thereof.
 - b. The Director shall forthwith transmit to the appropriate appellate board all the papers constituting the record upon which the action appealed from was taken.
- (2) An appeal shall stay all proceedings in furtherance of the action appealed from unless the Community Development Director certifies to the appellate board that, by reason of facts stated in the certificate, a stay would, in their opinion, cause imminent peril to life or property. In such a case, proceedings shall not be stayed other than by the appellate board or by a restraining order granted by a court of record on application and notice to the Community Development Director for good cause shown.
- (3) The appellate board shall meet upon notice from the chairperson, within ten business days of the filing of an appeal. Failure to hold a hearing related to any appeal within ten days of filing of the appeal shall result in a de facto approval of the applicant's appeal request at the next regularly scheduled appellate board meeting.

(d) *Standards for design review and certificates of appropriateness.*

- (1) The City of Norcross Architectural and Site Design Standards, or as amended, incorporates the standards used by the Community Development Department, the ARB and the HPC in reviewing site or construction plans for issuance of a certificate of appropriateness.

(e) *Process for obtaining a certificate of appropriateness in the local historic district.*

- (1) *Approval of material change in appearance in historic districts or involving historic properties.* After the designation by ordinance of a historic property of a historic district, no material change in the appearance of such historic property, or of a contributing or non-contributing building, structure, site or object within such historic district, shall be made or be permitted to be made by the owner or occupant thereof, unless or until the application for a certificate of appropriateness has been submitted to and approved by the HPC. A building permit shall not be issued without a certificate of appropriateness. The HPC shall not approve applications for demolition without reviewing at the same time post-demolition plans. The HPC shall have exclusive jurisdiction to issue or to deny an application for a certificate of appropriateness within the historic district and over any designated historic property. The ARB shall not have any jurisdiction within the local historic district.
- (2) *Submission of plans to HPC.* An application for a certificate of appropriateness shall be accompanied by such drawings, photographs, plans and documentation as may be required by the HPC. The Historic

Preservation HPC shall not require that the plans and specifications be prepared by professionals, but only that such documentation be prepared in such a way as to be easily understood by the HPC members.

- (3) *Interior alterations.* In its review of applications for certificates of appropriateness, the HPC shall not consider interior arrangement or use having no effect on exterior architectural features.
- (4) *Technical advice.* The HPC shall have the power to seek technical advice from outside its members on any application.
- (5) *Public hearings on applications for certificates of appropriateness, notices, and right to be heard.* The HPC shall hold a public hearing at which each proposed certificate of appropriateness is discussed. Notice of the hearing shall be published in the principal newspaper of local circulation in the city and written notice of the hearing shall be mailed by the HPC to all owners and occupants of the subject property. The written and published notice shall be provided in the same manner and time frame as notices are provided before a public hearing for quasi-judicial review.

The HPC shall give the property owner and/or applicant an opportunity to be heard at the certificate of appropriateness hearing.

- (6) *Acceptable HPC reaction to applications for certificate of appropriateness. HPC action.* The HPC may approve the certificate of appropriateness as proposed, approve the certificate of appropriateness with any modifications it deems necessary, or reject it.
 - a. The HPC shall approve the application and issue a certificate of appropriateness if it finds that the proposed material change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the historic property or the historic district. In making this determination, the HPC shall consider, in addition to any other pertinent factors, the following criteria for each of the following acts:
 - 1. *Reconstruction, alteration, new construction or renovation.* The HPC shall issue certificates of appropriateness for the above proposed actions if those actions conform in design, scale, building materials, setback and site features, and to the Secretary of Interior's standards for rehabilitation and guidelines for rehabilitating historic buildings.
 - 2. *Relocation.* A decision by the HPC approving or denying a certificate of appropriateness for the relocation of a building, structure, or object shall be guided by:
 - i. The historic character and aesthetic interest the building, structure or object contributes to its present setting.
 - ii. Whether there are definite plans for the area to be vacated and what the effect of those plans on the character of the surrounding area will be.
 - iii. Whether the building, structure or object can be moved without significant damage to its physical integrity.
 - iv. Whether the proposed relocation area is compatible with the historical and architectural character of the building, structure, site or object.
 - 3. *Demolition.* A decision by the HPC approving or denying a certificate of appropriateness for the demolition of buildings, structures, sites, judged to be 50 years old or older, or objects shall be guided by:
 - i. The historic, scenic or architectural significance of the building, structure, site, or object.

-
- ii. The importance of the building, structure, site, or object to the ambiance of a district.
 - iii. The difficulty or the impossibility of reproducing such a building, structure, site, object because of its design, texture, material, detail, or unique location.
 - iv. Whether the building, structure, site, object is one of the last remaining examples of its kind in the neighborhood or the city.
 - v. Whether there are definite plans for use of the property if the proposed demolition is carried out, and what the effect of those plans on the character of the surrounding area would be.
 - vi. Whether reasonable measures can be taken to save the building, structure, site, or object from collapse.
 - vii. Whether the building, structure, site, or object is capable of earning reasonable economic return on its value.
- (7) *Undue hardship.* When, by reason of unusual circumstances, the strict application of any provision of this chapter would result in the exceptional practical difficulty or undue economic hardship upon any owner of a specific property, the HPC, in passing upon applications, shall have the power to vary or modify strict provisions, so as to relieve such difficulty or hardship; provided such variances, modifications interpretations shall remain in harmony with the general purpose and intent of said provisions, so that the architectural or historical integrity, or character of the property, shall be conserved and substantial justice done. In granting variances, the HPC may impose such reasonable and additional stipulations and conditions as will, in its judgment, best fulfill the purpose of this chapter. An undue hardship shall not be a situation of the person's own making.
- (8) *Deadline for approval or rejection of application for certificate of appropriateness.*
- a. The HPC shall approve or reject an application for a certificate of appropriateness within 45 days after the filing thereof by the owner or occupant of a historic property, or of a building structure, site, or object located within a historic district. Evidence of approval shall be by a certificate of appropriateness issued by the HPC. Notice of the issuance or denial of a certificate of appropriateness shall be sent by United States mail to the applicant and all other persons who have requested such notice in writing filed with the HPC.
 - b. Failure of the HPC to act within said 45 days shall constitute approval, and no other evidence of approval shall be needed.
- (9) *Necessary action to be taken by HPC upon rejection of application for certificate of appropriateness.*
- a. In the event the HPC rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant. The HPC may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after doing so.
 - b. In cases where the application covers a material change in the appearance of a structure which would require the issuance of a building permit, the rejection of the application for a certificate of appropriateness by the HPC shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such a case, no building permit shall be issued.
- (10) *Requirement of conformance with certificate of appropriateness.*

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- a. All work performed pursuant to an issued certificate of appropriateness shall conform to the requirements of such certificate. In the event work is performed not in accordance with such certificate, the HPC shall issue a cease and desist order and all work shall cease.
 - b. The HPC and the Norcross City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any material change in appearance of a designated historic property or historic district, except those changes made in compliance with the provisions of this chapter or to prevent any illegal act or conduct with respect to such historic property or historic district.
- (11) *Certificate of appropriateness void if construction not commenced.* A certificate of appropriateness shall become void unless construction is commenced, or progress is made toward construction, within six months of date of issuance. A certificate of appropriateness shall be issued for a period of 12 months and is renewable.
- (12) *Recording an application for certificate of appropriateness.* The HPC shall keep a public record of all applications for certificates of appropriateness, and or all the HPC's proceedings in connection with said application.
- (13) *Acquisition of property.* The HPC may, where such action is authorized by the City Council and is reasonably necessary or appropriate for the preservation of a unique historic property, enter into negotiations with the owner for the acquisition by gift, purchase, exchange, or otherwise, to the property or any interest therein.
- (f) *Process for obtaining a certificate of appropriateness outside the local historic district.* The process for obtaining a certificate of appropriateness from the ARB is provided in the City of Norcross Architectural and Site Design Standards, or as amended and also follows the process for quasi judicial actions.
- (g) *Rules of procedure; meetings; minutes, records for a special use permit.* The Planning and Zoning Board and the Mayor and City Council will utilize the policies and rules of procedure to govern the calling and conducting their hearings as described in article III, section 103-3.
- (h) *Development of an approved special use permit.*
- (1) The issuance of a special use permit shall only constitute approval of the proposed use, and development of the use shall not be carried out until the applicant has secured all other permits and approvals required. The Community Development Department shall not issue a certificate of occupancy for the specific use unless all requirements and conditions of the special use permit have been fulfilled by the owner of the property.
 - (2) If an application is approved and a special use permit is granted, all conditions which may have been attached to the approval are binding on the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions. Once established, the special use shall be in continuous operation. Upon discovery that the operation of the special use has or had ceased for a period of 90 days or more and the owner of the property has not requested voluntary termination of the special use permit, the Community Development Director may forward a report to the Mayor and City Council through the Planning and Zoning Board which may recommend that action be taken to terminate the special use permit from the property.
- (i) *Compliance with special use permit requirements.*
- (1) The Community Development Director shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions of a special use permit.
 - (2) If the Community Development Director determines that the requirements and conditions are being violated, a written notice shall be issued by hand-delivery, by electronic mail with delivery and read receipts requested to the owner's e-mail address of record, or by certified mail return receipt

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- requested to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If such notice is e-mailed or mailed to the owner, the notice shall be deemed to have been given upon the date of sending. The notice shall also state that the owner has the right to appeal the determination of the Community Development Director to the Zoning Board of Appeals.
- (3) If after ten days the violations continue to exist, the Community Development Director shall forward a report to the Mayor and City Council through the Planning and Zoning Board, which report may recommend that action be taken to remove or terminate the special use permit from the property, or to exercise all other rights of enforcement permitted by law. The Mayor and City Council may stay their proceedings on such a report from the Director pending resolution of any timely appeal to the Zoning Board of Appeals.
- (j) *Special use permits in residential districts.* An approved special use permit in a residential zoning district where the proposed special use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:
- (1) The special use permit shall be valid for no more than an initial two-year period. Upon or before the expiration of the special use permit, the owner shall make application to renew the special use permit if continuance is desired. As part of a special use permit renewal, the Mayor and City Council may waive any subsequent time limitation.
 - (2) The special use shall operate within the dwelling on the property or, if approved by the Mayor and City Council, in an accessory structure.
 - (3) The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of the special use to the neighborhood, except for any accessory structure approved by the Mayor and City Council.
 - (4) The owner of the property or business shall occupy the property and shall operate any business associated with the special use.
- (k) *Variances to the Zoning Board of Appeals.*
- (1) *Authority.* Unless otherwise provided for in the UDO, the ZBA shall have authority to grant variances from the requirements of the UDO, in accordance with the standards and procedures as set forth in this section.
 - (2) *Purpose.* The purpose of a variance is to provide a mechanism when, owing to special conditions, the strict application of the UDO would impose on a landowner exceptional and undue hardship that can be mitigated without conferring on the applicant special privilege.
 - (3) *Initiation.* A written petition for a variance is to be initiated by the owner(s) of the subject property or the authorized agent(s) of the owner(s) of the property for which relief is sought. Applications shall be filed on forms provided by the Community Development Department and shall not be considered accepted unless complete in every respect. Application fees shall be as established by the Mayor and City Council.
 - (4) *Application procedures.* An application for a variance shall be filed with the Community Development Department, accompanied by a non-refundable fee, as established from time to time by the Mayor and City Council, to defray the actual cost of processing the application. The application shall be in such form and shall contain at a minimum the following information and documentation:
 - a. Name, address, telephone number, fax number and email address of owner(s) and applicant, if not owner.

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- b. Legal description, street address, lot number and subdivision name, if any, of the property that is the subject of the application.
 - c. A survey, as completed by a surveyor registered in the state, accurately depicting the boundaries of the site.
 - d. The size of the subject property.
 - e. The purpose for the requested variance, and a statement of the intended development of the property if the variance is granted.
 - f. The specific provision of the UDO from which a variance is requested.
 - g. A statement explaining how the proposed variance is consistent with the general spirit and intent of the zoning ordinance and comprehensive plan.
 - h. A statement addressing the applicable standards for a variance from subsection 103-11(d)
- (5) *Staff report.* The staff of the Community Development Department shall conduct a site inspection and shall prepare an analysis of each application for variance. The staff report shall be presented in written form to the Zoning Board prior to the scheduled hearing date.
- (6) *Public hearing procedures and standards.*
- a. Before the Zoning Board of Appeals acts upon an application for a Variance, it shall hold a public hearing under the procedures and standards of chapter 100, article III, review authority.
 - b. The notice of the time and place of such hearing shall be published at least 30 days, but not more than 45 calendar days, prior to the hearing in a newspaper of general circulation within the territorial boundaries of the city. At the hearing any party may appear in person or by agent or attorney.
 - c. In addition, the Community Development Department shall at least 30 days prior to the hearing erect in a conspicuous place on the property involved a sign which shall contain information as to the variance applied for and the time and place of hearing and all other information required by this UDO in addition to mailing a letter to the property owner of record for the property that is subject to the action under consideration.
- (I) *Decisions of an appellate board.*
- (1) All appeal hearings and decisions shall be made in a public meeting, as mandated under state law, and following the procedures, standards and provisions of chapter 100, article III, review authorities.
 - (2) All decisions of an appellate board shall be furnished in writing to the applicant and to the Community Development Director within ~~three~~ **five (5)** days of a final action.
 - (3) The Community Development Director shall take immediate action in accordance with the decision of the appellate board.

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 08-2022, § I, 8-1-2022; Ord. No. 07-2023, § I, 8-7-2023; Ord. No. 04-2024, § I, 11-4-2024)

Sec. 104-7. Administrative review.

The following requirements apply to all applications that can be approved by a UDO administrator. Unless specified elsewhere in this section, the procedures for initiation, application, and review of an administrative review are included in the provisions of subsection 104-4(b), common application requirements.

- (a) *Administrative variances.*

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- (1) *Power to grant administrative variances.* The Director shall have the power to grant administrative variances (except for density and use variances) from the development standards as established in the UDO where, in his/her opinion, the intent of the UDO can be achieved, and equal performance obtained by granting an administrative variance.
- (2) *Limitations on administrative variances.* The authority to grant administrative variances shall be limited to variances from the following requirements:
- a. Front yard or yard adjacent to public street—variance not to exceed ten feet.
 - b. Side yard—variance not to exceed five feet.
 - c. Rear yard—variance not to exceed ten feet.
 - d. Accessory structure placement for lots without a rear yard.
 - e. Height—variance up to but not exceeding ten feet, provided that no increase in the height for a sign or fence may be granted nor may the variance result in an increase in the number of stories than would otherwise be allowed under the applicable zoning district.
 - f. Buffers—the dimensions or screening treatment of a buffer as required by the UDO may be reduced by no more than 50 percent where the comprehensive plan recommends a more compatible land use on the neighboring property than that for which said property is actually zoned, or in other situations where the intent of the required buffer can be equally or otherwise achieved; provided, however, that no buffer required as a condition of a rezoning or of a grant of a special use permit shall be modified.
 - g. Reduction in parking spaces—as per the provisions of section 203-10, off-street automobile parking and loading.
 - h. Demarcation of parking spaces—parking spaces may be left unmarked, provided all of the following conditions are present:
 1. The parking lot must be designated to serve only a multi-family residential project which is designed and intended for rental occupancy.
 2. The parking lots must be designed in relation to the internal circulation system such that the areas reserved for parking are easily identified and clearly distinct from the interior driveways because of their location, design, orientation, or configuration, such as in parking areas with a single interior driveway having parking spaces located perpendicular to and along the sides of the access driveway, allowing the curbing to delineate the exterior dimension of the single parking bay.
 3. Approval for the elimination of the striping has been obtained by the applicant in writing from the City Engineer.
 - i. **Compact parking spaces**
 - j. **Excess parking spaces; in case parking exceeds 25 percent of minimum off-street parking requirement**
 - k. **New construction of a new porch or modifications to an existing porch.**
 - l. **Roof mounted solar panels located outside the historic district and in compliance with code section 202-3 (f)**

Sec. 201-6. R100 single-family residence.

- (a) *R100 purpose.* The R100 single-family residence zoning district is intended primarily for single family residences and related uses on large sized lots in the city.
- (b) *R100 lot development standards.*

Lot dimensions	
Minimum lot area	18,000 square feet 15,000 square feet if sewerred
Minimum lot width	100'
Minimum lot frontage	50'
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	50'
Side	10' one side / 25' total
Rear	40'
<i>Accessory building</i>	
From principal structure	5'
Front	Not allowed
Side	5'
Rear	5'
Accessory Dwelling Unit	See Section 202-3(b) for applicable development standards
Maximum height	
Principal	35'
Accessory	12'
Impervious surface coverage	35%

- (c) *R100 supplemental regulations.*
- Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
 - Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
 - Parking and loading—see chapter 200, article III, parking and loading requirements.
 - Signs—see chapter 200, article IV, sign regulations.
- (d) *R100 permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- Residential.*
 - Single family detached dwelling.
 - Services.*
 - Existing cemetery.
 - Educational, cultural, religious, philanthropic, social or fraternal.*
 - Places of public assembly.

- (4) *Miscellaneous semi-public facilities and uses.*
- a. Utility transmission and monitoring facilities.
- (e) *R100 special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.
- (1) *Miscellaneous lodging, rooms for rent situations.*
 - a. Bed and breakfast, but only when in a historic district overlay.
 - (2) *Educational, cultural, religious, philanthropic, social or fraternal.*
 - a. Elementary and secondary private education.
 - b. Nursery schools and kindergartens.
- (f) *R100 accessory uses.* The following uses shall be considered accessory uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.
- (1) Customary residential accessory buildings.
 - (2) Accessory dwelling units.
 - (3) Home occupations.
- (Ord. No. 08-2019, § I, 6-3-2019)

Sec. 201-7. R75 single-family residence.

- (a) *R75 purpose.* The R75 single-family residence zoning district is intended primarily for single-family residences and related uses on medium sized lots in the city.
- (b) *R75 lot development standards.*

Lot dimensions	
Minimum lot area	15,000 square feet 12,000 square feet if sewerred
Minimum lot width	75'
Minimum lot frontage	40'
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	25' if on minor road 50' if on county or state road
Side	10' one side / 25' total
Rear	40'
<i>Accessory building</i>	
From principal structure	5' min
Front	Not allowed
Side	5' min
Rear	5' min
<u>Accessory Dwelling Unit</u>	<u>See Sec 202-3(b) for applicable development standards</u>
Maximum height	

Principal	35'
Accessory	12'
Impervious surface coverage	35%

(c) *R75 supplemental regulations.*

- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
- (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
- (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
- (4) Signs—see chapter 200, article IV, sign regulations.

(d) *R75 permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

- (1) *Residential.*
 - a. Single family detached dwelling.
- (2) *Services.*
 - a. Existing cemetery.
- (3) *Educational, cultural, religious, philanthropic, social or fraternal.*
 - a. Places of public assembly.
- (4) *Miscellaneous semi-public facilities and uses.*
 - a. Utility transmission and monitoring facilities.

(e) *R75 special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

- (1) Educational, cultural, religious, philanthropic, social or fraternal.
 - a. Elementary and secondary private education.

(f) *R75 accessory uses.* The following uses shall be considered accessory uses in this district. Supplemental regulations for uses are in chapter 200, article II, supplemental use standards, as applicable.

- (1) Customary residential accessory buildings.
- (2) Accessory dwelling units.
- (3) Home occupations.

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 201-8. R60 single-family residence.

- (a) *R60 purpose.* The R60 single-family residence zoning district is intended primarily for single family residences and related uses on small sized lots in the city.
- (b) *R60 lot development standards.*

Lot dimensions

Minimum lot area	7,500 square feet
Minimum lot width	60'
Minimum lot frontage	30'
Minimum setbacks	
<i>Principal building</i>	
Front (from right-of-way)	25'
Side	7½ each side
Rear	25'
<i>Accessory building</i>	
From principal structure	5'
Front	Not allowed
Side	5'
Rear	5'
Accessory Dwelling Unit	See Sec 202-3(b) for applicable development standards
Maximum height	
Principal	35'
Accessory	12'
Impervious surface coverage	45%

(c) *R60 supplemental regulations.*

- (1) Accessory use standards—see chapter 200, article II, supplemental and accessory use standards.
- (2) Landscape and buffering—see chapter 200, article V, tree conservation, buffers, and landscaping.
- (3) Parking and loading—see chapter 200, article III, parking and loading requirements.
- (4) Signs—see chapter 200, article IV, sign regulations.

(d) *R60 permitted uses.* The following uses shall be permitted as of right in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

- (1) *Residential.*
 - a. Single family detached dwelling.
 - b. Single family detached dwelling; manufactured or modular home.
- (2) *Services.*
 - a. Existing cemetery.
- (3) *Educational, cultural, religious, philanthropic, social or fraternal.*
 - a. Places of public assembly.
- (4) *Miscellaneous semi-public facilities and uses.*
 - a. Utility transmission and monitoring facilities.

(e) *R60 special permit uses.* The following uses shall be considered special permit uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

- (1) *Educational, cultural, religious, philanthropic, social or fraternal.*
 - a. Elementary and secondary private education.

(f) *R60 accessory uses.* The following uses shall be considered accessory uses in this district. Supplemental regulations for uses are in article II, supplemental use standards, as applicable.

- (1) Customary residential accessory buildings.
- (2) Accessory dwelling units.
- (3) Home occupations.

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 202-2. Supplemental use standards.

(aa) Telecommunications antenna and towers

- (3) *Permitted uses.* New towers shall be allowed only in M1, light industry district, and C2, general business district, **CX community mixed use and BH Buford Highway zoning districts** by special use permit under this section including the procedures set forth in subsection (5), special use permit, and as governed by this UDO.
- (4) *Administrative approvals.* The Community Development Department head may administratively approve the installation of an antenna on any existing tower or structure (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) whether or not the structure or tower is grandfathered so long as the additional structure adds no more than 20 feet to the height of the existing tower or structure. This administrative approval process may include any related equipment structures.
- (5) *Special use permits.*
 - a. *General.* The following provisions shall govern the issuance of special use permits:
 1. Towers are permitted as of right in the M1 district. A special use permit is required for the installation and construction of a tower or antenna in the C2, CX and BH zoning districts.
 2. In granting a special use permit, the Mayor and Council may impose zoning conditions to the extent the Mayor and Council concludes such conditions are necessary to buffer or otherwise minimize any adverse effect of the proposed tower on adjoining properties.
 3. Any information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer.

Sec. 202-3. Accessory uses or structures.

(b) *Accessory dwelling unit (ADU).*

- (1) An ADU may be developed in or behind an existing or new main dwelling.
- (2) To keep true to its accessory size, an ADU may not exceed 40 percent of the floor area of the main dwelling.
- (3) An ADU may have up to two bedrooms.
- (4) The owner of the property is required to reside in either the main dwelling or the ADU **and is required to be currently receiving a homestead on the property or demonstrate that an application has been submitted for the following taxable year** ~~for at least eight months of the year.~~
- (5) If detached from the main dwelling, an ADU must be located in the rear yard and have a footprint no greater than 30 percent of the rear yard.

- (6) If the ADU is combined with a garage, the total floor area may be in addition to the square footage of the garage.
- (7) The ADU shall meet all rear and side yard setback requirements **of the principal structure and when detached, be at least 5' away from the principal structure.**
- (8) The ADU shall not be higher than the main dwelling.
- (9) No additional parking spaces are required, **however all vehicles must fit in the driveway or garage on site.**
- (10) Only one ADU per lot.**
- (11) No short term rentals allowed in either of the buildings as defined in the Norcross Code of Ordinances.**

Sec. 203-9. Minimum number of spaces required.

The following are the minimum number of off-street parking spaces required. For uses not specifically listed, the off-street parking requirements shall be those of the most similar use as determined by the Community Development Director.

Use	Number of parking spaces
Residential	
<i>Household residences</i>	
Single-family detached dwelling	3 per dwelling unit
Duplex dwelling	2 per dwelling unit
Townhouse dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Multi-family dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
Mixed-use dwelling	2 per dwelling unit; plus 1 additional space for every 4 dwelling units
<i>Group, institutional and social service living</i>	
Child care institution, congregate personal care, convalescent, group day care, personal care, nursing homes	1 per 2 residents of design capacity
Membership dwelling (fraternity, etc.)	1 per 2 residents of design capacity
Retirement community	2 per dwelling unit
Rooming and boarding house	1 per guest room
<i>Miscellaneous, lodging, rooms for rent</i>	
Accessory dwelling unit	No additional spaces are required
Bed and breakfast inn	1 per guest room
Hotel or motel (except bed & breakfast inn)	1 per guest room; or 1.5 per guest room if hotel has a restaurant, lounge and/or meeting facilities
Rooming house (e.g. Air BnB, VRBO, HomeAway)	2 per dwelling unit
Commercial and services	
ALL COMMERCIAL/SERVICES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Adult entertainment	1 per 200 sf GFA

Amusement or recreational attraction	See places of public assembly
Amusement park	1 per 2,000 sf
Amusement/gaming parlor	1 per 400 sf GFA
Animal hospital or veterinarian clinic	1 per 300 sf of GFA
Antique shop	1 per 400 sf GFA
Art gallery	1 per 400 sf GFA
Artist's studio	1 per 200 sf GFA
Automobile rental establishment	1 per 200 sf GFA
Automobile rental establishment trucks or trailers	1 per 400 sf GFA
Banks and financial institutions	1 per 400 sf GFA
Beauty parlor, barber shop, hair salon, or nail salon	1 per 300 sf GFA; or 2 per barber chair, whichever is greater
Bowling alley	4 per bowling alley lane
Building material sales with outdoor storage yards	1 per 2,000 sf GFA of storage area
Business service establishment, miscellaneous	1 per 400 sf GFA
Car wash	1 per 200 sf GFA office space, plus sufficient stacking space for 5 vehicles per bay or per conveyer system
Community garden	None required
Community recreation facility	1 per 400 sf GFA
Convenience food stores with fuel pumps	1 per 300 sf GFA
Convenience food stores without fuel pumps	1 per 250 sf GFA
Crematorium	1 per 400 sf GFA of office space
Dance studios or schools	1 per 50 sf GFA
Day care center	1 per 5 children of design capacity
Department store	1 per 800 sf GFA
Doctor, dentist or chiropractor office	1 per 200 sf GFA
Dry cleaning, pick-up and delivery stations	1 per 400 sf GFA
Emission inspection station	1 per 100 sf GFA
Equipment rental	1 per 400 sf GFA
Places of public assembly (churches, event facility	1 per 150 sf GFA in largest assembly room
Farm (heavy) equipment, mobile home, recreational vehicles and equipment sales and service	2 per 1,000 sf of indoor sales area plus 1 for each 2,500 sf outdoor sales area plus 2 each service bay
Food catering service	1 per 400 sf of GFA
Funeral home	1 per 75 sf GFA used for assembly
Furniture rental or sales	1 per 500 sf GFA
Health club or spa	1 per 150 sf GFA
Indoor flea market	1 per 300 sf GFA
Instruction of fine arts	1 per 200 sf GFA
Instructional dance studio	1 per 100 sf GFA
Junk and salvage yards	1 per 200 sf GFA of office space
Landscaping services	Minimum of 5 spaces
Laundries and dry cleaning establishments, including self-service	1 per 400 sf GFA
Lockbox retailer	1 per 20 lockboxes
Medical or dental clinic, massage therapist	1 per 300 sf of GFA
Microbrewery	1 per 150 sf GFA of customer gathering space
Mixed uses	Total of all uses, less 25%

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Motion picture theater	See places of public assembly
Motor vehicle repair shop	2 per bay (repair station) ; plus 1 per 200 sf GFA of customer waiting space
Motor vehicle (auto) sales and rental	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay (repair station)
Motor vehicle sales and service: trucks & heavy equip.	2 per 1,000 sf of indoor sales area; plus 1 for each 2,500 sf outdoor sales area; plus 2 each service bay (repair station)
Motor vehicle service and fuel station	2 per service bay (repair station) plus 1 for every 200 sf GFA retail space
Offices, professional or business	1 per 400 sf of GFA
Office/showroom facility	1 per 800 sf GFA
Open air market and outdoor flea market	1 per 2,500 sf of outdoor sales area
Outdoor theater	1 per 3 seats in a fixed seating facility; or 1 per 250 sf of lawn area
Personal services	1 per 300 sf of GFA
Photocopying and reproduction services	1 per 400 sf GFA
Photography shops and studio	1 per 50 sf GFA
Plant nursery sales/garden supply center	1 per 500 sf GFA
Plumbing, electrical, pool and home building supply showrooms and sales centers	1 per 2,000 sf indoor GFA
Pool hall or billiard hall	1 per 300 sf GFA
Professional and business offices	1 per 400 sf GFA
Professional services	1 per 400 sf GFA
Radio, recording or television broadcast station-studio	1 per 400 sf GFA
Recreation, amusement, entertainment facility	See places of public assembly
Restaurant (not fast food)	1 per 100 sf GFA
Restaurant, fast food, drive-in and drive-thru	1 per 75 sf GFA
Social services, other (not listed)	1 per 200 sf GFA; plus 1 per 4 beds of design capacity
Sporting goods	1 per 500 sf GFA
Tattoo and/or body piercing establishments	1 per 300 sf of GFA
Telephone marketing (telemarketing) enterprises	1 per 300 sf GFA
Toy store, children's hobby shop	1 per 400 sf GFA
Temporary structures used in connection with the construction of permanent buildings or for a non- reoccurring purpose	4 per office
Window tinting or stereo installation not associated with auto repair	1 per 400 sf GFA
Manufacturing, wholesale and warehousing	
ALL MANUFACTURING, WHOLESALE AND WAREHOUSING EXCEPT AS LISTED BELOW	1 per 1,000 sf GFA
Baking plant	1 per 1,000 sf GFA
Building materials or other outdoor storage yards	1 per 2,000 sf GFA of storage area
Cold storage plant	1 per 2,000 sf GFA
Machine or welding shop	1 per 500 sf GFA
Mini-warehouse	Minimum of 5 spaces

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Newspaper and printing plant	1 per 1,000 sf GFA
Office distribution warehouse facilities	1 per 1,000 sf GFA
Soft drink bottling and distribution plant	1 per 1,000 sf GFA
Telecommunications antenna or tower	1 per station
Truck terminal	1 per 1,000 sf GFA
Waste treatment and disposal	1 per 250 sf GFA of office space
Wholesale trade/distribution office with showroom	1 per 200 sf GFA area devoted to sale or display plus 1 space per 300 sf GFA area devoted to office plus one space per 2,000 sf GFA for storage
Wholesale warehouse	1 per 2,000 sf GFA
Public or semi-public	
ALL PUBLIC OR SEMI-PUBLIC USES EXCEPT AS LISTED BELOW	1 per 400 sf GFA
Government offices and emergency services	1 per 400 sf GFA
Hospital	1 per bed of design capacity
Library	1 per 400 sf GFA
Museum	1 per 500 sf GFA
Places of public assembly (places of worship, event centers, church schools recreational facilities, movie theaters, and training centers)	1 per 150 sf GFA
School (technical, vocational, college, university, or community college)	20 per classroom
School (kindergarten, elementary and secondary)	2 per classroom for kindergarten, elementary and junior high school
School (high school)	6 per classroom for high school
Utility transmission, generation and monitoring facility	1 per 400 sf GFA; or 1 per location where no office is present
Wastewater treatment facility including sewage lagoon	1 per 250 sf GFA of office space
Transportation	
Automobile parking lot or garage	None required
Bus station or terminal	1 per 200 sf GFA of terminal building
Taxi cab or limousine services	1 per 400 sf GFA of office space

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 204-5. Signs exempt from having a permit.

The following signs and sign-related activities shall be exempt from the provisions of this article and shall not require a sign permit. All signs in this section, unless otherwise stated below, shall be setback a minimum of ten feet from the right-of-way, easement of access, or edge of pavement, whichever is the greater setback, and five feet from all other property lines.

- (1) *Routine maintenance.* Routine sign maintenance includes cleaning, re-painting, replacing lighting elements, ballasts, and electrical components, and changing of lettering or parts of signs designed to be regularly changed.

-
- (2) *Face changes.* Signs shall be allowed sign face changes that are non-structural only. Further modifications may be subject to the provisions of section 204-11, nonconforming or noncomplying signs.
 - (3) *Copy changes.* The change of a message on any changeable copy sign or any variable message sign may occur without a permit.
 - (4) Small non-illuminated temporary freestanding signs (excluding banners, which are regulated under section 204-12). For each residential or nonresidential lot, the quantity of these signs shall be limited to either one sign that is 16 square feet in area or any number of signs whose total combined area totals 16 square feet, such as four signs of four-square feet in area each. These signs shall not be located within the public street right-of-way and shall be no closer than ten feet to the back of the curb of a public roadway.
 - (5) *Traffic or government signs.* Any signs installed by the city, county, state, federal government or an authorized transit agency.
 - (6) *ADA required signs.* Any signs installed to meet the requirements of the Americans with Disabilities (ADA) Act.

(7) Signs meeting the requirements of section 204.18

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 204-12. Temporary signs.

- (a) The following types of signs or devices shall be allowed by issue of a temporary sign permit:
 - (1) Flags or banners beyond the limits allowed in section 204-13 (flag section).
 - a. Banners are limited to 32 square feet in size area and may be double sided. ***This includes institutional uses in residentially zoned properties such as places of worship and schools.***
 - b. The location and means of mounting must be clearly depicted on the temporary sign permit application.
 - (2) Signs associated with a temporary outdoor activity or temporary outdoor retail sales and display events, as regulated in chapter 8, article IX, of this Code.
- (b) Temporary signage is limited to a period not exceeding 15 consecutive days.
- (c) The **15-day time** limitation on temporary signage associated with a permitted temporary outdoor activity shall be waived to allow temporary signage to run concurrently only with the permitted term and duration of the specific temporary outdoor activity as stipulated in subsection 8-318(g)(1) of this Code, subject to Community Development Director approval.
- (d) A fee as established by the City Council and posted by the Community Development Department shall be charged for each temporary sign.
- (e) The city shall be exempted from temporary sign regulation and fees including, but not limited to: size, placement and duration of display when displaying signs.

(Ord. No. 08-2019, § I, 6-3-2019)

Sec. 206-8. Exceptions.

- (a) *Front yard requirements.*

-
- (1) The front yard requirements of this chapter shall not apply on any lot where the average depth of the front yards of existing buildings on adjoining lots located wholly or in part within 100 feet on each side of such lot within the same block and zoning district and fronting on the same side of the street is either greater or less than the minimum required front yard depth.
 - (2) If the average depth of the front yards is greater than the required minimum front yard depth, the depth of the front yard of such lot shall be the average of the front yards of such buildings but need not be greater than 150 percent of the required front yard depth.
 - (3) If the average depth of the front yards is less than the required minimum front yard depth, the depth of the front yard of such lot may be less than the required front yard depth but shall not be less than the average of the front yards of such buildings.
- (b) *Permitted encroachments upon required setbacks.* Cornices, eaves, chimneys, landings, porches, bay windows or other similar architectural features may extend into the required front, side or rear yard setbacks, provided such extensions do not exceed three feet into the setback. Unenclosed **and uncovered** decks and patios may extend into the side or rear yard setbacks but no closer than five feet from any property line. Steps and landings may extend into the required setbacks, provided such extensions do not exceed ten feet into the front yard setback. Steps and landings may extend into the rear yard setback, but no closer than five feet from the property line.

(Ord. No. 08-2019, § I, 6-3-2019; Ord. No. 08-2022, § I, 8-1-2022)



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

AGENDA REPORT

To: Mayor and Council

From: Bill Grogan, Chief of Police

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-328

Title: Public Safety Building – Motorola 911 Radio Equipment Agreement

CC: Eric Johnson, City Manager

Recommendation

Approve an agreement with Motorola to move/upgrade/add 911 radio equipment in the new public safety building, subject to legal's review and approval.

Background

On July 7th, 2025, Council approved funding for FFE (furniture, fixtures, equipment) in the new building. Included in the FFE budget was \$265,000 for moving/upgrading Motorola 911 radio equipment. The final cost is slightly below that at \$257,703.24. Support Services Manager Taylor Johnson obtained approval from Gwinnett County E911/Finance to reimburse the full amount.

Financial Impact

None. We will pay the invoice then submit it to Gwinnett County for reimbursement with proof of payment and installation.

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

- 1) Motorola Agreement
- 2) Reimbursement approval letter from Gwinnett County

Update



MEMORANDUM

TO: Taylor Johnson, Support Services Manager
City of Norcross Police Department

FROM: Shannon Candler *Shannon Candler*
Division Director, Financial Planning & Analysis

SUBJECT: E911 Funds Appropriated to the City of Norcross

DATE: October 21, 2025

BACKGROUND

The City of Norcross requested \$257,703.24 in E911 funding to support eligible capital costs associated with Motorola Solutions radio system for the Communications Center at their new public safety facility.

APPROVAL/AUTHORIZATION

Gwinnett County reviewed this request to ensure the equipment was necessary for compatibility with County-supported 911 systems, the cost was reasonable and consistent with market pricing, and sufficient justification and documentation had been provided.

Anticipated costs for the project total \$257,703.24 with 100% of the costs being identified as capital in nature covering costs associated with the project management, engineering, system integration, physical move of all existing radio equipment, and installation of existing and new equipment. The total capital costs associated with the request, \$257,703.24, are authorized for use by the City of Norcross.

NEXT STEPS

The City of Norcross may seek reimbursement of the capital costs, up to \$257,703.24, through the submission of: (1) invoice(s) and proof of payment; and (2) confirmation that equipment was received and installed. The County will verify the final documentation and process the reimbursement within 30 days. *Please note that all documentation must be retained for audit purposes for a minimum of 3 years.*

If you have any questions, or need additional support, please feel free to contact me by phone, at 770.822.7863, or email, at shannon.candler@gwinnettcounty.com.



MOTOROLA SOLUTIONS

Proposal

City of Norcross, GA

City of Norcross: Dispatch Center Relocation and MCC7500E Console Addition

August 28, 2025

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W Monroe Street, Suite 4400
Chicago, IL 60661

August 28, 2025

Chief Bill Grogan
Norcross Police Department
65 Lawrenceville Street NW
Norcross, GA 30017

Subject: City of Norcross: Dispatch Center Relocation and MCC7500E Console Addition

Chief Bill Grogan,

Your Motorola Solutions Inc. ("Motorola") account team is pleased to provide you with this firm proposal. The Motorola Solutions account team has taken great care to assemble this proposal for the Norcross Police Department's dispatch center relocation as well as the enhancement of adding a third radio console to the dispatch center.

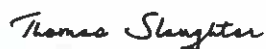
This proposal includes the following:

- (1) MCC7500E Console and associated equipment
- Enhancing (2) exiting MCC7500 VPM consoles to MCC7500E Consoles
- Migrate the K Core System, existing (2) MCC7500 consoles and additional radio equipment from the existing dispatch location to the to the new dispatch center

The proposal consists of this cover letter and the accompanying proposal titled *City of Norcross: Dispatch Center Relocation and MCC7500E Console Addition*. This proposal is subject to the terms and conditions of the attached Motorola Solutions Customer Agreement (MCA) and shall remain valid until **December 10, 2025**. The City of Norcross may accept this proposal by delivering to Motorola Solutions a purchase order and signed contract. Alternatively, Motorola Solutions would be please to address any concerns you may have regarding the proposal. Any questions can be directed to your Senior Account Executive, Parks McIntosh at 470-927-2457 or parks.mcintosh@motorolasolutions.com.

We thank you for the opportunity to furnish the City of Norcross with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Thomas Slaughter
State of Georgia Area Sales Manager
Motorola Solutions Inc.

This submission is subject to the clarifications specified in the pricing section of the budgetary estimate/quote. This document includes Motorola Solutions' Proprietary data; such information is submitted with the restriction that it is to be used only for evaluation purposes, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the budgetary estimate/quote.
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Section 1

System Description

1.1 Project Overview

The City of Norcross (Norcross) is relocating their dispatch center from its existing location into a new public safety building the city is constructing.

This scope of this proposal encompasses upgrading the two existing MCC 7500 dispatch positions to MCC 7500E dispatch positions, the addition of a third net new MCC 7500E dispatch position, and the migration of the existing K2 core radio system to the new dispatch center.

1.1.1 Existing Norcross 911 Dispatch Center

The major components of the existing Norcross 911 Center are listed below. This equipment will be relocated to the new Norcross Public Safety building as part of this project.

- ASTRO K2 Core.
 - Two (2) Conventional Site Controllers (CSC)
 - Two (2) LAN Switches
 - Two (2) Routers
 - Two (2) Backhaul Switches
 - One (1) Configuration Manager
- Four (4) Consolettes
- One (1) CCGW (Conventional Channel Gateway)
- Genesis Host Computer and Control Station
- Two (2) MCC 7500 dispatch positions upgraded to MCC 7500E positions

1.1.2 MCC 7500E Dispatch Positions and Ancillary Equipment

Norcross's existing two (2) positions are MCC 7500 positions. The MCC 7500 utilizes a piece of hardware called the VPM (voice processor module) in addition to a stand-alone PC. The MCC 7500 audio is processed by the VPM and used to connect the peripherals such as speakers, the microphone, footswitches, and headsets.

The MCC 7500E dispatch position uses the same Graphical User Interface (GUI) as the MCC 7500 but the audio is processed by the CommandCentral Hub (CCHub) rather than the VPM. The CCHub is an input/output device with an integrated PC used to connect the peripherals. When a MCC 7500 and MCC 7500E are located in close proximity in a dispatch center, dispatchers may notice a perceived audio delay between the two consoles. This might sound like an echo to the dispatchers if they are listening to the same talkgroups; therefore, it is not recommended to locate the two consoles in close proximity.

It is for these reasons, the two existing MCC 7500 positions will be upgraded to MCC 7500E positions. Norcross will receive credit for the MCC 7500 licenses. New CCHubs and peripheral hardware are included for the two upgraded positions.

In addition to the new MCC 7500E positions, this proposal includes one (1) net new MCC 7500E dispatch position with hardware and licensing, one new CCGW, two new APX Consolettes, and an 8-port control station combiner with one transmit and one receive antenna. The transmit and receive antennas will be installed on the exterior of the new 911 center. The six APX consolettes (four existing and two new) and the Genesis APX 6500 control station will connect to the control station combiner so that all seven subscribers can operate utilizing one transmit and receive antenna.

The following table summarizes the new hardware included for the three positions as well as the ancillary equipment to support the dispatch center.

Quantity	Description
MCC 7500E Operator Positions	
3	Integrated CommandCentral Hubs (integrated PC and input/output interface ports)
3	Computer Display 22" Non-Touch Monitors
6	Headset Jack
6	Headsets
6	Desktop Speakers
3	Footswitch
3	Gooseneck Microphone
3	Instant Recall Recorders
New Ancillary Equipment	
1	Conventional Channel Gateways (CCGW)
New Consolette Equipment	
2	APX Consolettes
1	8-Port Control Station Combiner
1	TX Antenna with coaxial cable and surge protection
1	RX Antenna with coaxial cable and surge protection

1.2 Preliminary Cutover Plan

Norcross will need to designate an equipment room to house the backend equipment. This room should be climate controlled with backup power (UPS and generator), grounding, adequate circuits with overhead wire molding, and sized for at least two 19" racks that are 7.5 feet tall. This room must be located within 100 meters (328 feet) of the dispatch positions.

During the first phase of installation, Norcross can continue operating from the existing two MCC 7500 positions at the old center.

Motorola will program the three MCC 7500E consoles and install them in dispatch furniture provided by Norcross. Three Ethernet cables will be run between each console position and the equipment room. Two cables support the MCC 7500E redundant NICs (network interface card). The third cable is a

spare cable. There must be a clear path such as a raised computer floor or conduit to run the cables from the positions to the equipment room without the need for core drilling.

Motorola will install two racks with the CCGW, the two new APX consolettes, and the 8-port control station combiner in these racks. There are two antennas that need to be mounted on the exterior of the dispatch center such as the roof or mounted to an exterior wall. Two coaxial cables must be run between the dispatch equipment room and these antennas. Motorola assumes there is there is conduit or a clear path in which the cables can be run that does not require core drilling in the building and cable entry ports providing access to the exterior for the coaxial cable.

Once this new equipment is installed, the relocation of the existing equipment can begin. During the equipment relocation and installation, the consoles will not be available for dispatching. Norcross will need to implement an alternate plan for dispatch activities. This may include the use of portable radios by the dispatchers, or working with Gwinnett County or other local cities to handle dispatch operations and logging needs during the transition.

In addition to the dispatch positions, the Norcross Equature logging recorder will be offline and unable to record radio traffic on this logging recorder while the equipment is being relocated.

The existing K2 core, four consolettes, CCGW, and Genesis equipment will be relocated to the equipment room. Once the equipment is relocated, cabled, and tested, Norcross may begin dispatch operations from the new dispatch center.

It is Norcross's responsibility to relocate any non-Motorola equipment such as the logging recorder, CAD, 911, and phone systems to the new dispatch center. This is not included in the scope of this project.

1.3 Assumptions and Responsibilities

- This project does not address modifications, upgrades, or repairs to any building renovations that may be required to prepare the sites for equipment installation.
- Norcross will provide and incorporate the elements below into the new Norcross Dispatch Center. The items below are not included in the scope of this project.
 - R56 grounding standard upgrades for the building, equipment room, and dispatch floor.
 - Provide an HVAC conditioned environment for all the equipment provided within this proposal.
 - Backup generator and UPS that will support the proposed equipment.
 - Provide receptacles for the proposed dispatch equipment. Each dispatch position requires a minimum of (1) dedicated AC power circuit (20 amps) to power the dispatch console hardware. A surge/power distribution unit with six (6) outlets is included for each position.
 - Provide adequate space in the console equipment room for up to two (2) 19-inch racks that are up to 7.5-feet high.
 - Provide wire mold in the dispatch equipment room above the racks with 25 circuits and receptacles to power the proposed racked equipment.
 - Provide adequate floor space in the dispatch center for the new MCC 7500E console positions.

- Provide conduit and cable entry ports between the equipment room and the dispatch center roof/exterior wall where the two control station combiner antennas will be installed. The conduit will be sized to accommodate a minimum of two runs of ½-inch coax for the control station combiner.
- Provide conduit or a clear path between the dispatch positions and the dispatch switch to pull Ethernet cables.
- Provide furniture for the console positions.
- Motorola will ground the equipment to the building's grounding system within 6 feet of the Motorola installed equipment.
- The cable length from the equipment room to the console positions will not exceed 100-meters (328-feet).
- The new Norcross dispatch center is in an area of RF coverage from the P25 system where the Delivered Audio Quality (DAQ) is 3.4 or greater. A DAQ of 3.4 is defined as "Speech understandable with repetition only rarely required. Some noise/distortion".
- The console positions will not be available for dispatching during the relocation effort.
- Logging Recorder
 - Norcross has an existing Equature logging recorder. It is the responsibility of Norcross to either purchase and install a new logging recorder or relocate the existing Equature logging recorder to the new Norcross dispatch center.
 - This proposal does not include a new logging recorder nor does it include services to relocate the existing Equature logging recorder.
 - Norcross will record audio from the control stations and/or the MCC 7500E dispatch positions. An Archiving Interface Server (AIS) is not included in this proposal.
 - Logging services will not be available during the relocation effort.

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to City of Norcross (the Customer). The tasks described herein will be performed by Motorola, its subcontractors, and City of Norcross to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and City of Norcross during the project implementation.

This SOW provides the most current understanding of the implementation effort. In particular, Motorola has made assumptions of the site to be used for relocated console positions. Should the site location change for any reason, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

2.2 Assumptions

Motorola has based the system design on information provided by City of Norcross and an analysis of their dispatch relocation project. Assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Norcross, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- The three (3) MCC7500E console positions will be installed in the NEW City of Norcross Dispatch center.
- The new Norcross dispatch center is in an area of RF coverage from the P25 system where the Delivered Audio Quality (DAQ) is 3.4 or greater. A DAQ of 3.4 is defined as "Speech understandable with repetition only rarely required. Some noise/distortion".
- City of Norcross will be responsible for providing adequate lighting and access at all installation sites.
- City of Norcross will need to ensure there is a ground buss bar tied back to the building ground within 6-feet of the equipment room.
- City of Norcross will be responsible for coordinating the activities of any City vendors and/or other contractors involved.
- The City of Norcross will provide and incorporate the elements below into the New Norcross Dispatch Center. These items are not included in this proposal.
 - R56 grounding standards.

- Provide an conditioned environment (HVAC) for the equipment that resides within the dispatch center
- Backup generator and UPS to support the equipment that is located in the New Norcross Dispatch Center.
- Provide electrical outlets for the relocated dispatch equipment.
- Provide adequate space in the radio equipment room for two (2) 19-inch racks that are 7.5-feet high.
- Provide wire mold in the radio equipment room above the racks with adequate circuits and receptacles to power the relocated racked equipment.
- Provide furniture for the three (3) dispatch positions.
- The cable length from the equipment room to the console positions will not exceed 100-meters (328-feet). There is a clear path or conduit to run the Ethernet cables between the radio equipment room and the dispatch positions that does not require core drilling.
- There is room in the radio equipment room for two (2) 7.5-foot 19-inch racks.
- There is room on the dispatch floor for the three (3) positions.
- The Norcross logging recorder will be unable log radio traffic while it is relocated to the New Norcross Dispatch Center. The City will be responsible for relocating the logging recorder.
- During the equipment relocation and installation, the consoles will not be available for dispatching. Norcross will need to implement an alternate plan for dispatch activities. This may include the use of portable radios by the dispatchers, or working with Gwinnett County or other local cities to handle dispatch operations and logging needs during the transition.
- This proposal includes relocation of the radio dispatch equipment described in this proposal. Relocation of any other ancillary dispatch equipment (911, Logging, CAD, etc.) is outside the scope of this proposal.

2.2.1 Contract Award (Milestone)

- City of Norcross and Motorola execute the contract and both parties receive all the necessary documentation.

2.2.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with City of Norcross.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which City of Norcross is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and City of Norcross assign all resources.
- Project kickoff meeting is scheduled.

2.2.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with City of Norcross.
- Review the resource requirements with City of Norcross.
- Review the implementation tasks with City of Norcross to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and City of Norcross), meetings, reports, milestone acceptance, and City of Norcross's participation in particular phases.

Customer Responsibilities:

- City of Norcross's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

2.3 Contract Design Review

2.3.1 Review Contract Design

Motorola Responsibilities:

- Meet with City of Norcross project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on implementation.
- Review the System Design, Statement of Work, and update the contract documents accordingly.

- Submit design documents to City of Norcross for approval. These documents form the basis of the system, which Motorola will manufacture, assemble and install.
- Prepare equipment layout plans for field.

Customer Responsibilities:

- City of Norcross's key project team participants attend the meeting.
- Make timely decisions, according to the implementation.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The console design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

2.3.2 Design Approval (Milestone)

- City of Norcross executes a Design Approval milestone document.

2.4 Order Processing

2.4.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment system.
- Create Ship Views, to confirm with City of Norcross the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.

- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

2.5 Manufacturing

2.5.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the equipment necessary for the system based on equipment order.
- Procure any non-Motorola equipment (as applicable) for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to the field.

2.5.2 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

2.5.3 Ship Acceptance (Milestone)

- All equipment shipped to the field.

2.6 Console Relocation

Motorola Responsibilities:

- Provide relocation/installation of the following dispatch equipment outlined below and detailed in the System Description based upon the agreed to floor plans/space provided by City of Norcross.
 - ASTRO K2 Core.
 - Two (2) Conventional Site Controllers (CSC)
 - Two (2) LAN Switches

- Two (2) Routers
- Two (2) Backhaul Switches
- One (1) Configuration Manager
- Six (6) Consolettes
- Two (2) CCGW (Conventional Channel Gateway)
- Genesis Host Computer and Control Station
- Three (3) MCC 7500E dispatch positions with peripherals.
- Eight port control station combiner with Tx/Rx antenna and line.
- Equipment will be re-installed in a neat and professional manner.
- Connect the appropriate equipment to the City of Norcross supplied ground system.

Customer Responsibilities:

- Provide secure storage for the equipment, at a location central to the sites. Motorola will coordinate the receipt of the equipment with the City's designated contact.
- Provide access to sites as necessary.
- City of Norcross will be responsible for coordinating the activities of any City vendors and/or other contractors involved.
- City of Norcross is responsible for providing adequate lighting and access at the installation site.
- City of Norcross will need to ensure the ground buss bar is tied back to the building ground within 6-feet of the equipment room.

Completion Criteria:

- Console relocation is complete.

2.6.1 Console Relocation Complete

- Console relocation completed and accepted by City of Norcross.

2.6.2 Console Relocation Acceptance (Milestone)

- All equipment relocations are completed and accepted by City of Norcross.

2.7 System Optimization

2.7.1 Optimize System FNE

Motorola Responsibilities:

- Motorola and its subcontractors optimize each subsystem.
- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.

- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR.
- Test and optimize the console system.
- Integrate the consoles into the system to ensure proper operation.
- Set up the consoles on the radio system to perform the dispatching operation.

Customer Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- Console addition optimization is complete.

2.7.2 Optimization Complete

- System optimization is completed. Motorola and City of Norcross agree that the equipment is ready for acceptance testing.

2.8 Audit and Acceptance Testing

2.8.1 Perform R56 Installation Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's Standards and Guidelines for Communication Sites (R56).

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests. (If desired)
- Any remediation's necessary that result from these audits are considered outside the scope of this proposal.

Completion Criteria:

- R56 audits complete.

2.8.2 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to City of Norcross for review.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Completion of the functional testing.
- Customer approval of the functional testing.

2.8.3 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of the tests.

2.9 Finalize

2.9.1 Resolve Punchlist

Motorola Responsibilities:

- Work with City of Norcross to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by City of Norcross.

2.9.2 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by City of Norcross.

2.9.3 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual. The documentation will include the following:
 - Functional Acceptance Test Plan Test Sheets and Results.
 - Equipment Inventory List.
 - Console Programming Template (where applicable).

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All documentation is provided and approved by City of Norcross.

2.9.4 Final Acceptance (Milestone)

- All deliverables complete.
- Final System Acceptance received from City of Norcross.

2.10 Project Administration

2.10.1 Project Status Meetings

Motorola Responsibilities:

- Motorola Project Manager, or designee, will attend all project status meetings with City of Norcross, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
 - Overall project status.
 - Product or service-related issues that may affect the implementation.
 - Status of the action items and the responsibilities associated with them.
 - Any miscellaneous concerns of either City of Norcross or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

2.10.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the task.

Completion Criteria:

- City of Norcross approval of the Milestone Completion document(s).

2.10.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline necessary to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Section 3

Acceptance Test Plan

City of Norcross K2 Core/MCC 7500E Relocation

Field Acceptance Test Plan

MCC 7500E Resources

3.1.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

MCC 7500E Resources

3.1.2 Resource Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. A K core allows dispatchers to interface to a trunked radio system through consolettes that are programmed with the talkgroups to which they need to communications. When a call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TG1
RADIO-2 - TG2
RADIO-3 - TG1
RADIO-4 - TG2
CONSOLE-1 - TG1
CONSOLE-2 - TG2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TG1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TG1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TG2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TG2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7500E Resources

3.1.3 PTT Unit ID/Alias Display

1. DESCRIPTION

Console operator positions contain various resources. If activity occurs on one of these operator position resources, the unit ID or associated alias (if programmed into the Console Alias Manager or MKM) of the initiating radio appears at the console resource.

SETUP

RADIO-1 - TG1
RADIO-2 - TG1
CONSOLE-1 - TG1
CONSOLE-2 - TG1

VERSION #1.010

2. TEST

- Step 1. Select the resource for TG1 on CONSOLE-1.
- Step 2. Initiate a call on TG1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 3. Initiate a call from RADIO-1 and observe that the unit ID or alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 4. Modify RADIO-2's alias in the CAM.
- Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.
- Step 6. Return RADIO-2's alias to its original state.

Pass ____ Fail ____

MCC 7500E Resources

3.1.4 Call Alert

1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

SETUP

RADIO-1 - TG1
CONSOLE-1 - TG1

VERSION #1.030

2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Cannot send call alert - target not found" in the summary/status list.

Pass____ Fail____

MCC 7500E Resources

3.1.5 Instant Recall Recorder (IRR) Operation

1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the MCC 7500 or MCC 7100 Console position. The audio is saved on the positions hard disk in the form of a .wav file.

SETUP

RADIO-1 - TG1
RADIO-2 - TG1

CONSOLE-1 - TG1 running IRR application.

VERSION #1.020

2. TEST

- Step 1. Select a radio channel on the CONSOLE-1 application window.
- Step 2. Select IRR from the CONSOLE-1 toolbar.
- Step 3. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 4. Verify a new entry appears in the IRR log window.
- Step 5. Select the new entry from the list.
- Step 6. Press play and verify conversation replay.

Pass____ Fail____

MCC 7500E Resources

3.1.6 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TG1
RADIO-2 – TG2
RADIO-3 – TG3
RADIO-4 – TG4
CONSOLE-1 – TG1, TG2, TG3, TG4

VERSION #1.020

2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass____ Fail____

MCC 7500E Resources

3.1.7 Channel Control Volume

1. DESCRIPTION

The Channel Control Volume feature ensures that dispatchers do not accidentally turn the audio volume of a radio resource on their dispatch positions down so low that they can't hear it. This feature maintains a configured lower limit for the resources volume setting.

This test can be run on MCC7100 and MCC7500 consoles.

This test can be run on Analog, MDC-1200, Digital, or Mixed Mode conventional resources. This test can also be run on Trunking resources.

SETUP

On CONSOLE-1 configure TG1 to have a minimum volume level of 4.

RADIO-1 – TG1
CONSOLE-1 - TG1

VERSION #1.020

2. TEST

- Step 1. Select the TG1 Resource window on CONSOLE-1.
- Step 2. Initiate a TG1 call using RADIO-1.
- Step 3. Observe that RADIO-1's audio comes out from the SELECT speaker of CONSOLE-1 in full volume.
- Step 4. Try to adjust TG1's volume to its lowest level by means of the mouse.
- Step 5. Observe that the volume level is not allowed to go lower than the configured minimum level and that the audio in the select speaker is lower in volume, but can still be heard.

Pass ____ Fail ____

MCC 7500E Resources

3.1.8 Select Audio Speaker Enable

1. DESCRIPTION

This feature causes the select audio that is heard in a console's headset to also be played out the console's select speaker. This feature is used so other people (supervisors, administrators, trainers, etc) can listen to the radio audio the dispatcher is hearing in their headset earpieces via the "select speaker" on the dispatch position.

The console under test can be either the MCC 7500 or the MCC 7100.

SETUP

Note: This control for this feature is in the Dispatch application on the edit menu

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Verify CONSOLE-1 audio routing is configured for Headset only for TG1.
- Step 2. Select TG1 resource on CONSOLE-1.
- Step 3. Plug a Headset into CONSOLE-1.
- Step 4. Initiate a call on TG1 using RADIO-1.
- Step 5. Verify that RADIO-1 audio is heard in CONSOLE-1's headset but not in its Select speaker. End the call on TG1 using RADIO-1.
- Step 6. Verify CONSOLE-1 audio routing is configured for Headset and Speakers for TG1.
- Step 7. Initiate a call on TG1 using RADIO-1.
- Step 8. Verify that RADIO-1 audio is heard in CONSOLE-1's headset and in its Select speaker.

Pass_____ Fail_____

3.2 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials: _____

Please Print Title: _____

Section 4

Pricing Summary

Listed below is the pricing summary for (1) net new MCC7500E consoles, upgrading the (2) existing MCC7500 VPM to MCC7500E, adding an additional consolette for the new console, the project management, engineering, system integration, physical move of all existing radio equipment (consoles, consolette(s) and K Core) and installing all existing equipment and the new MCC7500E consoles at the new dispatch center. **This pricing is valid until December 10, 2025.**

Description	Pricing
MCC7500E Equipment- (1) New MCC 7500E Console and Upgrading (2) Existing MCC 7500E consoles from MCC7500 VPM to MCC7500E	\$136,778.40
Project Management Services	\$25,164.78
Engineering Services	\$24,314.15
System Technician Services	\$15,973.60
Migrate K core, existing consoles and installation of all equipment and the new console	\$55,472.31
Total	\$257,703.24

*** This pricing does not include the increased maintenance and SUA for the addition of the third MCC7500E console after the year 1 warranty.

Section 5

Contractual Documentation

Motorola Solutions has provided a Communications System and Services Agreement and Exhibits on the following pages.

Motorola Solutions has provided a Communications System and Services Agreement and Exhibits on the following pages.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the date of the last signature (the "**Effective Date**").

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties' "**Agreement**".

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A "Payment" (Communications System purchase only)

Exhibit B Motorola Proposal dated: February 25, 2025

Exhibit C "System Acceptance Certificate" (Communications System only)

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

"**Authorized Users**" means Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"**Change Order**" means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

"**Communications System**" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"**Contract Price**" means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A "Payment"

or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

“Customer Contact Data” has the meaning given to it in the DPA.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards/terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

“Motorola Data” means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services or Maintenance and Support Services will take place.

“Software System” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“SUA” or **“SUA II”** means Motorola’s Software Upgrade Agreement program.

“Subscription Software” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“Third-Party Data” has the meaning given to it in the DPA.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to

represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

- 3.2.5.3. Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 3.5 - Documentation.
- 3.2.6. Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.
- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.
- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S.

government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1. Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "Initial Subscription Period") and will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "Partial Subscription Year"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty

(30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription Software.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of **\$257,703.24**, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will

reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____

Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____

Address: _____

Phone: _____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by

Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or

deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement.**

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open-source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site:
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").
- 7.3.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.
- 7.4. On-Premises Software System Warranty.** Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.
- 7.4.1.** On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS-THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER

WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This Section 8.2 – Intellectual Property Infringement provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. **EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR

DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

Section 10. Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

10.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3. Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt

of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase.

If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable

performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs

of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party

will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

City of Norcross

By: Thomas Slaughter

By: _____

Name: Thomas Slaughter

Name: _____

Title: Area Sales Manager - GA

Title: _____

Date: November 10, 2025

Date: _____

Software License Addendum

This Software License Addendum (this “SLA”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

- 2.1. Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “Designated Products”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.
- 2.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.
- 2.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
- 2.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of

the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer’s Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed

Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola’s sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1. Term. The term of this SLA (the “**SLA Term**”) will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer’s breach of the SLA will result in irreparable harm to Motorola for which monetary damages

would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 – Subscription Software License and Restrictions; Section 4 – Software Systems – Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

Exhibit A

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 50% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 50% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.



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: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-281

Title: GEMA Cybersecurity Grant Opportunity

CC: Eric Johnson, City Manager

Recommendation

Request approval to move forward with accepting the previously awarded FY22 State and Local Cybersecurity Grant Agreement between the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) and the City of Norcross in the amount of \$417,000.

Background

The FY22 State and Local Cybersecurity Grant Program (SLCGP) was the first-of-its-kind initiative by the Department of Homeland Security (DHS), administered collaboratively with the Cybersecurity and Infrastructure Security Agency (CISA) and the Federal Emergency Management Agency (FEMA). Our Georgia Emergency Management Agency (GEMA) and the Department of Homeland Security are the approved state administrative agencies of Georgia through which the City of Norcross applied for the grant. The total program funding is spread across the four fiscal years (FY 2022 – FY 2025).

The City's previous IT Director applied for and was awarded a cybersecurity grant to support enhancements to the City of Norcross's IT infrastructure. The awarded grant operates on a 90/10 reimbursement structure, meaning the City must initially fund the full \$417,000 in project costs.

Upon completion of all work, including equipment purchase, installation, and configuration, the City will be reimbursed for 90% of eligible costs (\$375,300). The remaining 10% (\$41,700) represents the City's required contribution toward the project.

Financial Impact

The City will need to allocate the full \$417,000 upfront to initiate the project and later submit documentation for reimbursement of the 90% portion. The City's net cost will be \$41,700, representing its 10% match.

This approach ensures the City can strengthen its cybersecurity infrastructure with significant financial support from state and federal resources, while maintaining compliance with the grant's reimbursement terms.

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

State and Local Cybersecurity FY22 Grant Agreement
MOU between GEMA Homeland Security and Norcross



**GRANT AGREEMENT
FOR
FISCAL YEAR 2022
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM**

BETWEEN

**THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Norcross

GRANT NO: 53

GRANT TERMS AND CONDITIONS

The United States Department of Homeland Security's ("DHS") Federal Fiscal Year ("FY") 2022 State and Local Cybersecurity Grant Program ("SLCGP") assists state, local, and territorial ("SLT") governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their communities.

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency ("GEMA/HS"), an agency of the State of Georgia ("State"), and Norcross ("Subrecipient"). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a "Party" or collectively, the "Parties".

For the purposes of this Agreement, GEMA/HS serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Subrecipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity."

THEREFORE, DIVISION AND SUBRECIPIENT AGREE TO THE FOLLOWING:

I. PERIOD OF PERFORMANCE.

The Parties hereby agree as follows: This Agreement shall become effective on the Projected

Start Date and shall continue through the Projected End Date listed below.

Projected Period of Performance Start Date(s): October 1, 2024

Projected Period of Performance End Date(s): September 30, 2025

No modifications to the Budget Cost Lines can be made after the termination date, September 30, 2025, or when all funds have been used.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as the Recipient, has awarded the amount of \$417,903.00 to Norcross as the Subrecipient, in accordance with the Fiscal Year 2022 State and Local Cybersecurity Grant Program. Subrecipient shall meet a 10% cost share requirement in the amount of \$41,790.30.

SLCGP Grant funding may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

DHS/FEMA HAS RESERVED THE RIGHT TO CHANGE THE FY22 SLCGP GRANT; INCLUDING SHORTENING THE PERFORMANCE PERIOD AND/OR GRANT END DATE. ANY CHANGE IN THE GRANT AND/OR PERFORMANCE PERIOD OF THE FY22 SLCGP AWARD WILL BE PASSED THROUGH TO THE SUBRECIPIENT BY GEMA/HS.

II. STANDARD OF PERFORMANCE.

The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the SLCGP Investment Justification Worksheet and the approved Budget Detail Worksheet(s). Any modifications to the approved Budget Detail Worksheet(s) must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Exhibits and Attachments:

A. Exhibit:

1. SLCGP Goals and Objectives

B. Attachments:

1. Attachment A: Standard Assurances:

(Attachment A1) Standard Form 424B (Non-Construction) or
(Attachment A2) Standard Form 424D (Construction), as applicable

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)
2. Attachment B: FY 2022 State and Local Cybersecurity Grant Program Agreement Articles;
3. Attachment C: FY 2022 State and Local Cybersecurity Grant Program Amendment Letter;
4. Attachment D: Federal Terms and Conditions;
5. Attachment E: Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements;

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)
6. Attachment F: DHS Fiscal Year 2022 State and Local Cybersecurity Grant Program Notice of Funding Opportunity, (available online at <https://www.fema.gov/print/pdf/node/641059>);
7. Attachment G: SLCGP Investment Justification Worksheet; and
8. Attachment H: Approved Budget Detail Worksheet(s).

III. FUNDING OBLIGATIONS.

GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

- A. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
- B. Subrecipient shall meet a 10% cost share requirement for the FY 2022 SLCGP as listed in the FY 2022 SLCGP DHS/FEMA NOFO.
- C. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2022 SLCGP DHS/FEMA NOFO (Attachment H),

State and Local Cybersecurity Grant Program
Subrecipient Agreement FY22

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and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

- D. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2022 SLCGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre- approved by GEMA/HS.
- E. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- F. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- G. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- H. **Non-Supplanting Requirement.** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- I. **Prior Approval for Modification of Approved Budget.** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.
 - 1. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

2. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.
 3. Subrecipient must report any deviations from FEMA-approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- J.** After all approved items on the approved Budget Detail Worksheet(s) have been reimbursed to the Subrecipient; this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient.
- K.** The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and the Cybersecurity and Infrastructure Security Agency ("CISA") of the award budget. Post-award documents uploaded into Non-Disaster Grants Management System ("ND Grants") for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- A.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Agreement through compliance with the most recent version of all applicable federal and state laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
1. Public Law 93-288, as amended (Stafford Act);
 2. 44 C.F.R., Emergency Management and Assistance;
 3. Disaster Mitigation Act of 2000;
 4. OMB Regulations 2 C.F.R., Grant and Agreements;
 5. Executive Order 11988, Floodplain Management
 6. Executive Order 11990, Protection of Wetlands

7. Executive Order 12372, Intergovernmental Review of Programs and Activities
8. Executive Order 12549, Debarment and Suspension
9. Executive Order 12612, Federalism
10. Executive Order 12699, Seismic Design
11. Executive Order 12898, Environmental Justice
12. Coastal Barrier Resources Act, Public Law 97-348
13. Single Audit Act, Public Law 98-502
14. Sandy Recovery Improvement Act publications
15. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
16. 16 U.S.C. § 1531, Endangered Species Act References
17. FEMA program publications, guidance, and policies
18. 2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations
19. 2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Unique Entity Identifier (“UEI”). Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process. UEI registration information is available on GSA.gov at <https://www.gsa.gov/about-us/organization/federal-acquisitionservice/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entityidentifier-update>.

C. Accounting System. The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and

report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

- D.** The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

V. PURCHASING.

- A. Purchasing.** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Cost Lines (Attachment G) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.
- B. Payment Request Forms.** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. Allowable Costs.** Funds must be spent in compliance with applicable rules and regulations noted in the FY 2022 SLCGP DHS/FEMA NOFO. All costs charged to awards covered by this FY 2022 SLCGP DHS/FEMA NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the FY 2022 SLCGP DHS/FEMA NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for DHS awards under this program is the same as the period of performance).
- 1. General Allowable Costs.** Subrecipients can use SLCGP grant funds for:
- i. Developing the Cybersecurity Plan;
 - ii. Implementing or revising the Cybersecurity Plan;

- iii. Paying expenses directly relating to the administration of the grant, which cannot exceed 5% of the amount of the grant award;
 - iv. Assisting with allowed activities that address imminent cybersecurity threats confirmed by DHS; and
 - v. Other appropriate activities as noted in the FY 2022 SLCGP DHS/FEMA NOFO.
2. **Planning.** SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of the holistic, entity-wide cybersecurity plan and other planning activities that support the program goals and objectives and Cybersecurity Planning Committee requirements.
3. **Organization.** Organization costs are allowable under this program. States must justify proposed expenditures of SLCGP funds to support organization activities within their IJ submission. Organizational activities include:
- i. Organizational activities include:
 - a) Program management;
 - b) Development of whole community partnerships that support the Cybersecurity Planning Committee;
 - c) Structures and mechanisms for information sharing between the public and private sector; and
 - d) Operational support.
 - ii. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, and cybersecurity navigators. The grant recipient must demonstrate that the personnel will be sustainable.
4. **Equipment.** Funding may be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments. Subrecipients may spend their portion of the funds on ransomware protections, data backups, basic cybersecurity protections, risk management frameworks. Subrecipient should limit purchases to the equipment referenced in the FY 2022 SLCGP DHS/FEMA NOFO and the Authorized Equipment List (“AEL”).

- i. Software and software licenses are authorized expenditures under SLCGP. Software can be included in the “equipment” cost category of the project budget under the appropriate AEL number. Software licenses would generally be covered under the same AEL as the software.
 - ii. There are currently 21 different sections of the AEL, including information technology (section 4) and cybersecurity equipment (section 5). Each AEL section includes numerous categories and subcategories. SLCGP applicants should search all AEL sections, categories, and subcategories on the FEMA AEL website to find the appropriate AEL. For example, the AEL for SAAS (software as a service) is 04AP-11-SAAS - Applications, Software as a Service.
 - iii. Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by the Environmental Protection Agency (“EPA”), the Occupational Safety and Health Administration (“OSHA”), and the National Fire Protection Association (“NFPA”). By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with FEMA funding.
 - iv. Subrecipient is responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Subrecipient’s willful or negligent action. Property losses should be reported to GEMA/HS immediately.
5. Additionally, recipients that are using SLCGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. You can access the Fiscal Year 2023 SAFECOM Guidance on Emergency Communications Grants at the following link:
https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf
6. **Maintenance and Sustainment.** Funding may be used for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees as described in DHS/FEMA Policy FP 205-402-125-1, available at <http://www.fema.gov/media-library/assets/documents/32474>.
7. **Training.** Subrecipients may use SLCGP funds to attend training courses, exercises, and programs in the United States.

- i. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align with the eligible entity's Cybersecurity Plan, address a performance gap identified through assessments, and contribute to building a capability that will be evaluated through a formal exercise.
- ii. Any training or training gaps, including training related to underserved communities that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations, should be identified in an assessment and addressed in the eligible entity's training cycle.
- iii. Subrecipients are encouraged to utilize FEMA's National Preparedness Course Catalog. Training includes programs or courses developed for and delivered by institutions and organizations funded by FEMA. This consists of the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners. The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope and the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov>.
- iv. Proposed attendance at training courses and all associated costs leveraging the FY 2022 SLCGP must be included in the Subrecipient's Investment Justification. Proposed attendance at training and all associated costs using SLCGP must be included in the Subrecipient's Investment Justification.
- v. Some training activities require Environmental and Historic Preservation Review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

8. **Exercises.**

- i. Exercise costs are allowable under this program. Exercises conducted with grant funding should be managed and run consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is at <https://www.fema.gov/emergency-managers/nationalpreparedness/exercises/hseep>.
- ii. Any exercise conducted with SLCGP grant funds must comply with the Nation Incident Management System ("NIMS") requirements. These requirements can be found at <https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf>. Exercise documentation, including but not limited to objectives, after-action reports, and participants, must be coordinated with and submitted to the GEMA/HS.

9. Management and Administration ("M&A").

- i. Subrecipients that receive an award under this program may use and expend up to five percent (5%) of their FY 2022 SLCGP funds for M&A purposes.
- ii. M&A costs are for activities directly related to the management and administration of the award, such as financial management and monitoring, submitting required programmatic and financial reports, establishing, and maintaining equipment inventory.

10. Indirect (Facilities & Administrative (F&A)) Costs. Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f). Subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award.

11. Construction and Renovation. Any Subrecipient project that involves construction and renovation cost must contact GEMA/HS prior to submission. All Subrecipients must request and receive approval from DHS/FEMA before any funds are used for construction or renovation.

12. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant

services are required, and competitive bidding is encouraged, as explained in 2 C.F.R. § 200.317-326.

D. Unallowable Costs. The following projects and costs are considered **ineligible** for award consideration:

1. Initiatives that duplicate capabilities being provided by the Federal Government;
2. Reimbursement of pre-award security expenses;
3. To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this FY 2022 SLCGP DHS/FEMA NOFO for otherwise permissible uses on the basis that the Subrecipient has previously used SLT funds to support the same or similar uses;
4. For any recipient cost-sharing contribution;
5. Payment of a ransom from cyberattacks;
6. For recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on SLT information systems;
7. Lobbying or intervention in federal regulatory or adjudicatory proceedings;
8. Suing the federal government or any other government entity;
9. Paying for cybersecurity insurance;
10. Acquiring land or to construct, remodel, or perform alternations of buildings or other physical facilities; or
11. For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.

VI. GENERAL PROHIBITIONS

- A. Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

- B. Federal Employee Prohibition.** Federal employees are prohibited directly benefiting from any funds under this Agreement.
- C.** The employment of unauthorized aliens by the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

VII. MODIFICATIONS

The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY22 SLCGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

VIII. SUSPENSION

In the event Subrecipient fails to comply with any term of this Grant, GEMA/HS may, upon written notification to Subrecipient, suspend this Agreement, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.

IX. TERMINATION

- A.** Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B.** Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right,

privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any SLCGP grant-funded equipment purchased under this agreement to GEMA/HS or whomever GEMA/HS shall designate, without cost, as directed by GEMA/HS.

- C. GEMA/HS may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.
- D. GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- E. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.
- F. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- G. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.
- H. **Subrecipient's Responsibilities Upon Termination**. If GEMA/HS provides a notice of termination to the Subrecipient, except as otherwise specified by GEMA/HS in that notice, the Subrecipient shall:
 - 1. Stop work under this Agreement on the date and to the extent specified in the notice.

2. Complete performance of such part of the work that has not been terminated by GEMA/HS, if any.
3. Take such action as may be necessary, or as GEMA/HS may specify, to protect and preserve any property which is in the possession and custody of the Subrecipient, and in which GEMA/HS has or may acquire an interest.
4. Transfer, assign, and make available to GEMA/HS all property and materials belonging to GEMA/HS upon the effective date of termination of this Agreement. No extra compensation will be paid to the Subrecipient for its services in connection with such transfer or assignment.

I. Withholding and Repayment of Funds. In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all attachments hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

X. CLOSING OF THIS GRANT.

- A. GEMA/HS will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B. At the completion and closure of all Subrecipient's projects (subawards), GEMA/HS will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
- C. The closeout of this Grant does not affect:

1. DHS/FEMA or GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Agreement after the expiration or termination of this Agreement.

XI. INDEMNIFICATION.

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to GEMA/HS' misuse or modification of the Subrecipient's products or GEMA/HS' operation or use of the Subrecipient's products in a manner not contemplated by the Agreement. GEMA/HS will not be liable for any royalties.

XII. DISPUTE RESOLUTION.

- A. Disputes concerning performance under the Agreement will be decided by GEMA/HS, who shall reduce the decision to writing and serve a copy to the Subrecipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in Superior Court of Fulton County, Georgia. Subrecipient hereby waives any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

- B. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

XIII. COMPLIANCE WITH LAW

- A. **Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require any of the Parties herein to violate any policies of GEMA/HS, DHS, or any laws or regulations of the United States or the State of Georgia.
- B. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- C. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- D. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Agreement that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or GEMA/HS determines that changes are necessary to this Agreement after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Agreement.
- E. **Conflict of Interest.** This Agreement is subject to the State of Georgia Code of Ethics found in O.C.G.A. § 45-10-1. The Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Subrecipient shall also disclose the name of any state employee who owns, directly or indirectly, more than a five percent (5%) interest in the Subrecipient or its affiliates.
1. Subrecipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

- a) Using his or her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Subrecipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

F. Boycott Of The Nation Of Israel Prohibited. Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.

G. Drug-Free Workplace. The Parties hereby certify as follows:

- 1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- 2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and
- 3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: "As part of the subcontracting contract with (the Party's name). (Sub-Contractor's Name) certifies to (the Party's name) that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this MOU pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3."
- 4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or

- b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

H. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.
2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
- a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

- I. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XIV. NOTICE

- A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing GEMA/HS' Grant Manager and delivered by standard or electronic mail using the correct information provided below.

If to Georgia Emergency Management and Homeland Security Agency:

Sheneka Turner
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
Sheneka.Turner@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

- B.** In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party.

XV. PROCUREMENT AND CONTRACTING.

- A.** The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").
- B.** As required by 2 C.F.R. §200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."
- C.** As required by 2 C.F.R. §200.318(b), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to GEMA/HS, the progress of any and all subcontractors performing work under this Agreement.
- D.** Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. GEMA/HS shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent

with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to publish a competitive solicitation, this review may allow GEMA/HS to identify deficiencies in the vendor requirements or in the commodity or service specifications. GEMA/HS' review and comments shall not constitute an approval of the solicitation. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from GEMA/HS that the solicitation is deficient, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,
2. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any contemplated contract prior to contract execution. GEMA/HS shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to execute a subcontract, this review may allow GEMA/HS to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. GEMA/HS's review and comments shall not constitute an approval of the subcontract. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from GEMA/HS that the subcontract is non-compliant, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,

2. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- F.** The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold GEMA/HS and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- G.** As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”
- H.** As required by 2 C.F.R. §200.319, the Subrecipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Subrecipient shall not:
1. Place unreasonable requirements on firms in order for them to qualify to do business;
 2. Require unnecessary experience or excessive bonding;
 3. Use noncompetitive pricing practices between firms or between affiliated companies;
 4. Execute noncompetitive contracts to consultants that are on retainer contracts;
 5. Authorize, condone, or ignore organizational conflicts of interest;
 6. Specify only a brand name product without allowing vendors to offer an equivalent;
 7. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 8. Engage in any arbitrary action during the procurement process; or,
 9. Allow a vendor to bid on a contract if that bidder was involved with developing or
 10. drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

- I. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- J. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as O.C.G.A. §50-5-50 et seq.
- K. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as O.C.G.A. §50-5-50 et seq.
- L. FEMA has developed helpful resources for Subrecipients when procuring with federal grant funds because Subrecipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:
 - 1. 2023 Procurement Disaster Assistance Team (PDAT) Roadmap to Procurement Compliance available at https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf.
- M. Contract Provisions. All contracts executed using funds awarded under this Agreement shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- N. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - 1. Procurement by micro purchase
 - 2. Procurement by small purchase
 - 3. Procurement by sealed bid
 - 4. Procurement by competitive proposal

5. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

- O. **Sole Source Procurement.** The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- P. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 C.F.R. § 200.320(f) must receive prior written approval from GEMA/HS.
- Q. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R. §200.321.

XVI. SUBCONTRACTING.

- A. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- B. The Subrecipient understands that any public contracts and subcontracts funded by the SLCGP must comply with the requirements of O.C.G.A. § 13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

XVII. MONITORING

- A. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.
- B. GEMA/HS or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Agreement and of the adequacy and timeliness of Subrecipient's performance pursuant to this Agreement. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Agreement, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure

by Subrecipient to take action specified in the monitoring report may be cause for termination of this Agreement pursuant to the Termination Section herein.

- C. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- D. In addition to reviews of audits conducted in accordance with federal auditing requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by GEMA/HS staff, limited scope audits, and other procedures.

XVIII. REPORTS

- A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide GEMA/HS with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by GEMA/HS.
- B. **Equipment Inventory Report.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states ““Purchased with funding from the Georgia Emergency Management and Homeland Security Agency with funds provided by the U.S. Department of Homeland Security”. The decal will be provided GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.

- 1. Inventory records must be maintained which include:
 - i. Award number; • Description of the property;
 - ii. Serial number or other identification number; • Source of the property (brand/manufacturer);
 - iii. Vendor of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of the property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;

- ix. Use and condition of the property; and
- x. Disposition data, including the date of disposal and sale price.

- C. **Quarterly Progress Report (Progress Report).** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS quarterly through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

The following reporting periods and due dates apply:

<u>Quarter</u>	<u>Date Range</u>	<u>Due Date</u>
<u>First Quarter</u>	<u>October 1 – December 31</u>	<u>January 31</u>
<u>Second Quarter</u>	<u>January 1- March 31</u>	<u>April 30</u>
<u>Third Quarter</u>	<u>April 1 – June 30</u>	<u>July 31</u>
<u>Fourth Quarter</u>	<u>July 1 – September 30</u>	<u>October 31</u>

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- D. **Biannual Strategy Implementation Reports (“BSIR”).** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.
- E. **Grant Closeout Report.** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final Progress Report. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be de-obligated.
- F. If all required reports and copies are not sent to GEMA/HS or are not completed in a manner acceptable to GEMA/HS, then GEMA/HS may withhold further payments until they are completed or may take other action.
- G. The Subrecipient shall provide additional program updates or information that may be required by GEMA/HS.

XIX. AUDITS

A. Audit of Federal Funds.

1. The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non- Profit Organizations.
2. Subrecipient's performance under the Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) Part 200 hereinafter referred to as the "Uniform Guidance."
3. Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's ("GAO") Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.
4. If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

B. Right to Audit. Subrecipient shall give DHS, FEMA, CISA, the Comptroller General of the United States, the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.

C. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to GEMA/HS for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to GEMA/HS of such disallowed costs shall be paid

by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

- D. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- E. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.
- F. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.
- G. Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

XX. RECORDS

- A. **Retention and Maintenance of Records.** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three (3) years from the date that the DHS closes the State of Georgia's 2022 SLCGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

1. The following are the only exceptions to the 3-year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When GEMA/HS or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

B. Access to Records. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and GEMA/HS, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

C. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require

procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

D. SLCGP Specific Requirements.

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review, <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually. For more information, visit the Nationwide Cybersecurity Review's website at <https://www.cisecurity.org>.
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.
4. Subrecipients may retain a maximum of up to five (5) percent of the SLCGP grant agreement amount for management and administration activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

E. Program-Specific Required Forms and Information. The following program-specific forms or information are required to be submitted in ND Grants as attachments:

1. SLCGP Investment Justifications. Each eligible entity is required to submit complete project-level information detailing how the program objectives and goals will be met to develop, implement, or revise its Cybersecurity Plan; establish a Cybersecurity Planning Committee; conduct assessments

and evaluations; and adopt key cybersecurity best practices. The FY 2022 Investment Justification must include the following information:

- i. Only one application will be submitted by the eligible entity. It must include a brief description of the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan.
 - ii. The application will consist of up to four investments, one for each SLCGP objective (See Exhibit 1 for more information on the goal and objectives).
 - iii. Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2022 SLCGP; however, it is important to note that identifying and mitigating gaps in the cybersecurity workforce, enhancing recruitment and retention efforts, and bolstering the knowledge, skills, and abilities of personnel are still statutory requirements for Cybersecurity Plans to address even if the eligible entity does not use grant funds to carry this out.
 - iv. Requests to use funding to address imminent cybersecurity threats must be addressed in the Investment Justification ("IJ") for Objective 3.
 - v. Each investment must describe how each project aligns to the Subrecipient's Cybersecurity Plan if applying for a grant to implement or revise the Cybersecurity Plan, or will align with the entity's Cybersecurity Plan if applying for a grant to develop a Cybersecurity Plan. Subrecipients must also describe how implementing the plan will be measured (metrics).
 - vi. Each project must include an explanation of how the proposed project(s) will achieve the program objectives as identified in Exhibit 1. A project schedule with clearly defined milestones must also be included.
2. **Cybersecurity Plan.** Each eligible entity is required to submit its Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL and included in Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO unless the eligible entity is applying for funds to develop a Cybersecurity Plan as described more below. The Cybersecurity Plan must include a description of Subrecipient's roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan,

and identify metrics. Subrecipient governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported. For more information on the Cybersecurity Plan, please refer to Appendix C of the FY 2022 SLCGP DHS/FEMA NOFO.

3. Cybersecurity Planning Committee Membership List. The Cybersecurity Planning Committee should be seen as a platform to identify and then prioritize state-wide efforts, to include identifying opportunities to consolidate projects to increase efficiencies. Each eligible entity is required to submit confirmation that the committee is comprised of the required representatives. The Subrecipient must also confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. For more information on the composition of the Cybersecurity Planning Committee, including how to leverage existing planning committees, please refer to Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
4. Cybersecurity Planning Committee Charter. The Cybersecurity Planning Committee Charter must be submitted with the Cybersecurity Planning Committee Membership List attached as specified in Appendix B of the FY 2022 SLCGP DHS/FEMA NOFO.
5. Cybersecurity Plan Submission Exception Request (if applicable).
 - i. Subrecipients may request an exception to submitting their Cybersecurity Plan at the time of application. The exception request must be supported by the Chief Information Officer (“CIO”), Chief Information Security Office (“CISO”), or equivalent official.
 - ii. If an exception is requested, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats. Activities integral to the development of a Cybersecurity Plan are limited to investments and projects aligned to Objective 1 and Objective 2 as listed in Exhibit 1. Activities to address imminent cybersecurity threats are limited to investments and projects aligned to Objective 3 as listed in Exhibit 1.
 - iii. The Subrecipient must also include a certification, either as a separate document or as part of the applicable IJ(s), that all activities funded by the grant are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent

cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity. If grant funding is necessary to assist with activities that address imminent cybersecurity threats, then that should be noted on the applicable IJ.

- iv. Subrecipient seeking funding to develop a Cybersecurity Plan must still submit IJs for Objectives 1, 2, and 3, noting that they will need to be updated once the Cybersecurity Plan is completed and approved. It is still optional to submit an IJ for Objective 4 as listed in Exhibit 1.
- v. Once the Cybersecurity Plan is completed and approved by the Cybersecurity Planning Committee and CIO, CISO, or equivalent official, the applicant must then submit updated IJs for Objectives 1, 2, and 3, along with an updated IJ for Objective 4 if one was previously submitted, to DHS with the approved Cybersecurity Plan.
- vi. The following is required to request an exception:
 - a) Statement from the Subrecipient as to why they do not have an approved Cybersecurity Plan;
 - b) High-level plan, including dates and milestones, for completing and submitting the Plan to DHS; and
 - c) Signatures of support from the eligible entity and CIO, CISO, or equivalent official.

F. Other Federal Records Requirements.

- 1. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from GEMA/HS or the Subrecipient when it determines that the records possess long-term retention value.
- 2. In accordance with 2 C.F.R. §200.336, GEMA/HS must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then GEMA/HS must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control

reviews, provide reasonable safeguards against alteration, and remain readable.

3. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or GEMA/HS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Fusion Centers. The Subrecipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

1. The Subrecipient agrees that Homeland Security Information Network must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the federal, state, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing SLCGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

H. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the approved Budget Cost Lines and all other applicable laws and regulations.

XXI. Special Conditions.

- A.** The Subrecipient agrees to comply with the FY 2022 State and Local Cybersecurity Grant Program Agreement Articles and FY 2022 State and Local Cybersecurity Grant Program Amendment Letter, included with this Agreement as Attachment B and C, respectively. References in the attachment to “recipient” apply to the Subrecipient’s requirements as subrecipient.
- B.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to,

the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

- C. **Protected Critical Infrastructure Information.** Protected Critical Infrastructure Information ("PCII") will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 ("CIIA"), 6 U.S.C. §§131 - 134, which created a new framework, that enables state and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The CIIA also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies ("SAA") to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement with DHS, appointing a PCII Officer, and implementing a self-inspection program.
- D. **Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 C.F.R. Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two (2) years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. **Environmental Historical Preservation ("EHP").**
1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation ("EHP") requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements.

Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using SLCGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance.
4. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for SLCGP funding.
5. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the FY 2022 SLCGP DHS/FEMA NOFO (Attachment H) and FEMA's Information Bulletins 329, 345, 356, 371, 404, and 404 available at <https://www.fema.gov/grants/tools/environmental-historic/preparation-resources>.

F. Federal Funding Accountability and Transparency Act ("FFATA").

1. All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.
2. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - i. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or

15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

- iii. Additional information regarding the FFATA requirements can be found at the following links:

a) <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>

b) www.fsrs.gov.

G. National Incident Management System (NIMS)

1. National Initiatives: Prior to allocation of any Federal preparedness awards in FY 2022, Subrecipients must ensure and maintain adoption and implementation of the NIMS. Although not required by DHS/FEMA, GEMA/HS requires SLCGP Subrecipients to maintain the adoption and implementation of NIMS. DHS/FEMA describes the specific training and activities involved in NIMS implementation in the NIMS Training Program <https://www.fema.gov/training-0> and the NIMS Implementation Objectives <https://www.fema.gov/implementation-guidance-and-reporting>.
2. Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications are available on DHS/FEMA's website at <https://www.fema.gov/resource-management-mutual-aid>.

- H. Disposition of Equipment Acquired Under the Federal Award (Article XLVIII)**. For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

- I.** The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty- free, nonexclusive, and irrevocable license to reproduce,

display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

- J. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any attachments hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

XXII. MISCELLANEOUS TERMS

- A. **Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. **Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- C. **Survivability.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Agreement. All obligations of the Parties incurred or existing under this Agreement as of the date of expiration or termination will survive the termination or expiration of this Agreement.
- D. **Assignment.** A Party may, nor will it have the power to, assign or novate this Agreement with the consent of the other Parties.
- E. **Dispute Resolution.** In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

F. **Sanctions.** If a Subrecipient materially fails to comply with the terms and conditions of an award, GEMA/HS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current award.
4. Withhold future awards for the project or program.
5. Pursue any other legal remedy that may be available.
6. Require reassignment of any tangible or intangible items purchased with SLCGP grant funding to another local jurisdiction.

G. **Reservation of Rights.** This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.

H. **Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.

1. Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State of Georgia is James C. Stallings, Authorized Recipient Official. The State has designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page ten (10) of this agreement.

XXIII. Entire Agreement; Waiver; Signature and Delivery.

This Agreement, including the incorporated Attachments and Exhibits, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind their respective entities designated below as of the day, month, and year indicated.

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

Norcross

(NAME OF SUBRECIPIENT)

Signature

Signature

Printed Name of Signatory

Printed Name of Signatory

Title of Signatory

Title of Signatory

10 / 01 / 2024

Date of Signature

10 / 01 / 2024

Date of Signature

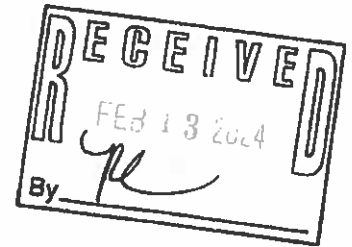
58-6000632

Agency FEID (XX-XXXXXXX)

H4C1D4T6HE29

Agency UEI Number (XXXXXXXXXX)

SCGP



Memorandum of Understanding (MOU)

BY and BETWEEN

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
AND

City of Norcross, Georgia

This Memorandum of Understanding (Agreement) made and entered into between the Georgia Emergency Management and Homeland Security Agency, hereinafter referred to as the "GEMA/HS" and City of Norcross, Georgia

officially domiciled at 65 Lawrenceville Street, Norcross GA 30071

hereinafter referred to as Subgrantee relating to an application for grants under the U. S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and GEMA/HS Homeland Security Division Grant Programs.

WHEREAS, GEMA/HS as the State Administrative Agency (SAA), on behalf of the State of Georgia, is the Grantee receiving funding under the DHS FEMA as authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. 603) and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities and are properly reimbursed to the Subgrantee; and

WHEREAS, the agreement is part of the referenced Subgrantee's application and profile record in the Georgia EM Grants Manager system and will become effective and binding upon approval by GEMA/Homeland Security;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Homeland Security Act and all applicable DHS FEMA regulations as provided in all applicable Subparts of 2 Code of Federal Regulations (CFR) Part 200 and 44 CFR that govern the Department of Homeland Security grant programs and shall adhere to the application of the Homeland Security Act of 2002 and those applicable regulations and policies as a condition for acceptance of and expenditure of said DHS FEMA funding.

As a further condition for the acceptance of and expenditure of DHS FEMA funding, the Subgrantee hereby agrees to follow all GEMA/HS guidelines, regulations, and directives, including but not limited to the following:

- Use gema.ga.gov and ga.emgrants.com, as applicable to access forms, request time extensions, and submit requests for reimbursements with supporting documentation.
- The Subgrantee shall assure that all project documents are made available to GEMA/HS, DHS FEMA, Office of Inspector General (OIG), or to any state or federal agency as determined by GEMA/Homeland Security, including but not limited to procurement policies, accounting policies, and all other documentation substantiating eligible costs.
- All records, reports, documents and other materials delivered or transmitted to GEMA/HS by the Subgrantee shall become the property of GEMA/HS.
- The Subgrantee will be required to execute a separate subgrant agreement in addition to this MOU.
- The Subgrantee agrees to monitor gema.ga.gov and ga.emgrants.com for any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements.
- The undersigned, as the appointed agent of the Subgrantee hereby declares that the individuals named herein as the Subgrantee's agents are knowledgeable of the requirements outlined herein.

The subgrantee hereby acknowledges that failure to adhere to all applicable state and federal laws, regulations, policies, and directives may result in suspension and/or termination of funding/reimbursements and/or all or part of the de-obligation of previously received funding.

Responsibilities of GEMA/HS

- GEMA/HS agrees to maintain gaemgrants.com subject to the availability of funding.
- GEMA/HS shall, through the Subgrantee's assigned Program Manager and Grant Specialist, review Subgrantee's requests for reimbursement, assist Subgrantee in correcting deficiencies, and disburse reimbursements to the Subgrantee as timely as possible.
- GEMA/HS shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy, or procedure which affect the Subgrantee's grant requirements through gaemgrants.com, gema.ga.gov and/or the appropriate alternate methods of communication.
- GEMA/HS shall provide technical assistance to assist the Subgrantee in the formulation and management of its DHS FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect for the duration of any DHS FEMA grants Subgrantee receives, including the record retention period. Any changes in regulations, policies, or procedures shall constitute an amendment to this Agreement.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties, including those to whom services or materials are provided under any project funded by the DHS FEMA.

Disclaimer

In its capacity as the Grantee and state fiduciary of (DHS FEMA) and other federal grant funds, GEMA/HS provides technical assistance to current and potential Subgrantees (collectively referred to as "Subgrantees").

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice. GEMA/HS does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently managing its own grants management program by employing effective methods and sound practices to manage DHS FEMA grants.

Technical assistance and other grants management information provided by GEMA/HS and adopted by the Subgrantee does not serve as GEMA/HS's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations, and policies as required by the DHS FEMA.

The Subgrantee, by its decision to participate in the GEMA/HS Homeland Security Division grant programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations, and policies, and bears the ultimate consequences of any adverse decisions rendered by GEMA/HS, DHS FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, GEMA/HS, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws, regulations, and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

Additional Laws and Policies

The Subgrantee agrees to abide by the requirements of the following as applicable: Title

VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Execution Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by email, personal hand delivery (and receipted for), or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

GEMA/Homeland Security
Post Office Box 18055
Atlanta, Georgia 30316
ATTN: Preparedness Grants and Programs

Or

HSgrants@gema.gov

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month, and year first written above.

WITNESSES:

Balun Chatmon
State's Witness

Sheneka J. J. J.
Preparedness Grants and Programs
Manager

Date: 2.20.24
Telephone Number: (404) 635-7095

Mr. James J. J.
Subgrantee's Witness
Name of or Chief Executive Officer

Cy J. J.
Chief Elected/Appointed Official

Name: Click or tap here to enter text.

Title: Click or tap here to enter text

Date: Click or tap here to enter text

Telephone Number: Click or tap here to enter text

Exhibit A

Designation of Applicant's Agent

Provide the information below for 1 primary, 1 alternate (optional), 1 authorized, and 1 financial individual that will be designated as agents. Changes to the below-authorized agents must be communicated to GEMA/HS in the manner as detailed above within fourteen (14) days of such change.

Primary Agent's Name: Dr. James Trent Title: IT
Director
Telephone number: 6786021668 Email
Address: 65 Lawrenceville St, Norcross
GA 30071

Alternate Agent's Name (Optional): Click or tap here to enter text.
Title: Click or tap here to enter text.
Telephone number: Click or tap here to enter text..
Email Address: Click or tap here to enter text.

Authorized Agent's Name: Dr. James Trent Title:
IT Director
Telephone number: 6786021668 Email
Address: james.trent@norcrossga.net

Financial Agent's Name: Sonja Hampton. Title:
Interim Finance Director
Telephone number: 7704482122 ext 2106
Email Address: shampton@norcrossga.net

I, as Chief Elected or Appointed Official of the Subgrantee am authorized to execute and file an Application for GEMA/HS Homeland Security Division grant program on behalf of the Subgrantee for the purpose of obtaining funding under the Homeland Security Act of 2002 (Public Law 107-296 as amended). The above-named agent(s) is/are authorized to represent and act on behalf of the Subgrantee in all dealings with the State of Georgia on all matters pertaining to the management of grants as required by this MOU.

Cy L. Hunt

Chief Elected/Appointed Official

or Chief Executive Officer

2/7/24

Date

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Telephone Number: Click or tap here to enter text.



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: Bruce Gaynor, Councilmember
Jim Trupiano, President of Norcross Power

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-326

Title: Residential Decorative Streetlighting

CC: Eric Johnson, City Manager

Recommendation

Business as usual. Continue to replace decorative streetlights with like LED fixtures (We replace acorn with acorn and colonial with colonial). Install light blocking shields on all new residential LED decorative streetlights to focus the brighter LED light away from homes and towards the street. Norcross Power tries to be flexible and accommodate residential requests and preferences between acorn and colonial decorative streetlights when there is minimal to no additional material or labor cost, and it provides a consistent look for an entire roadway.

Background

There are approximately 360 decorative streetlights located on City of Norcross maintained roads. Additionally, we have decorative streetlights in Thrasher Park and Lillian Webb Park. Decorative acorn streetlight fixtures are consistent throughout downtown Norcross and both parks. There is currently a mix of colonial style and acorn style decorative streetlight fixtures in residential neighborhoods. (See attached pictures differentiating acorn and colonial streetlights)

Residents across the country have been adjusting to brighter LED streetlights in residential areas now that High-Intensity Discharge (HID) streetlights are no longer available. Norcross Power has been consistent with other utilities by trying to minimize the kelvins, lumens and wattage to assist residents with the transition. In addition, we are now using tempered glass and installing shields inside the fixtures to block bright lights from the front of homes. In response to feedback from the residents on Dogwood Walk Lane, we recently completed a 2-week pilot where we installed 8 acorn lights with shields inside the globe. We were able to bend the shields inside the round globe, which provided additional light blockage for homes located on a higher elevation from the street.

Norcross Power leverages ECG's volume procurement agreements to order decorative streetlights. We currently order acorn and colonial style fixtures. They are similar in cost for material and labor to install.

Financial Impact

No financial impact to existing streetlight maintenance and LED replacement initiative.

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

Attachments

1. Pictures of Decorative Streetlights

Decorative Streetlights



Colonial



Acorn



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: Jon Robinson, Finance Director

Meeting Date: November 17, 2025 Policy Work Session (PWS)

Item No.: 2025-319

Title: Accept and Appropriate Grant Funds – Norfolk Southern

CC: Eric Johnson, City Manager

Recommendation To accept and appropriate grant funding in the amount of \$30,000.00 received from Norfolk Southern to complete two City of Norcross Historic Downtown Enhancement projects: 1. Skin Alley Improvements and 2. Cultural Arts Center Improvements.

Background In September 2025, the City was awarded through the Public Works department grant funds from Norfolk Southern Corporation. Per the agreement of the Grant, these funds should be used for direct programs or project support only (i.e., the grant funds should not be used towards expenses such as salaries, overhead, rent, or utility bills). The Director of Public Works has estimated cost for each project to be as follows: \$20,000.00 – Skin Alley Improvements and \$10,000.00 – Cultural Arts Center Improvements.

Project justification for the Grant award is to install an automated crossing arm with decorative stone or brick around the base to close Skin Alley instead of using planters. Also includes enhancing some landscape and beautification, adding 2 benches and pavers. Remaining funds will be used to repair exterior areas to the Cultural Arts Center.

Financial Impact This grant of \$30,000.00 will support cost estimates for the projects mentioned above. We request appropriation of funds to increase the project budgets as outlined in the attached titled “Budget Amendment/Appropriation”.

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

Grant Funding Approval
Grant Request from NFS RR-Norcross
Budget Amendment/Appropriation

From: do_not_reply@cybergrants.com
Sent: Thursday, September 25, 2025 8:36 AM
To: Len Housley
Subject: Thriving Communities Grant Program Request #100814427 has been approved

[You don't often get email from do_not_reply@cybergrants.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Caution: This email came from outside Norcross Networks. Do not open attachments or click on links if you do not recognize the sender.

Leonard Housley,

Congratulations! Your Thriving Communities Grant Program request has been approved by Norfolk Southern. Note, this status is subject to change pending the verification of your tax status.

Organization Name: City of Norcross
Project Title: Historic Downtown Enhancement Project (Request ID: 100814427) Granted Amount: \$30,000.00

Payment will be sent via checked based on the address entered in the payee information section of your account. If you notice any issues with the address, please email NSCommunityImpact@nscorp.com as soon as possible. Please allow up to six weeks for payment processing.

Grant funds should be used for direct program or project support only (i.e., the grants funds should not be used towards expenses such as salaries, overhead, rent, or utility bills). Please note, the provision of these funds does not constitute a promise of future grant money. If by any chance your project requires entrance onto Norfolk Southern Property, it must be explicitly permitted by written consent of Norfolk Southern via an executed lease and/or right of entry.

Additionally, please don't forget to complete the tax acknowledgement within 90 days and the impact/outcomes report within 180 days of receiving the grant. You will receive an automated email when the each are available on your account. Assigned items can be completed by logging into your account prior to their assigned due date.

Once again, congratulations on your grant approval! If you have any questions, please feel free to reach out to NSCommunityImpact@nscorp.com.

Thank you,
Norfolk Southern

CG/JMAIL/361867473

Downtown Historic Norcross Improvements Grant Request from NFS RR

Skin Alley Improvements-City of Norcross

Items and Work to be done	Estimated Costs
Automated Crossing Arm	\$6,500.00
Benches and Pavers	\$7,800.00
Landscape and Beautification	\$14,000.00
Faux Painting of Tracks to simulate RR crossing	\$1,500.00
	\$29,800.00

Cultural Arts Center Improvements

Items and Work to be done	Estimated Costs
Replace and repair wood siding	\$15,000.00
Replace and repair wood around windows and doors	\$5,000.00
	\$20,000.00

Grand Total **\$49,800.00**

Finance Department Budget Adjustment Entry

Purpose:		Item #2025-319: Appropriate Norfolk Southern Corporation grant funds for Public Works projects (Skin Alley (\$20K) & Cultural Arts Improvements (\$10K))	
Effective Date:		11/1/2025	
Description	Account Number	Increase	Decrease
Parks - Repairs & Maintenance - Buildings (Skin Alley Improvement	100-5.6200.522200	20,000	
Public Works - Repairs & Maintenance - Buildings (Cultural Arts Center Improvement Project)	100-5.4100.522200	10,000	
Deffered Grants Revenue	100-122510		30,000
	Totals	30,000	30,000



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: Jon Robinson, Finance Director

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-327

Title: Amendment to Purchasing Provisions within the Norcross Code of Ordinances and Financial Policy

CC: Eric Johnson, City Manager

Recommendation Adopt the attached updates/revisions to the City of Norcross Financial Policy, Section III – Purchasing and the attached amendment to the City Code of Ordinances to amend provisions related to Chapter 16, Article III – Purchasing and Contracts

Background The City, like most local government jurisdictions in the state, rely on Procurement laws and regulations to purchase goods and services of the highest quality at the best possible price. This objective can only be accomplished if all departments are familiar with proper purchasing policies and procedures as required by law and local guidelines. Additionally, it is best practice to review the City's policies and procedures from time to time and make amendments as necessary to ensure its policies and procedures remain in compliance with state and local statutes. The City has not completed a review or amendments to the policies or procedures since 2015. These amendments are recommended to remain compliant, ensure the City's procedures are relevant to current business operations and technology, and effectively manage risks.

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

Attachments

Amended – PART III (Purchasing) Policy – City of Norcross

PART III

PURCHASING POLICIES CITY OF NORCROSS, GEORGIA



INTRODUCTION

The purpose of these purchasing policies and procedures is to provide guidance to personnel engaged in the purchasing process throughout the City of Norcross.

These purchasing policies and procedures provide assistance to all departments in the City by promoting the obtainment of the best material or service of the highest quality at the best possible price. This objective can be accomplished only if all of the departments are familiar with proper purchasing policies and procedures as required by law and local guidelines.

The responsibility of each department shall include the purchase and distribution of supplies, materials, property, equipment and inventory pursuant to policies and procedures established by the Mayor and Council and in accordance with this manual and the laws of the State. The discharge of these duties will include the establishment of reliable and reputable sources of supply, the fostering of competition and good procurement practices consistent with timely accomplishment of its goals.

These policies and procedures will provide reference for questions that may arise in regard to purchasing requirements. Compliance with the provisions of this manual is mandatory. No provision is intended to conflict with state or local statutes, in which case, the provisions of the State or local statutes shall apply.

Any employee not complying with the rules and regulations of this manual shall be subject to disciplinary action in accordance with applicable personnel policies.

SECTION I. GENERAL INFORMATION

All acquisitions for goods and services over \$2,000.00 on behalf of the City of Norcross shall be made with a purchase order generated by the Finance department. Goods and services obtained otherwise without proper authorization will be considered an *ultra vires* act and under no circumstances be the responsibility of the City of Norcross.

It is the department's responsibility to properly pre-plan for the purchase of goods and services needed. This will assist in assuring continuity in departmental operations.

Departments are encouraged to seek the assistance of other personnel as early in the acquisition process as possible and as is necessary.

All documents and forms are to have department or division head signatures only. Any form or document not forwarded to the Finance Department in this manner will be returned to the requesting department.

The Finance Department shall serve all the City of Norcross Government by obtaining required commodities and services in accordance with State of Georgia law, City of Norcross ordinances and this policy. The Finance Department shall, except as otherwise specified herein,

be responsible for the administration of all transactions governed by the provisions of this policy and shall serve as the principal Procurement Officer of the City. Unless otherwise provided, any duties and powers of the Finance Department Director may be delegated by him/her to subordinate purchasing staff members and other employees. The Finance Director shall be subject to the authority and supervision of the City Manager.

The Finance Director is authorized and responsible to establish, implement and enforce the written operational procedures relating to acquisitions and dispositions subject to this policy and the City of Norcross's Charter and its Code of Ordinances. Such procedures shall, to the extent consistent with applicable law and purchasing principles and practice, become effective upon approval of the Mayor and City Council. Additionally, these procedures shall be reviewed and revised every 7 years, or as necessary, through the same process used for their initial approval.

The Mayor and City Council may disclaim responsibility and liability for any purchase, expenditure, or agreement for expenditures arising from a procurement made in its name, or in the name of any governmental body under its authority, by an unauthorized person or persons acting outside this policy and the Code of Ordinances. To the extent permissible by law, the expense of any such disclaimed transaction will become the personal liability of the individual who acted improperly.

This policy shall conform to all current applicable provisions of the laws of the United States and to the State of Georgia, and the provisions stated shall be so constructed whenever possible. In the event any portion of this policy shall be declared invalid for its failure to conform to federal and state law, such invalidity shall not affect the remaining portion thereof.

In this policy, unless the text requires otherwise:

1. Words in the singular number include the plural, and those in the plural include the singular.
2. Words of a particular gender include any gender and the neuter, and when the sense indicates, words of the neuter gender may refer to any gender,
3. "May" shall be permissive and not mandatory,
4. "Shall" shall be mandatory and not permissive
5. Terms, which are not specifically defined, shall have their usual and customary meanings.

Interested persons shall have access to information regarding procurement/purchasing transactions of the City of Norcross in accordance with the City policy and the Georgia Open Records Act, O.C.G.A. 50-18-70.

A. PURCHASING OBJECTIVE

Procurement of materials, supplies and services is an important function of the City's

organization. Ultimately, the services which the City provides to its citizens are dependent upon these materials and supplies. In order to obtain the greatest value for every dollar spent, it is necessary to follow a set of policies when purchases are made.

Purchasing procedures are designed to meet the following objectives:

- (1) To encourage the reduction and eventual elimination of small orders and emergency purchases.
- (2) To encourage advanced planning.
- (3) To reduce paper work through combined purchases.
- (4) To encourage competitive purchasing, through effective, fair and broad-based competition.
- (5) To encourage cooperative intergovernmental purchasing by departments.
- (6) To conduct City business in such an open manner that potential vendors may be impressed by the fairness of the system and thus be encouraged to furnish competition which will ensure that the City will secure the lowest price at all times.
- (7) To provide inspection of purchases to determine that goods delivered meet the specifications established.
- (8) To provide budget control and to ensure the financial stability of the City.
- (9) To assure that the greatest value is received for the tax dollar expended in terms of quality, service and price.

To provide safeguards for the maintenance of quality and equity, in the purchase and disposition of City property.

B. PURCHASING ETHICS

Public confidence in the integrity of purchasing practices is very important. Therefore, our purchasing policy includes a Code of Ethics. It is the policy of the City of Norcross to seek the best overall value when procuring goods and services. The city finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the City of Norcross. The following ethical practices should govern the conduct of every person employed by the City of Norcross.

- (1) The City of Norcross declares that City employees and officials along with those wishing to do business with the city have shared responsibility for avoiding biased, anticompetitive or unethical practices.
- (2) The City of Norcross employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in the procurement competition/process.
- (3) Prospective vendors must compete for City business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications or influencing a procurement decision through any

means outside the process established for the specific solicitation. This principle applies to any contractor, subcontractor, representative, employee or agent that may be associated with a procurement transaction.

- (4) Ethical business practices are important both during a solicitation process and after the decision to grant an award. To this end, the City of Norcross seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The Finance Director is charged with establishing methods for ongoing monitoring for compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other thing of value extends beyond and outside any specific procurement or solicitation.
- (5) A vendor's contract compliance history with the City of Norcross and other contractual parties is a valid element in the decision to award a solicitation.
- (6) The City of Norcross stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process.
- (7) City employees, officials, and their families are generally prohibited from participating in any procurement decision or any gain of undue advantage in a procurement competition because of contemporaneous employment with a potential or actual business partner.
- (8) It is unethical for any City employee or its officials to purchase commodities or services from a city contract for personal use.
- (9) With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a City of Norcross contract may not initiate or continue any verbal or written communication regarding a solicitation with any City officer, elected officials, employee or other City representative other than the Purchasing associated names in the solicitation between the date of issuance of the solicitation and the date of the final contract award by the City Council. The Finance Director will review any violations and present them to the City Council if determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

SECTION II. POLICY SUMMARY AND GUIDELINES

A. PURCHASING POLICY SUMMARY

The City Manager has directed that all Departments must comply with the City's purchasing policies. Any agency doing business through the City will at all times follow these purchasing policies. The Finance Department will be responsible for developing and maintaining the necessary forms for the City's purchasing functions. Purchases will be approved by the Department Director or his designee and submitted to the Finance Department. All purchases above \$2,000.00 require a purchase order. Competitive sealed bids or proposals from at least three sources (wherever reasonably possible) must be secured first for purchases or services \$100,000.00 or more. If three bids or proposals for purchases are unobtainable, an explanation should be documented with the purchase request. City Council approval is required for all purchases and services where cost exceeds \$100,000.00 for purchases and services that have not been approved in the budget.

Membership dues, subscriptions, advertising, seminar fees and out-of-town expenses do not require a purchase order. Repairs and service calls should be processed in the same manner as purchases (including vehicle repairs). When cost is not determinable, the rate per hour and/or a minimum service charge should be submitted. A "not to exceed" figure should be requested. It will be the responsibility of the department to plan ahead in order to minimize inconvenience and delays due to delivery. For emergency needs refer to the Emergency Purchases Section.

Developing formal procedures is the primary role of the Finance Department. The Finance Department may at times act on behalf of all departments for similar items such as office supplies in order to maximize volume discounts and ensure availability of stock. Standardization will be employed whenever possible to minimize costs to the City. Participation in State contracts for certain items may be utilized and a reference file shall be maintained by affected department of current items available.

It is the intent that these policies be administered by the Finance Department in order to control costs, ensure legal compliance, adhere to accounting and audit requirements and maintain the integrity of the City of Norcross.

The dollar limits for quotes and bids which will govern the proper procedure for the purchase of goods and services are as follows:

1. **Less than \$2,000.00.** No purchase order is required. These purchases do not require a competitive bid process. Department Directors and/or authorized representatives may select supplier(s), taking into consideration: fair and reasonable cost, delivery/pickup time, and convenience to the work site.
2. **\$2,000.01 to \$9,999.99.** A purchase order is required. At least three Informal quotes are required. Verbal quotes are acceptable but should be memorialized in writing by the purchasing agent and scanned into the Purchase requisition document.
3. **\$10,000.00 to \$99,999.99.** A purchase order is required along with a minimum of three (3) written quotes attached to the purchase order. Approval is required from the Department Director, Finance Director and City Manager.
4. **Over \$100,000.00.** Purchases estimated in value to exceed \$100,000 shall be made using at minimum three (3) formal competitive sealed bids for purchases and services. Reasonable efforts will be made to solicit sealed bids from the broadest possible list of qualified vendors. Prior to any award, the bid award recommendation must be approved by formal action of the City Council. After approval, a Purchase Requisition/Order and/or Services Contract will be processed.
 - (a) Single Bidder procedure:
 - If only one (1) proposal is received the City may:
 - (1) Hold an additional round of bidding, or
 - (2) If all the criteria below are met, the City may award a contract based on a single bid:
 - a. Review the bid and determine if the specifications are clear and not overly restrictive,
 - b. Determine if the bid is responsive and reasonable,
 - c. Determine if the bid is fair and reasonable
 - d. The City should assess if adequate competition was solicited and if it was reasonably expected that more than one bid would have been submitted,
5. The City must document its findings and file with the proposals. The Finance Department reviews all requisitions to ensure proper documentation. Per state law, all services or work of \$2,500 or more require an E-Verify Contractor's Affidavit or SAVE document, completed, signed and notarized, with the original to the Finance Department.
6. **Routing requests** – All requests must be approved by the Director of each department. Once the approval has been given, a requisition will

be entered into the financial software system by the requesting department. The Finance Department will then determine, based on the amount to be purchased, will need authorization from the City Manager or will need City Council approval. See thresholds for detailed information above.

The practice of dividing the purchase of substantially similar goods or services into two or more purchase orders or contracts in order to evade the requirements applicable to purchases of \$2,000.00 and over is strictly prohibited.

Exemptions to the purchasing limitations are as follows:

Exemptions

The following supplies and services are exempted from the bid Policy.

1. Works of art for public places, or other creative/artistic endeavors that require a particular and demonstrated skill or talent to include, but not limited to artists, musicians, and writers,
2. Printed copyright material including published books, maps, periodicals and technical pamphlets (not including software for computer systems), except where a greater savings can be realized by a quantity purchase,
3. Real property, real estate brokerage and appraising, abstract of titles for real property, title insurance for real property and other related costs of acquisition of real property,
4. Purchases between governments and/or nonprofit organizations, joint venture,
5. Dues, membership and board member fees,
6. Subscriptions,
7. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments, including but not limited to services provided in response to general liability insurance claims, solid waste services, and recreation and park attendants and instructor services,
8. Utilities, where there is no reasonable basis for competitive procurement, for example electric, water, sewage, and telephone,
9. Licensed health professionals, to include veterinary services,
10. Litigation and related legal expenses,
11. Training facilitators for meetings; travel, lodging or meal expenses not included in the City travel contract but are covered by other City policies and regulations,
12. Items for resale, such as surplus items or items for resale that require a particular manufacturer to enhance their marketability,
13. Advertisements and Legal advertisements include but not limited to

- bid/proposal solicitations, Planning Commission, Zoning Board of Appeals, and other boards that are required by law to publicly advertise their meetings or actions.
14. Sole Source Vendors. Occasionally there are items purchased by the city that are only available from one vendor/manufacturer. This should be noted in a memo to the Finance Department and attached to the purchase order.
 15. Reimbursed Purchases. Items that are purchased through the City of Norcross for an outside source and will be reimbursed to the City are not required to be approved by the City Council and may be approved by the Department Head after prices are obtained through the less formal method of bidding. (Example: meters for hotels).
 16. Repair of equipment or buildings where the extent of the project cannot be determined,
 17. Materials or services required for confidential and secure investigations, apprehensions and detentions of individuals suspected of or convicted of criminal offences by law enforcement personnel,
 18. Financial Instruments: Professional services and instruments/products related to the City's financial well-being as governed by policies by the City Council related to Debt Management and Investments. This exemption includes the purchase of professional services related to complex financial transactions and associated instruments. The areas covered by this exemption include debt, debt management, debt service, investments, assets, and pension assets. Examples of service providers include Financial Advisory Services; Underwriting Services; Broker Dealers, Arbitrage Calculation Services; Sinking Fund Custodian, Remarketing Agent, Liquidity Provider, Trustee, Paying Agent, Construction Fund Custodian, Escrow Agent, Verification Agent, and Registrar; Investment Advisory Services, and Pension Advisory Services,
 19. Expense associated with the disassembly, evaluation, and/or repair of equipment components,
 20. Professional services explicitly directed at improving the economic well-being and quality of life in the City of Norcross through efforts that include, but are not limited to the following: enhancement of economic activity, job creation, job retention, business retention & expansion, neighborhood development, tax base enhancements, marketing, etc.

B. PURCHASING GUIDELINES

The following guidelines will apply to purchases made for the City of Norcross:

1. Always obtain the price of any item before agreeing to buy it or before ordering it.
2. If possible and practicable, always obtain three competitive prices.
3. If possible and practicable, always obtain written quotations.
4. Determine the quantity discounts available and obtain them if possible.
5. Obtain discounts where possible due to volume of business.
6. Request discount terms on invoice payment and record them on purchase order
7. Wherever possible, negotiate for deliveries F.O.B. City of Norcross.

Department Heads have the responsibility and authority to expend the funds budgeted for the operation of their department. Department Heads are expected to control expenditures to these budgeted amounts and to effect savings where possible. It is the responsibility of the Finance Department staff to assist departments with efforts toward this end.

C. PURCHASE ORDERS

Standard purchase orders are generated by computer and essentially duplicate all information input from a requisition. The purchase order and invoice is sent to accounts payable for processing.

It is inappropriate for a purchase order to be issued after the fact except for emergency repairs and maintenance. The purchase order also represents a contract that a business will provide items and/or labor for an agreed upon price.

D. VENDORS

It is the responsibility of each department to establish a relationship of mutual confidence and satisfaction between the City and its suppliers. The City's policy in regard to vendors will be as follows:

1. All vendors' representatives will be received by each department. The Finance Department will inform, or pass along to Department Heads, useful information received from interviews, catalogs, advertising, etc.
2. Any arrangements made with vendor representatives for the purchase of goods or services by departmental personnel without proper purchasing procedures will not be acknowledged or upheld by the City of Norcross. The goods or service will become the personal liability of the individual making commitment to the vendor for the unauthorized purchase.

SECTION III. REQUISITION AND BUDGET REQUIREMENTS

It is the City's policy that expenditures do not exceed established budget restraints. Each department has the responsibility and authority to expend only the funds appropriated per budget for the operation of their department.

By direction of Mayor and Council it is necessary and required that any expenditures from appropriations for a given budget year be utilized and paid prior to the end of that fiscal year. Materials and services ordered prior to but received after August 31 of each budget year will be encumbered at year-end and charged to the current year's budget. Every effort should be made to request materials and services before August 1st in order to retain that expenditure or expense in the current year's budget. Only normal operating costs will be considered from August 1st to September 1st. No purchase orders will be issued after August 15th of each budget year except for emergency purchases for operating purposes only.

SECTION IV. BIDS AND CONTRACTS

A. GENERAL GUIDELINES

Bid and contract procedures should be in compliance with adopted policies conducted in a fair, consistent manner which encourages competitive purchasing practices and maximizes the City's purchasing power for each tax dollar.

The following terminology may be required in bids and requests for proposals depending on the commodity or service being purchased.

Insurance

The contractor shall maintain the following insurance: (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per occurrence, and property damage with limits of no less than \$500,000.00 per occurrence; (b) statutory worker's compensation insurance, including employer's liability insurance; and (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the City, and shall provide for thirty (30) days prior notice of cancellation to the City. Upon request, the contractor shall deliver to the city a certificate or policy of insurance evidencing the contractor's compliance with this policy. The contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage; (c) employee dishonesty and/or crimes coverage with respect to personnel of the contractor having access to City buildings, with limits of no less than \$50,000.00 per occurrence.

Bonding Requirements

Bid bonds, performance and payment bonds shall be required for all contracts requiring construction where cost is \$100,000.00 greater. Performance bonds are required for public

work contracts where cost is \$100,000.00 or greater. Specific requirements shall be set by Mayor and Council for the City.

B. DISQUALIFIED CONTRACTORS

Any contractor to which one of the following applies will be considered disqualified from doing business with the City of Norcross:

1. Any contractor currently in material default or in liquidated damages on another City contract.
2. Any contractor (including any owner, officer, director or key employee) who has been convicted in the last 5 years of any crime involving bid rigging, kick-backs or similar conduct.
3. Any contractor that is currently in litigation with the City regarding a City contract.
4. Any contractor that has previously performed unsatisfactory work on another City contract and for which the City has written documentation to that effect.

C. CHANGE ORDERS

It is the policy of the City to minimize change orders on contracts. However, the City realizes that at times circumstances may dictate that changes be made to the scope of a project. In these cases, the following policies will be followed prior to proceeding:

<10% of the total contract or <\$10,000.00 (whichever is less) – The Department Head may approve the change orders but must notify the City Manager and Finance Director in writing prior to work/services proceeding with approval.

>20% of the total contract or >\$25,000.00 (whichever is less) – The change order must be approved by formal action of the Mayor and City Council..

The above parameters apply in the aggregate and not by each change order. These policies should be followed within each bracket until the aggregate amount reaches the next bracket. At that point in time, the policy for the next bracket would be followed by City staff. Prior to completion of a contract, all change orders not having received specific City Council approval should be bundled into one change order and placed on the City Council's agenda for ratification. The Department Director will be responsible for processing the necessary documents (agenda item, memorandums, and documentation) to accomplish final ratification of remaining change orders.

D.COMPETITIVE SEALED BIDDING**1. Acquisitions Greater than \$100,000.00**

Any purchase or service which is expected to cost greater than \$100,000.00 shall be acquired through the competitive sealed bid process except as otherwise provided in these policies.

2. Dissemination of Invitations to Bid

Public notice of an Invitation to Bid shall be advertised as required by Georgia law. The public notice shall contain a general description of the item to be purchased, shall state the location where documents may be obtained and the date, time and place of bid opening. Notice of any of advertisement identified as likely to result in optional competition may be used in addition to required advertisement.

3. Receipt of Bids

No bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the City by the date and time as specified in the Request for Bids. All bids are to be stamped with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City. Late bids will be returned unopened to the bidder.

4. Bid Opening

Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designed in the Invitation for Bids. The name of each bidder, the purchase price contained in each bid, and such other information as the City deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspection.

5. Modification of Bids

Any clerical mistake which is patently obvious on the face of a bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Offer. A non-material omission in a bid may be corrected if the City determined the correction to be in the City's best interests. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid opening:

- a. Price information, and
- b. Any required insurance

6. Withdrawal of Bids

Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, withdrawal of bid shall be based

upon the following:

The bidder shall give notice in writing of his claim of right to withdraw his bid due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quality of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

7. **Bid Evaluation**

A. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid. No criteria may be used in bid evaluation that are not specifically set for the in the solicitation.

B. Businesses with a current and valid City of Norcross Business License that respond to an invitation to bid shall receive a 'local business' credit toward their evaluation. The local business credit shall be defined as a 5 point increase in scoring, on a scale of 100 scoring scale, on a qualifications based evaluation. For a bid price based selection, the local business shall get a 5% credit toward the bid for the purpose of award.

8. **Bid Cancellation**

An Invitation for Bids may be canceled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation where it is in the best interest of the City in accordance with regulations promulgated by the City, or as a result of improper conduct on the part of a City employee. The reasons for any cancellation shall be made part of the bid file.

9. **Bid Award**

A. Responsive and Responsible Bidder(s)

Subject to approval by the Mayor and City Council, bids shall be awarded to the responsible bidder(s) who have submitted the lowest cost responsive bid(s) or whose bid represents the best value to the City.

B. Approval of Bids

All bid awards for amounts of \$100,000.00 or greater shall be approved or rejected by the Mayor and City Council.

C. Rejection or Deferral of Bids

The City reserves the right to reject any or all bids to allow time for additional evaluation or review of bids or for other business purposes or if it determines such rejection to be in the best interest of the City.

D. Disqualification of Bids

The following types of bids shall be disqualified for consideration for a bid award:

1. A bid which is incomplete in any material aspect, element, or fact
2. A bid submitted without required bonds or insurance,
3. A bid submitted by an individual, firm or business on the Ineligible Source List
4. A bid submitted by a company on the Disqualified Bidder List.
5. A bid submitted by an individual, firm or business who has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process, settlement on property title, or condemnation proceeding where the City is not subject to financial penalties.

E. Tie Bids

In the event two (2) responsive bids are tied for the lowest price and the other terms and conditions of the two (2) bids are substantially the same, the bid shall be awarded to the local firm if only one of the bidders has its principal place of business located within the boundaries of Norcross. If both or neither of the tied bidders has its principal place of business and a current business license in the City of Norcross, then the bid award shall go to the lowest bid.

Definition of a Local Firm:

Any business or firm having its principal place of business within the boundaries of the City of Norcross and has a current City of Norcross Occupational Tax Certificate on the closing date of the solicitation for which the offer has been submitted.

E. INFORMAL PURCHASE

Purchases of \$99,999.99 or less may not justify the administrative time and expense for the conduction of competitive sealed bids or proposals. The Finance Director is authorized to establish the procedures for handling informal purchases. Unless otherwise stated, such purchases will be obtained competitively through telephone and/or written quotes.

F. SOLE SOURCE PURCHASES

A sole source procurement may be used when only one vendor or supplier is able to fulfill requirements for the intended uses. Sole source may be used for compatibility with equipment for repair, or for compatibility with existing systems. Sole source purchases should be limited whenever possible, and Department Directors must submit a written request justifying the Sole source purchase. At the discretion of the Mayor and City Council, sole source request may be reviewed before approval.

G. EMERGENCY PURCHASES

An emergency exists when there is an unforeseen event or circumstance that threatens or results in a negative impact on public health, welfare and/or safety, property or results in the loss or potential loss of an essential service. The competitive process should be followed whenever possible in an emergency if the ability to respond to the emergency is not seriously impaired.

H. COOPERATIVE PURCHASE

Federal, State, and County Government contracts and contracts negotiated by other governmental agencies can be used to the fullest benefit of the City of Norcross.

I. INTERGOVERNMENTAL CONTRACTS

Notwithstanding any other provision of this Ordinance, the City may participate in a cooperative agreement for the acquisition of real property, personal property, or services with any other governmental entity or agency, whether federal, state or local.

J. PROFESSIONAL SERVICES PROCUREMENT

Either the Competitive Sealed proposal method or the Qualifications Based Selections method will be used for procurement of professional services. Services will include, but are not limited to, architectural, engineering, planning, consulting, legal, medical, surveying, auditing, and banking services. When City staff determines that it is neither practical nor advantageous to the City to procure specific types of supplies, services or construction by competitive sealed bidding, the sealed proposal method will be utilized. When professional services are needed for a project that is funded in whole or in any part by state and/or federal funds, a qualifications-based selection process in accord with applicable state and/or federal law (i.e., 23 CFR 172, and 40 U.S.C. 1101-1104 (the Brooks Act)) will be used.

1. Competitive Sealed Proposals

Competitive sealed proposals are received by a stated time and place. There is no public opening and the proposals are not read aloud. The proposal price is kept confidential until an award is made by the City Council. Discussion is allowed after proposals have been opened to allow clarification and changes in proposals provided adequate precautions are taken to treat each offer fairly and to ensure that information gleaned from competing proposals is not disclosed to other bidders.

The Professional Services RFP will request that the proposal price be submitted in a separate sealed envelope within the proposal package envelope. This allows the proposals submitted to be reviewed and a consensus arrived on the most qualified firm(s) according to the firm's qualifications, previous related work experience and their understanding of the project.

Once a firm or firms have been "short listed," it may be necessary to call the firm(s) in for an interview to clarify any questions that the Department Head may have regarding the project and their proposal.

The firm which is the most qualified is determined and the proposal price envelope is opened for review. If there is more than one firm that is relatively more equally qualified as another or others, more than one envelope may be opened for review. It may be necessary to negotiate services and/or prices at this time in order to obtain the optimum benefits of the competitive solicitation.

The process of negotiations will be conducted in accordance with ethical business standards and auction techniques shall be prohibited in discussions. A recommendation will then be made to the Mayor and Council as to the most qualified firm for the project. An agenda item and memorandum will be prepared by the user Department Head for submission to Mayor and Council. In the event that the recommended firm or vendor cannot meet the requirements of the contract or negotiations fail, staff will have authority to award the contract/bid to the second most qualified firm/vendor.

2. Qualifications Based Selection

The City of Norcross shall use the qualifications-based selection method for the procurement of engineering and design related services when federal and/or state funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the qualifications-based selection procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public

advertisement in the official local organ (the Gwinnett Daily Post, as of January 1, 2015), and the Georgia Procurement Registry, to assure qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for qualifications (RFQ) to all interested consultants whereby responding consultants are ranked based on qualifications, or a multiphase process where a presentation or a technical proposal are then requested to three or more of the most highly qualified and ranked consultants who respond to the RFQ. An RFQ specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Qualifications (RFQ).

The RFQ shall provide all information and requirements necessary for interested consultants to provide a response to the RFQ and compete for the solicited services. The RFQ shall:

- (A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- (B) Identify the requirements for any discussions that may be conducted with three
- (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- (C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;
- (D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;
- (E) Identify any special provisions or contract requirements associated with the solicited services;
- (F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- (G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFQ which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFQ.

(III.) Evaluation Factors.

(A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Norcross's FHWA- approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the City of Norcross based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Norcross may conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFQ. Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Norcross shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The City of Norcross shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Norcross shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with

§ 172.11.

(C) The City of Norcross shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This

documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(VI.) Disadvantaged Business Enterprise (DBE) program.

(I.) The City of Norcross shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23

U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Norcross's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(VII.) Suspension and Debarment.

The City of Norcross must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

SECTION V. EMERGENCY PURCHASES

If an emergency occurs, the Department Head shall have the authority to purchase commodities and services.

Acquisitions shall be made using such competitive procedures as circumstances reasonably permit. The Finance Department request that three (3) telephones quotes be obtained (if costs exceed \$10,000). Emergencies shall be documented by the user department and submitted to the City Manager and Finance Director

For all emergency purchases, the Department Head should document the nature of the emergency and notify the City Manager, Finance Director, Mayor and City Council. All emergencies where cost is greater than \$100,000.00 require ratification of the City Council and should be ratified with a reasonably detailed finding of an emergency circumstance substantiating the deviation from the other financial requirements.

SECTION VI. INFORMAL PURCHASES**A. GENERAL**

Purchases that involve amounts less than \$100,000.00 shall not require a formal sealed/bid proposal process. However, the processes used for this type of procurement will include as much competition as is consistent with the anticipated cost of the procurement of goods and services in the best interests of the City.

B. PROHIBITION OF IMPROPER USE OF INFORMAL PURCHASE PROCESS

Purchases may not be artificially divided as to constitute an informal purchase, thereby circumventing the dollar limit requirement for competitive sealed bids/proposals.

C. PROCEDURES

Procurement in this category shall be made in accordance with the informal purchasing procedures set forth by the Finance Director. These procedures cover purchases delegated to use departments as well as those a central procurement process.

Such operational procedures shall provide for obtaining adequate and reasonable competition for the supply, service or construction being purchased. Further, such operational procedures require the preparation and maintenance of written records to adequately document the competition obtained, properly account for the funds expended and facilitate audit/review of the transaction.

D. TYPES OF INFORMAL PURCHASES

Informal purchases are classified by two categories:

1. Those that may be made directly by the user department.
2. Those that are required to be made through the procurement process.

INFORMAL PURCHASES BY USER DEPARTMENT**1. AUTHORITY**

Each user department is granted the authority, at the discretion of the Department Director, to handle purchases where the cost is less than \$2,000.00.

2. PROHIBITION OF MISUSE

Purchases may not be artificially divided in order to qualify for handling by the user department. Neither shall this process be used for frequently recurring acquisitions that warrant volume purchases or periodic term contracts.



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, Public Works Director

Meeting Date: November 17, 2025 – Policy Work Session

Item No.: 2025-318

Title: Brick Paver Repair on Jones St. and South Peachtree St.

CC: Eric Johnson, City Manager

Recommendation

Council approves a cost-effective approach for resetting of brick pavers on Jones St. and South Peachtree St. due to uneven areas.

Background

We have sinking and uneven brick pavers all around the Historic Downtown Area. PW has been spot fixing these areas and some areas have been repaired by vendors. This brick paver work was done many years ago. There are many areas that require to have the brick pavers completely removed, filled, and reset with new aggregate. On October 14, we did a walk-thru with Curb Tech (our on-call vendor) to assess scope. The total cost estimate for all areas is \$110,000.00 based on the phased approach below:

- Phase 1: Jones Street from Wingo to College Street. This would end at the Brick Paver Pedestrian Crosswalk at the intersection of Jones and College. This crosswalk is also sinking and uneven.
- Phase 2: South Peachtree Street from Jones to Holcomb Bridge
- Phase 3: South Peachtree Street from Holcomb Bridge to Carlyle. The Brick Paver Crosswalk at Carlyle is sinking and uneven.

We also received a cost per linear foot to repair areas of most concern that are uneven and sinking. These areas identified total \$10,000 to \$12,000. This is the recommended COA.

Financial Impact: \$12,000 using Sidewalk Maintenance Budget, 100-5.4100.522205.

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

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 Philip

Agenda Report

To: Mayor and Council

From: Mayor Pro Tem Marshall Cheek

Meeting Date: November 17, 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 meeting 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.

UPDATES: Attached are drafts of the ordinance revisions which allow for voting at PWS on certain limited subjects. The amendments also remove some uncertainties regarding the parliamentary procedure applicable to Mayor and Council meetings while preserving the general rhythm of council meetings.

Attachments

Ordinance for 2-36 Amendment

ORDINANCE NO.

AN AMENDMENT AND RESTATEMENT OF CHAPTER 2, ARTICLE II, SECTION 2-36 TO PROVIDE FOR THE RULES OF PROCEDURE, MEETING TYPES, VOTING SESSIONS, FORMAT OF AGENDAS, AND PROCEDURE

ENACTING CLAUSE. The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that Chapter 2, Article II, Section 2-36 is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Official Code of the City of Norcross.

I. AMENDMENT Section 2-36

Section 2-36 of Chapter 2, Article II of the Code of Ordinances shall be stricken in its entirety and replaced with the following revisions and re-codifications of the ordinance:

Sec. 2-36. Rules of procedure.

(a) The Mayor's Role.

- (1) The Mayor is in charge of applying the rules in the conduct of the meeting.
- (2) The Mayor makes the final ruling on the rules of procedure. All decisions by the Mayor are final unless overruled by the Council by a majority vote.

(b) Submittal of agenda items and updates to continued items. The following policies shall apply to meetings of the Mayor and City Council:

- (1) Submittal of new agenda items by department heads. Department heads may suggest potential agenda items at the biweekly staff meeting held by the City Manager for inclusion at the policy work session. If an agenda item is proposed for submission to the Council, the responsible Department head must submit an agenda report and any backup material or information to the City Clerk by 4:00 p.m. on the Monday immediately preceding the policy work session (i.e. seven days prior to the policy work session).
- (2) Submittal of new agenda items by Councilmembers. Councilmembers sponsoring an agenda item must have agenda requests submitted to the Mayor or City Manager (with a copy to the City Clerk) no later than by 4:00 p.m. on the Monday immediately preceding the policy work session (i.e. seven days prior to the policy work session). If the Mayor does not approve an item proposed by a Councilmember to be placed on the agenda, the Mayor must notify the sponsoring Councilmember of such decision by 5:00 p.m. on the same Monday. Any two Councilmembers may overrule the Mayor's decision not to approve an item by providing written notice with the Councilmembers' signatures to the City Clerk

before noon on the Wednesday immediately preceding the policy work session. If backup materials for any Councilmember sponsored item are not provided until meeting night, ample copies for all elected officials, City Manager, and City Clerk are to be provided by the sponsoring Councilmember.

- (3) **Extension of deadline for new agenda items.** Deadlines for the consideration of new agenda items may be extended in the Mayor's discretion provided, however, that no new agenda item may be submitted for the following policy work session after noon on the Wednesday immediately preceding the meeting.
- (4) **Publication and distribution of city agenda.** A summary agenda shall be distributed by the City Clerk to the Mayor, City Council, and Department Heads on or before 5:00 p.m. on Wednesday immediately preceding the policy work session. Revisions to set agenda items may be submitted to the City Clerk at any time prior to noon on the Thursday immediately preceding the meeting, provided, however, that revisions may not materially alter the subject matter of the original agenda item.
- (5) **Distributions of final agenda packet.** The City Clerk shall publish the final agenda packet for each policy work session on or before noon on the Friday immediately preceding the policy work session.
- (6) **Emergency addition of items to regular meeting agenda.** In extraordinary circumstances (as determined by the Mayor), an item may be added to the regular meeting agenda for a vote without having first been discussed on a policy work session agenda, provided that such addition is compliant with O.C.G.A. §§ 50-14-1(d) and (e)(1).
- (7) **Mayor and City Council's authority over the agenda.** The submission of a proposed agenda item does not guarantee that an item will be on the agenda and discussed at the policy work session. This provision shall not abridge, modify, or amend any authority by the City Manager, City Council, and/or Mayor to add, remove, discuss, and/or modify in any manner the policy work session agenda made pursuant to lawful and proper procedure.

For illustrative and demonstrative purposes only, the applicable deadlines detailed herein shall comply with the following time-table:

(Continued on following page)

<i>Action</i>	<i>Deadline</i>	<i>Submission to/Subject to</i>
Department head submission of New Agenda Item to Policy Work Session w/ backup materials and agenda report	4:00 PM Monday of the week prior to the policy work session	Submission to City Clerk.
Councilmember submission to Policy Work Session	4:00 PM Monday of the week prior to the policy work session	Submission to Mayor and City Manager with copy to City Clerk.
Extension of Deadline to submit New Agenda Item to Policy Work Session	12:00 PM Wednesday of the week prior to the policy work session	Submission to and subject to approval by the Mayor.
Distribution and Publication of Summary Agenda	5:00 PM Wednesday of the week prior to the policy work session	Published by City Clerk
Revisions to set Agenda Items	12:00 PM Thursday of the week prior to the policy work session	Submissions for revisions are sent to the City Clerk.
Publication of Final Agenda Packet	12:00 PM Friday of the week prior to the policy work session	Published by City Clerk

(c) Mayor and Council Meetings and Schedule of Same.

(1) **Policy-work session.** The policy work session meeting is the beginning of the agenda cycle. The meeting is held the third Monday of each month at 6:30 p.m. in the second floor conference room of City Hall unless otherwise noticed. Items on the agenda are discussed by members of the governing authority, the City Manager, and, as requested by Council or the City Manager, other city staff members having information or experience regarding the agenda item. The Mayor may, as items are considered by Council, recognize members of the public who desire to make comments on agenda items. Items on the agenda at this meeting may be tabled, postponed to a date certain, placed on the next Regular Scheduled Meeting agenda, or, if the item meets the requirements of the foregoing subsection, placed on the routine agenda.

(A) **Routine Agenda.** Items that have unanimous support by the Mayor and Council may be voted upon at the Policy Work Session provided that the items meet the following criteria:

(i) the item does not require the passing of an ordinance, amendment of existing codes or regulations, or require any findings by the Mayor and Council;

(ii) the item does not concern the budget, have budget impacts that would require an amendment to the approved budget;

(iii) the item does not authorize the expenditure of funds in excess of \$250,000.00;

(iv) the item is not of a subject matter or purpose that requires a public hearing or multiple readings pursuant to state law or by the City Charter.

(2) Reserved.

(3) **Regular Mayor and Council meeting.** The final meeting of the cycle is the regular Mayor and Council meeting which is held in the courtroom downstairs at City Hall at 6:30 p.m. on the first Monday of each month. The meeting allows for public input and is recorded and televised on Comcast the Tuesday night of the following week at 10:00 p.m. on channel 25. DVD's are available for purchase from the City Clerk for \$5.00 each. It is the intent of the city to post recordings of the City Council meetings on the City of Norcross website (www.norcrossga.net).

(4) **Special called meeting.** Occasionally, there will be an issue or item that is time sensitive and therefore cannot be delayed until it has been through a full agenda cycle. In these limited circumstances, if immediate action on an item is deemed necessary and in the best interests of the City of Norcross, the Mayor or three members of the City Council may officially call a special call meeting. At least 24 hours' notice to the public is required for a special call meeting.

(5) **Executive sessions.** Executive sessions may be held after any policy work session, special called meeting or regular Council meeting only for the purpose of discussion of personnel, real estate or legal matters, as allowed under Georgia law. No official action is taken in any executive session. An affidavit is signed by each member of the governing body stating that only the subject matter for which the meeting was called was discussed. Except in instances where Georgia law forbids it, all discussions held in executive session that meet the bounds of the law are considered confidential. Any member of the governing body shall be subject to public censure for a breach of said confidentiality.

(c) **Basic format for a Mayor and Council meeting agendas.** The templates used for the Mayor and Council meetings will be in the following formats:

(1) For Regular Scheduled Meetings of the Mayor and Council:

(i) Call to order by Mayor or Mayor Pro Tem;

- (ii) Invocation;
- (iii) Pledge of allegiance to the flag of the United States of America;
- (iv) Roll call;
- (v) Presentation of previous meeting minutes for acceptance;
- (vi) Acceptance of the agenda as presented for the scheduled meeting;
- (vii) Ceremonial presentations, recognitions and swearing in ceremonies;
- (viii) Floor open to citizens desiring to address the governing Council:
 - a. Comments by Citizens;
 - b. Comments by Council.
- (ix) Public hearings;
- (x) General announcements;
- (xi) Consent agenda;
- (xii) Items for discussion;
- (xiii) Adjourn to executive session for personnel, real estate and legal.

(2) For Policy Work Sessions

- (i) Roll Call
- (ii) Citizen Input
- (iii) Board Updates
- (iv) General Updates
- (v) Council – General Discussion
- (vi) City Manager’s Report
- (v) Board Appointments
- (vi) Items for Discussion
- (v) Adjourn to executive session for personnel, real estate and legal.

II. REPEALER.

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

III. EFFECTIVE DATE.

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

IN WITNESS WHEREOF, I have hereunto set my hand and cause this seal to be affixed this ____ day of _____, 2025.

Craig Newton, Mayor

ATTEST:

Monique Philip, City Clerk

Sec. 2-36. Rules of procedure.

(a) The role of the Mayor.

(1) The Mayor is in charge of applying the rules in the conduct of the meeting.

(2) The Mayor makes the final ruling on the rules of procedure. All decisions by the Mayor are final unless overruled by the Council by a majority vote.

(b) Submittal of agenda items and updates to continued items. The following policies shall apply to meetings of the Mayor and City Council:

a. Submittal of new agenda items by department heads. Department heads may suggest potential agenda items at the biweekly staff meeting held by the City Manager for inclusion at the policy work session. If an agenda item is proposed for submission to the Council, the responsible Department head must submit an agenda report and any backup material or information to the City Clerk by 4:00 p.m. on the Monday immediately preceding the policy work session (i.e. seven days prior to the policy work session).

b. Submittal of new agenda items by Councilmembers. Councilmembers sponsoring an agenda item must have agenda requests submitted to the Mayor or City Manager (with a copy to the City Clerk) no later than by 4:00 p.m. on the Monday immediately preceding the policy work session (i.e. seven days prior to the policy work session). If the Mayor does not approve an item proposed by a Councilmember to be placed on the agenda, the Mayor must notify the sponsoring Councilmember of such decision by 5:00 p.m. on the same Monday. Any two Councilmembers may overrule the Mayor's decision not to approve an item by providing written notice with the Councilmembers' signatures to the City Clerk before noon on the Wednesday immediately preceding the policy work session. If backup materials for any Councilmember sponsored item are not provided until meeting night, ample copies for all elected officials, City Manager, and City Clerk are to be provided by the sponsoring Councilmember.

c. Extension of deadline for new agenda items. Deadlines for the consideration of new agenda items may be extended in the Mayor's discretion provided, however, that no new agenda item may be submitted for the following policy work session after noon on the Wednesday immediately preceding the meeting.

d. Publication and distribution of city agenda. A summary agenda shall be distributed by the City Clerk to the Mayor, City Council, and Department Heads

on or before 5:00 p.m. on Wednesday immediately preceding the policy work session. Revisions to set agenda items may be submitted to the City Clerk at any time prior to noon on the Thursday immediately preceding the meeting, provided, however, that revisions may not materially alter the subject matter of the original agenda item.

e. _____ Distributions of final agenda packet. The City Clerk shall publish the final agenda packet for each policy work session on or before noon on the Friday immediately preceding the policy work session.

f. _____ Emergency addition of items to regular meeting agenda. In extraordinary circumstances (as determined by the Mayor), an item may be added to the regular meeting agenda for a vote without having first been discussed on a policy work session agenda, provided that such addition is compliant with O.C.G.A. §§ 50-14-1(d) and (e)(1).

g. _____ Mayor and City Council's authority over the agenda. The submission of a proposed agenda item does not guarantee that an item will be on the agenda and discussed at the policy work session. This provision shall not abridge, modify, or amend any authority by the City Manager, City Council, and/or Mayor to add, remove, discuss, and/or modify in any manner the policy work session agenda made pursuant to lawful and proper procedure.

For illustrative and demonstrative purposes only, the applicable deadlines detailed herein shall comply with the following time-table:

(c) _____ Schedule of meetings. When a regular scheduled meeting falls on a national holiday or on a day that City Hall is scheduled to be closed for a holiday, the meeting will be moved to the Tuesday immediately following the Monday of the originally scheduled date. Mayor and Council Meetings and Scheule of Same

(1) Policy work session. The policy work session meeting is the beginning of the agenda cycle. The meeting is held the third Monday of each month at 6:30 p.m. in the second floor conference room of City Hall, unless otherwise noticed. Items on the agenda are discussed by members of the governing authority, the City Manager, and, as requested by Council or the City Manager, other city staff members having information or experience regarding the agenda item. The Mayor may, as items are considered by Council, recognize members of the public who desire to make comments on agenda items. ~~It is determined at this meeting what items will be put on the regular monthly Council meeting for further~~

Items as this meeting may be tabled, postponed to a date certain, placed on the next Regular Scheduled Meeting -agenda, or, if the item meets the requirements of the foregoing subsection, placed on the routine agenda.action-

(A) Routine Agenda. Items that have unanimous support by the Mayor and Council may be voted upon at the Policy Work Session provided that the items meet the following criteria:

(i) the item does not require the passing of an ordinance, amend existing code or regulations, or require any findings by the Mayor and Council;

(ii) the item does not have any budget impacts that would require an amendment to the approved budget;

(iii) the item does not authorize the expenditure of funds in excess of \$250,000.00;

(iv) the item is not of a subject matter that requires a public hearing or multiple readings pursuant to state law or by the City Charter.

a.Submittal of new agenda items by department heads. Department heads may suggest potential agenda items at the biweekly staff meeting held by the City Manager for inclusion at the policy work session. If an agenda item is proposed for submission to the Council, the responsible Department head must submit an agenda report and any backup material or information to the City Clerk by 4:00 p.m. on the Monday immediately preceding the policy work session (i.e. seven days prior to the policy work session).

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~~meeting night, ample copies for all elected officials, City Manager, and City Clerk are to be provided by the sponsoring Councilmember.~~

~~c.——Extension of deadline for new agenda items. Deadlines for the consideration of new agenda items may be extended in the Mayor's discretion provided, however, that no new agenda item may be submitted for the following policy work session after noon on the Wednesday immediately preceding the meeting.~~

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~~f.——Emergency addition of items to regular meeting agenda. In extraordinary circumstances (as determined by the Mayor), an item may be added to the regular meeting agenda for a vote without having first been discussed on a policy work session agenda, provided that such addition is compliant with O.C.G.A. §§ 50-14-1(d) and (e)(1).~~

~~g.——Mayor and City Council's authority over the agenda. The submission of a proposed agenda item does not guarantee that an item will be on the agenda and discussed at the policy work session. This provision shall not abridge, modify, or amend any authority by the City Manager, City Council, and/or Mayor to add, remove, discuss, and/or modify in any manner the policy work session agenda made pursuant to lawful and proper procedure.~~

For illustrative and demonstrative purposes only, the applicable deadlines detailed herein shall comply with the following time table:

(2) Reserved.

(3) Regular Mayor and Council meeting. The final meeting of the cycle is the regular Mayor and Council meeting which is held in the courtroom downstairs at City Hall at 6:30 p.m. on the first Monday of each month. ~~This meeting is the only meeting (other than a special called meeting) that official actions are taken.~~ The meeting allows for public input and is recorded and televised on Comcast the Tuesday night of the following week at 10:00 p.m. on channel 25. DVD's are available for purchase from the City Clerk for \$5.00 each. It is the intent of the city to post recordings of the City Council meetings on the City of Norcross website (www.norcrossga.net).

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- (9) Public hearings;
- (10) General announcements;
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(2) For Policy Work Sessions

- (i) Roll Call
- (ii) Citizen Input
- (iii) Board Updates
- (iv) General Updates
- (v) Council – General Discussion
- (vi) City Manager’s Report
- (v) Board Appointments
- (vi) Items for Discussion
- (v) Adjourn to executive session for personnel, real estate and legal.

~~First, the Mayor should clearly announce the agenda item number and state what the agenda items subject is.~~

~~Second, the appropriate person will come forward to introduce or explain the item and its intent. The Mayor will then ask members of the City Council if they have any technical questions or are in need of a clarification.~~

~~Third, the Mayor will invite public comments. If numerous members of the public indicate a desire to speak to the subject, the Mayor may limit the time of public speakers. The normal~~

total limit of time for discussion of a matter is 15 minutes. At the end of the allotted time, the Mayor has the authority to end the public comment period on that particular issue.

Fourth, the Mayor will invite discussion of the item by the City Council.

Fifth, the Mayor will invite a motion, announcing the name of the member of the City Council who makes the initial motion.

Sixth, the Mayor will ask for a second to the motion, announce the name of the member of the City Council who seconds the motion.

Seventh, if the motion is made and properly seconded, the Mayor will confirm publicly that everyone understands the motion, and ask if the motion needs to be repeated.

Eighth, the Mayor calls for a vote on the item in question, by asking for those in favor of the motion to raise their hand. Nays then respond in the same manner. Those who do not vote, "abstain". An affirmative vote of a simple majority of the members present determines whether a motion passes or is defeated. In case of a tie, the Mayor then votes to determine the outcome by breaking the tie.

Ninth, the Mayor will announce the result of the vote and may indicate the names of the members of the City Council, who voted either in favor of or in opposition to the motion.

(d) — Three basic motions.

(1) — The basic motion. The basic motion puts forward a decision for the Council's consideration.

(2) — The motion to amend. If a member wants to change a basic motion that is before the Council, they can move to amend it. A motion to amend can only change the basic motion in a manner that retains the premise of the basic motion.

(3) — The substitute motion. If a member intends to completely negate the basic motion that is before the City Council, and create a new motion, they can make a substitute motion. A substitute motion negates the basic motion and replaces it with a completely different motion.

The Mayor has the sole discretion to determine whether a proposed substitute or amended motion is a "motion to amend" or a "substitute motion".

(e) — Multiple motions before the City Council. There can be up to three motions on the floor at the same time.

When there are multiple motions made and properly seconded at the same time, the vote shall proceed first on the last motion that is made. If it is a substitute motion which passes,

it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the City Council of the third motion (the substitute motion). No vote can be taken on the first or second motions. If the substitute motion (the third motion) fails, the Mayor shall proceed to consider the second (now, the last) motion on the floor, the motion to amend.

Second, if the substitute motion failed, the Mayor shall deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate shall focus strictly on the amendment. If the motion to amend passed, the Mayor shall then call for discussion and a vote on the main motion (the first motion) as amended. If the motion to amend failed, the Mayor shall then call for discussion and a vote on the main motion (the first motion) in its original format, not as amended.

Third, the Mayor would now deal with the first motion that was placed on the floor. The original motion would either be in its original format, or, if amended, would be in its amended format.

(f)—— To debate or not to debate. Motions are generally subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the City Council. The debate shall be limited to 15 minutes unless the Mayor or at least 75 percent of the City Council present at the meeting elects to extend the time allotted for debate. There are exceptions to the general rule of free and open debate on motions. The following motions are not debatable:

(1)—— A motion to adjourn. This motion, if passed requires the Council to immediately adjourn. A motion to adjourn requires a simple majority vote for passage.

(2)—— A motion to recess. This motion, if passed, requires the Council to immediately recess. The Mayor determines the length of the recess which shall last at least five minutes and shall last no longer than one hour. A motion to recess requires a simple majority vote for passage. A motion to fix the time to adjourn. This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. A motion to fix the time to adjourn requires a simple majority vote for passage.

(3)—— A motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion may include, a specific time in which the item can come back to the Council: A motion to table an item indefinitely or for a specified time requires a simple majority vote for passage.

(4) — A motion to extend debate. When a motion has been debated for the 15-minute limit and a member of the City Council objects to the Mayor calling the question, a motion to extend the debate is necessary. A motion to extend debate requires that 75 percent of the City Councilmembers present at the meeting elect to extend the time allotted for debate.

(5) — A motion to limit debate or "calling the question". The most common form of this motion is to say "I move the previous question" or "I move the question" or "I call the question." When a member of the body makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-third's vote of the body.

(6) — A motion to object to consideration of an item. This motion is not debatable, and if passed, precludes the body from considering special rules that apply to the motion to reconsider. A motion to reconsider must be made at the meeting at which the item was first voted upon or at the very next meeting of the governing body where action may be taken on items. The Council, however, can always vote to suspend the rules and by a 75-percent majority of City Councilmembers present at the meeting, can allow a motion to reconsider to be made at another time. A motion to reconsider can only be made by certain members of the body. A motion to reconsider can only be made by a member who voted in the majority in the original motion. If such a member has a change of heart, he or she can make the motion to reconsider (any other member of the Council may second the motion). If the motion to reconsider passes, then the original matter is back before the Council, and a new original motion is then in order. The matter shall be discussed and debated as if it were on the floor for the first time.

(g) — Courtesy and decorum. The rules of order are meant to create an atmosphere where the Mayor, members of the City Council and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Mayor and the members of the Council to maintain common courtesy and decorum. Only one person at a time shall have the floor, and every speaker must first be recognized by the Chair before proceeding to speak.

The Mayor shall ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the member of the City Council. The Mayor has the right to cut off discussion that is too personal, is too loud, or is too crude. A speaker may be interrupted for the following reasons:

~~(1) — Privilege. The proper interruption shall be; "point of privilege." The Mayor shall ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.~~

~~(2) — Order. The proper interruption shall be: "point of order." The Mayor shall ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor moved on to a vote on a motion that permits debate without allowing that discussion or debate.~~

~~(3) — Appeal. If the Mayor makes a ruling that a member of the City Council disagrees with, that member may appeal the ruling of the Mayor. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Mayor is deemed reversed.~~

~~(4) — Call for order of the day. If a member of the City Council believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and if the Mayor discovers that the agenda has not been followed, the Mayor shall remind the City Council to return to the agenda item properly before them. If the Mayor fails to do so, the Mayor's determination may be appealed.~~

~~(5) — Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the Mayor may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.~~

(Ord. No. 15-2008, 5-5-2008; Ord. No. 25-2008, 11-3-2008; Ord. No. 10-2010, 6-7-2010; Ord. No. 13-2010, 10-4-2010; Ord. No. 18-2012, 7-2-2012; Ord. No. 09-2014, 11-3-2014; Ord. No. 06-2015, 8-3-2015; Ord. No. 03-2024, § I, 10-7-2024)



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: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-323

Title: Policy on Use of Artificial Intelligence (AI)

CC: Eric Johnson, City Manager

Recommendation: Direct the City Manager, working with the City Attorney, to develop a proposed policy for Council consideration on the use of Artificial Intelligence (AI) by City employees.

Background: AI is increasingly being used in the workplace. City Council should provide policy direction on what AI tools can be used, by whom, and for what purposes. As a start, direction should be given that employees do not use a free version of AI.

Financial Impact: N/A

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

Attachments: N/A



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

AGENDA REPORT

To: Mayor and Council

From: Councilmember Bruce Gaynor

Meeting Date: November 17, 2025 – Policy Work Session (PWS)

Item No.: 2025-329

Title: Adopt Publication of News and Newsletters using RoughDraft Publication

CC: Eric Johnson, City Manager

Recommendation: Approve a change in the City's newsletter publication to a set of mailed and online materials distributed by RoughDraft in lieu of the current monthly newsletter and authorize the Mayor to sign an agreement.

Background: RoughDraft produces communications materials for several communities in Fulton and DeKalb (Tucker, Dunwoody, Brookhaven, Sandy Springs, and Buckhead) with a total circulation of 63,000. Materials include online weekly updates, a combined (all jurisdictions) monthly mailed publication that contains articles for each community written by writers assigned by RoughDraft, and an advertisement of monthly City events purchased by the City, as well as the opportunity for the City to produce a newsletter that can be inserted in copies of a monthly RoughDraft mailed to City residents. The online material, monthly report, and quarterly insert will be badged for Norcross.

The proposed change will replace the City's monthly newsletter distributed with electric bills and to those who have signed up for mailed distribution, and which the City posts online in English and Spanish. The RoughDraft materials will be available online as well.

An initial proposal by RoughDraft anticipates distribution to about 4,000 Norcross households using carrier route mailing, and provision of 500 additional copies to be distributed through designated retailers.

Additional details to the proposed agreement are being discussed, such as the circulation within Norcross.

Financial Impact: The cost of a monthly half-page advertisement is \$2,700, and the City would be committed to a full-year agreement for 4,000 mailed newsletters and 500 bulk/retail copies under the attached proposal. In addition, the City would design the newsletters and pay for their printing through an independent printer. The City anticipates getting a quote for printing the newsletters prior to December 1, City Council meeting. The City currently spends \$3,717 per month on distribution of 6,300 mailed newsletters and an added 400 copies for bulk distribution. The City also spends about \$1,000 per month on a Spanish translation for the online version.

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

Attachments:

Sample Monthly Content for City of Brookhaven and Sample Newsletter.
Draft Agreement

Brooklyn Reporter

SEPTEMBER 2025 ■ Rough

A RoughDraft Publication

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FOCUS ON EDUCATION

P38

Corporate Volunteer Council P25

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ABOUT THE COVER

Brookhaven, Buckhead, Dunwoody and Tucker

Photos courtesy of DeKalb County Schools

Sandy Springs

Photo courtesy of The Weber School

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Brookhaven Arts Commission explores options to repurpose dome tiles

By Logan C. Ritchie

The Brookhaven Arts and Culture Commission has been tasked with generating ideas for repurposing the "brighter-than-expected" tiles meant for its dome.

On June 23, the city released a statement that the blue, green, red, and yellow glass tiles would be removed after installation prior to the highly-anticipated opening of the \$81 million city centre.

"The mosaic glass planned for the dome was intended to reflect muted tones of the city's signature colors – blues, greens, and complementary hues-consistent with the

design vision supported by the community, mayor, and council. However, the glass recently installed appears significantly brighter than expected," the statement said.

The city said that the dome was always intended to be adaptable, and would remain open-air until further notice.

At an Aug. 13 meeting, members of the Arts and Culture Commission started a conversation about the tiles, which will be relayed to city council members and city management, said City Planner Samantha Trust.

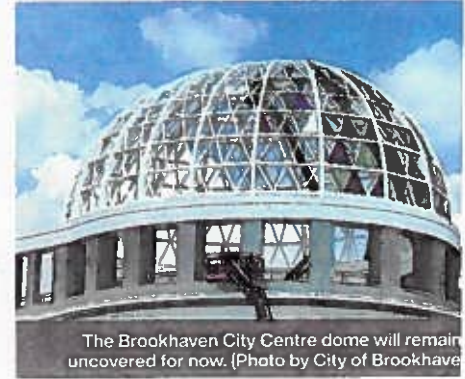
"It has been generally discussed that the Arts and Culture Commission may have valuable input to repurpose the

glass tiles in the event a return or refund was unsuccessful," Communications Director Burke Brennan said.

The city does not have a definite answer about whether a refund is possible for the \$986,000 expense. The tiles are currently being stored in the back parking lot at the city centre.

"Depending upon the Arts and Culture Commission's recommendation and associated cost, the council may need to approve the additional expense," Brennan added.

Trust said the Arts and Culture Commission's ideas included a community art project with Brookhaven Police Department, schools, or similar groups; holding a contest for ideas on what can be made with the tiles; working with artists from the Dashboard Exhibit at the 2024 International Festival; and creating an art



The Brookhaven City Centre dome will remain uncovered for now. (Photo by City of Brookhaven)

installation at a city-owned building. "We haven't made any decisions we need more information on the tiles themselves before making decisions said.

Rough Draft requested audio from the Arts and Culture Commission meeting, but the city said they were to retrieve a recording from their new software vendor.

Owens and Funny qualify for Brookhaven City Council

By Logan C. Ritchie

Brookhaven City Council members Jennifer Owens and John Funny have qualified to run for reelection in the Nov. 4 municipal election.

When the qualifying period ended Aug. 22 at 4:30 p.m., neither council member had an opponent.

District 2 council member Owens told Rough Draft that she's been energized by accomplishments made by the city council over the past two years in office.

"From sidewalk projects to making our community safer, fostering a more communicative and responsive government, to leading the charge to update our ethics code for the first time in 10 years," Owens said. "There's so much more for us to accomplish together. I'm eager to continue to serve our amazing Brookhaven community."

Owens was appointed to the council in early 2023 when Mayor John Park stepped down to run for mayor. Owens was elected in a special election in November 2023.

Funny said on social media that serving Brookhaven has been "one of the greatest honors of my life. Together, we've worked to strengthen our neighborhoods, invest in our infrastructure, and build a more vibrant and connected Brookhaven."



Brookhaven Council Members John Funny (left) and Jennifer Owens (File photo)

Prior to taking office on the Brookhaven City Council in January 2022, Funny served on the city's planning commission from 2013 to 2021 and as the chair of the Social Justice, Race, and Equity Commission from 2020 to 2022.

The qualifying fee for each council member is \$936, which totals 3 percent of gross salary of the preceding year, according to the Georgia election code.

Brookhaven
GEORGIA

Murphy Candler Park Pool | Sept. 6

DOGGY DIP DAY
SATURDAY, SEPTEMBER 6
ULTIMATE CANDLE PARLOR POOL
10AM TO 1PM SMALL DOGS
1PM TO 3PM LARGE DOGS
3PM TO 5PM

Brookhaven City Centre | Sept. 6 | 11 a.m.

PAINT THE DOME
SATURDAY, SEPTEMBER 6
11AM TO 2PM
BROOKHAVEN CITY CENTRE
4001 Peachtree Rd NE

Brookhaven PEP Building | Sept. 15 | 6 p.m.

Public Information Meeting
Peachtree Creek Greenway Phase III

Brookhaven City Centre | Sept. 17 | 10:30 a.m.

STORYTIME AT CITY CENTRE
with Mrs. Brookhaven, 100 years old & 100 years old
Wednesday, Sept. 17
10:30 - 11 a.m.
Brookhaven City Centre
Atrium
4001 Peachtree Rd NE

Brookhaven City Centre | Sept. 18 | 6:30 p.m.

DISTRICT 4 TOWN HALL MEETING
with Mayor John Park, Mayor Pro Tem John Park, Mayor Pro Tem John Park, Mayor Pro Tem John Park
Thursday, Sept. 18
6:30 - 8:30 p.m.
Brookhaven City Centre
Atrium
4001 Peachtree Rd NE

Wednesday, September 3
Planning Commission
7 p.m.
(5:30 p.m. work session)

Tuesday, September 9
City Council
6:30 p.m.
(4:30 p.m. work session)

Wednesday, September 10
Arts & Culture Commission
5:30 p.m.

Wednesday, September 17
Board of Appeals
7 p.m.
(5:30 p.m. work session)

Monday, September 29
City Council
6:30 p.m.
(4:30 p.m. work session)

September 1
Labor Day
City Hall Closed

Updates & more info at
BrookhavenGA.gov/Calendar

Stay Connected!

BrookhavenGAGov

Daycare plan withdrawn amid noise, traffic concerns

By Logan C. Ritchie

An application to build out a national daycare franchise on Apple Valley Road was withdrawn at the Brookhaven City Council meeting on Tuesday, Aug. 26 after neighbors spoke out about variances they said would remove trees, increase noise, and invite traffic to the dead-end street.

A total of eight variances were requested by Harsh Goyal, the owner of Kiddie Academy in Midtown, to allow exceptions for land development in the overlay district. City staff recommended approval of seven of the eight variances.

Mark Robinson of All Day Retail said he had been working with Launch Properties to develop the property at 2614 Apple Valley Rd. for a year.

"[I] feel like we've worked cohesively with everyone in the comments, [and we] are kind of feeling like we've met everything we need to meet," Robinson said.

Isabel Moultrie, a 10-year resident of the street, spoke on behalf of the Apple Valley Homeowners group. She said neighbors had been meeting with the developer, city staff, and Council Member Jennifer Owens for months "to point out the complexities of this interior street that

are not visible are immediately apparent, unless you live here."

Moultrie said the developer reached out to the neighborhood group to hear concerns, and were "very forthcoming and transparent." However, she claimed the proximity of the daycare building, light spillage, tree removal, and noise levels from two proposed playgrounds would negatively impact neighbors.

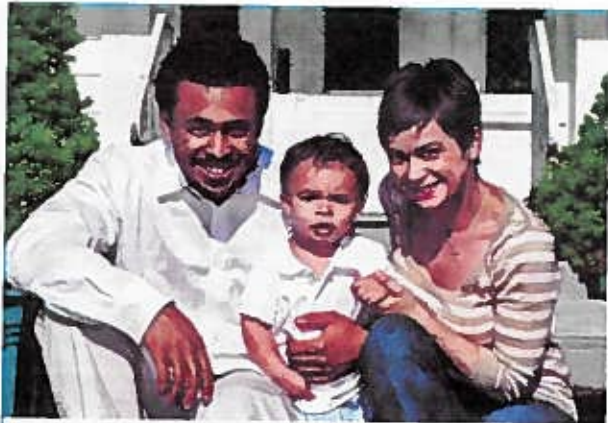
Brie Murray, a 12-year Apple Valley Road resident, said the trees buffer noise from the train and construction.

"I don't think I need to lecture you all on the environmental benefits [of retaining trees in the area]," Murray said.

Owens acknowledged that access to quality childcare "is a huge need in our state" and commended Kiddie Academy but ultimately could not vote in favor of the development.

The Peachtree overlay district was the culmination of public hearings and community input. Council Member John Funny said adding several variances to the property detracts from the special character area and overlay.

"I commend you for offering childcare to this community, but when you look at a lot like this ... it's a tough fit," Funny said.



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OUGH DRAFT NEWS

SEPTEMBER 2025 | 9

PRODUCED BY THE CITY OF BROOKHAVEN

It's open!



City of Brookhaven officials and community members debut the new City Centre on Aug. 9 with a grand-opening day of fun-filled activities.

The City of Brookhaven has unveiled its highly anticipated City Centre. The state-of-the-art, multi-use facility anchors downtown Brookhaven and is located at 4001 Peachtree Road N.E. at the corner of North Druid Hills Road and Peachtree.

The largest capital investment in Brookhaven's history, City Centre represents a new era of public engagement and civic access. It serves as both a home for government business and a vibrant space where residents can come together.

"The advent of Brookhaven City Centre is a pivotal moment for us," said Mayor John Park. "We enter a new chapter of bringing unification to the community, which is a living, breathing example of our slogan, 'Better Together.'"

"Brookhaven City Centre is a reflection of Brookhaven's energy, diversity, and dedication to inclusive progress. City Centre will serve as a vibrant stage for civic life and community connection for generations to come," said Mayor Pro Tempore and District 4 Councilmember John Funny.

"Through public engagement, Brookhaven residents asked for a space that could be used to bring together families, friends, and neighbors for a variety of community events, and I am thrilled it is right here in the heart of Brookhaven," said District 3 Councilmember Madeleine Simmons.

- Continued on page 3 -



Lobby view from the second floor. Photo credit David and Jess Photography.

Letter from the Mayor

Happy Fall Brookhaven!

On Aug. 9, something truly special happened in Brookhaven - we cut the ribbon on the new City Centre.

The grand-opening event, which you can read about in this newsletter, was an example of what Brookhaven aspires to be with the City Centre - a place where the community can come together.

The state-of-the-art, sustainably built building is not just accessible with its location at Peachtree and North Druid Hills roads next to the MARTA station, but it's also accessible in spirit with 60 percent of the building intended for public use with event spaces, meeting rooms, rooftop garden and future coffee shop.

Also in the spirit of coming together, our International Festival returns for a third year in October in a new location at Lenox Park. You can find more details in this newsletter.

Please stay tuned to City news by following the City's Facebook, Instagram and X pages and by signing up for The Brookhaven Blast weekly email at www.BrookhavenGA.gov/Communications.

You can always contact me at John.Park@BrookhavenGA.gov with any questions or concerns.



**John Park
Mayor**
John.Park@BrookhavenGA.gov



Brookhaven City Council Meetings

The Brookhaven City Council generally meets the second and fourth Tuesday of each month at 4:30 and 6:30 p.m. at 4362 Peachtree Road. Visit www.BrookhavenGA.gov/Calendar for schedule changes.

To access meetings and videos, go to the Meetings & Agendas tab near the bottom of the homepage.

Brookhaven Vision and Mission

Vision

Brookhaven will be nationally recognized as a beautiful community where multiple generations can live in safety, flourish in business and succeed in a historic, sustainable environment with exceptional education and transportation options.

Mission

In support of the Brookhaven vision, the City government shall: encourage and maintain a beautiful community, meet public safety needs, develop an environment for business success, promote sustainable projects and activities, identify and preserve historic and neighborhood resources, facilitate educational opportunities, and improve transportation conditions, connectivity, and options while listening to and communicating with the public.



PRODUCED BY THE CITY OF BROOKHAVEN



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**John Funny, Mayor Pro Tem
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Fall 2021

Brookhaven debuts state-of-the-art City Centre

Continued from page 1 -

Approximately 60 percent of the 58,250-square-foot building is dedicated to public use, including community gathering spaces, an open-air rooftop garden, a multi-purpose event hall, catering kitchen, coffee shop, meeting rooms, gift shop, and an outdoor green space. The remaining 40 percent houses administrative offices for City operations.

"City Centre is a welcoming space where community spirit will thrive. I'm looking forward to seeing it become a regular part of our daily lives, from small meetings to citywide celebrations," said District 2 Councilmember Jennifer Owens.

Its Aug. 9 grand opening showcased its special event capabilities with building tours, live entertainment, tasting experiences, kid-friendly activities, and a concert starring Jupiter Coyote.

Upcoming programming will feature everything from local art and culture showcases to educational workshops and live performances. Scheduled events include Taste Brookhaven on Oct. 2, celebrating the City's culinary scene.

Brookhaven City Centre is the first municipal building in Georgia constructed primarily using mass timber, a renewable material. Clean air systems, natural light, and energy-efficient features enable a healthier experience for visitors.

"The use of mass timber is a powerful symbol of Brookhaven's commitment to building a sustainable future," said District 1 Councilmember Michael Diaz. "I'm proud that our new civic building embodies both thoughtful planning and forward-looking environmental innovation."

Built by McCarthy + Barnsley and designed by Sizemore Group, Brookhaven City Centre is more than just the City's first purpose-built government facility—it is a symbol of Brookhaven's next chapter as a connected, inclusive, and forward-thinking community.

"Brookhaven City Centre was architecturally designed to celebrate diversity and honor the City's commitment to the community," said Bill de St. Aubin, AIA, CEO Sizemore Group.

Justis Brogan, Senior Vice President and Atlanta Business Unit Leader at McCarthy Building Companies, noted, "The finished product is the result of thoughtful contribution made by the construction and design teams, trade partners, MARTA and input from the community during the planning process."



Face painting fun on the North Plaza during the grand-opening event.



A view of the Brookhaven City Centre from across Peachtree Road.



A Zumba class takes place on the North Plaza during the City Centre opening.



PAINT THE DOME

SATURDAY, SEPTEMBER 6
11AM TO 2PM
BROOKHAVEN CITY CENTRE
4001 Peachtree Rd NE

all ages & skills art contest
free art supplies while they last!

all 2025

PRODUCED BY THE CITY OF BROOKHAVEN

Around Town



Parks and Recreation Director Michael King (left) and District 1 Councilmember Michael Diaz (second from right) pictured at the joint Brookhaven-Dunwoody-Sandy Springs Juneteenth Celebration.



Mayor John Park delivers his 2025 State of the City address at a Brookhaven Chamber of Commerce luncheon in June.



Mayor Pro Tem and District 4 Councilmember John Funny (left) pictured at his June Town Hall with members of his new Youth Advisory Council and Mayor John Park (right).



District 2 Councilmember Jennifer Owens pictured at the Caldwell sidewalk infill project which increases the connectivity from Ashford Park to Dresden Drive and features an elevated wood plank bridge along Caldwell Road.



The Brookhaven Police Department was joined by City Councilmembers Michael Diaz and John Funny for its annual National Night Out, held at Briarwood Recreation Center with the theme 'Back to School Bash.'



District 3 Councilmember Madeleine Simmons (second from right), along with City Clerks Sandra Bryant and Loretta Watts, participates in the Brookhaven Police Department's Hot Pursuit 5K supporting Shop With a Badge.

PRODUCED BY THE CITY OF BROOKHAVEN

Fall 202

Celebration of Cultures

Brookhaven International Festival returns Oct. 18-19 in new location

International sensations Proyecto Uno and Third World with special guest Kumar Fyah are the concert headliners for Brookhaven's 3rd annual International Festival, taking place Saturday, Oct. 18, and Sunday, Oct. 19, 11 a.m.-6 p.m., at Lenox Park, 1277 Lenox Park Blvd., the event's new location.

Headlining on Saturday, Oct. 18, Proyecto Uno, founded in New York by Nelson Zapata in 1989, is a Dominican-American award-winning group that blends merengue with dance, house, hip-hop, R&B, and tropical music. Their debut album *Todo El Mundo* in 1991 gained popularity with hits like "Brinca," establishing their popularity in the U.S. and Latin America. *In Da House* earned Platinum status and the group received numerous awards, including Billboard and Emmy recognition. *Pura Gozadera* reaffirmed their popularity achieving Double Platinum, Triple Platinum, and Gold records throughout Latin America and Spain.

Celebrating 51 years, "Reggae Ambassadors" Third World is one of the longest-lived reggae bands of all time, and one of Jamaica's most consistently popular crossover acts among international audiences. Mixing in elements of R&B, funk, pop, rock, and, later on, dancehall and rap, Third World's style has been described as "reggae-fusion." With nine Grammy nominations and a catalogue of charted mash hits (including "Now That We Found Love," "96 Degrees in the Shade," and "Try Jah Love") spanning over four decades, Third World's hit songs have reached top 40 on the Billboard charts in the U.S., U.K., Europe, and Japan, and received a platinum award in Japan. In 1986, Third World received the United Nations Peace Medal for their contribution of music and their lyrical prose. Third World, headlining on Sunday, Oct. 19, will feature special guest Kumar Fyah.

In 2023, the inaugural festival was the City's first major event along the Buford Highway Cultural Corridor. The Brookhaven International Festival will again feature a variety of live cultural performances and music, art installations, international cuisine, a Kidz Zone, and global marketplace. Free parking will be available, and attendees are encouraged to bring water, chairs or blankets, sunscreen, and bug spray. A 5K walk/run benefiting We Love Buford Highway will take place Sunday, Oct. 19, at the Peachtree Creek Greenway, 1793 Briarwood Road.

"I invite everyone to come out for our third year and celebrate the many cultures that call Brookhaven home," said Mayor Pro-Tem and District 4 Councilmember John Funny. "We have a beautiful new location with Lenox Park – a perfect place for residents and visitors to enjoy an amazing weekend."



For the third year, a 5K benefiting We Love Buford Highway will kick off Sunday's festival festivities. The 5K will again take place along the Peachtree Creek Greenway. We Love Buford Highway is a 501(C)(3) non-profit whose mission is preserving the multicultural identity of the Buford Highway corridor.

"Now in its third year, we are profoundly honored and deeply grateful for the City of Brookhaven's continued partnership and trust in us," said Lily Pabian, Executive Director of We Love Buford Highway. "By naming us the beneficiary of this 5K, the City is not only celebrating the unique spirit of Buford Highway but also investing directly in our youth orchestra program, which nurtures the next generation through music and opportunity. Preserving this place takes vision, coalitions, and celebrations; this weekend is a shining example of what's possible when a city leads with heart."

The 5K is a qualifier for the AJC Peachtree Road Race and is a US-ATF-certified course. It takes place along the Peachtree Creek Greenway and adjacent parking lots, making it safe for runners and walkers of all ages and abilities. For 5K registration and festival updates, visit www.BrookhavenGA.gov/intl-fest. Follow the City of Brookhaven on social media at @BrookhavenGAgov and @CiudadDeBrookhaven.

Brookhaven International Festival & 5K

Saturday-Sunday, Oct. 18-19
Lenox Park, 1277 Lenox Park Blvd.
5K @ Peachtree Creek Greenway
www.BrookhavenGA.gov/intl-fest
@BrookhavenGAgov
@CiudadDeBrookhaven



Brookhaven reduces speed limits on main thoroughfares

Brookhaven commuters should ease off the gas pedals on several main thoroughfares.

In June, Mayor John Park took down the last 35 MPH speed limit sign on Dresden Drive and replaced it with a 25 MPH sign.

Other roads also have reduced speed limits:

- Ashford Dunwoody Road and Johnson Ferry Road, from 40 MPH to 35 MPH, and

- Harts Mill Road from 35 MPH to 30 MPH

"The Dresden Drive Corridor in District 2 is a very tight and dense live-work-play community, and cars and pedestrians are very close together. I'm glad we could address the residents' concerns for a little slower and safer route through this area," said District 2 Councilmember Jennifer Owens.

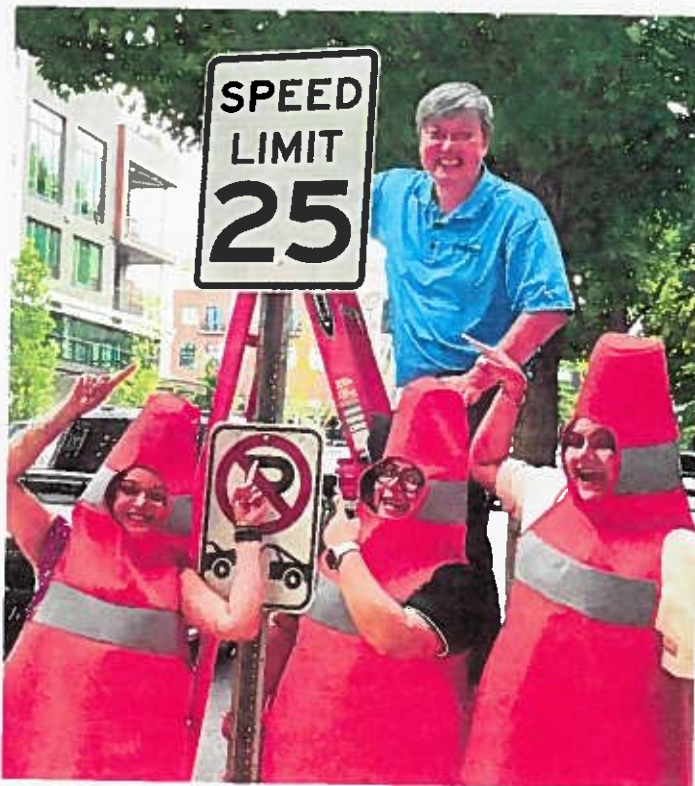
In May 2024, Brookhaven established the Dresden District, a corridor entertainment district in which one can purchase an alcoholic beverage from a participating restaurant or bar and walk within the open spaces in that area.

The changes in the speed limits are in response to resident concerns of excessive speeds on Brookhaven roads.

In Dec. 2024, the Brookhaven City Council approved the proposal to lower speed limits on four major City roads. Official approval for the change was received in June 2025 from the Georgia Department of Public Safety.

"This is an important step toward our ultimate goal of making streets safer for drivers, pedestrians, cyclists, and residents along these corridors," said District 1 Councilmember Michael Diaz, in whose district the remaining speed limit changes were implemented. "Residents in my district have made it clear that this is a top quality-of-life priority."

Additional signage and flashers have also been installed on Caldwell Road near Ashford Park Elementary School.



Mayor John Park (top), along with Brookhaven's Cone Crew, finishes installing the last new speed limit sign on Dresden Drive.

Brookhaven adopts master plan for LaVista Park

The Brookhaven City Council adopted the LaVista Park Master Plan during its July 22 meeting following community input opportunities.

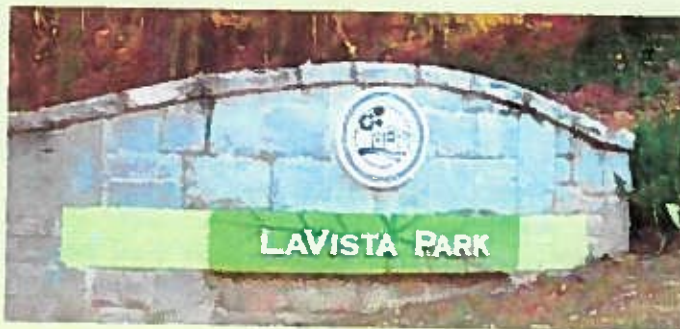
Brookhaven's consultant, Cooper Carry, held three community engagement sessions with the LaVista neighborhood to get feedback on their experiences and ideas for improvements. Engagement sessions involved community meetings, as well as interactive exercises at the LaVista Park Neighborhood Association Fall Festival, where the community defined their top priorities and elements for the plan.

The master plan will accentuate the natural qualities of the 3.5-acre neighborhood park. The community's visions were addressed with minimal disturbance to the natural character of the park. Focus areas of the plan include circulation, stormwater, amenities, and landscape.

"Our goal is to create something that serves the neighborhood and improves the experience," said Mayor Pro Tempore and District 4 Councilmember John Funny. "This plan identifies improvements throughout LaVista Park while preserving its natural beauty and neighborhood charm."

Improvements identified in the Master Plan include:

- Increased circulation and connectivity throughout the park with additional trails



- A new play area for children ages 5-12
- ADA accessible treehouse and overlook
- Corner plaza
- Stormwater improvements

"The improvements reflect what we heard from the community and show what we can accomplish when we work together, because in Brookhaven we are #BetterTogether," said Parks and Recreation Director Michael King.

Visit www.BrookhavenGA.gov/media/46166 to view the plan.

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To: Eric Johnson
Fr: Keith Pepper
Date: November 12, 2025
Re: Proposed Rough Draft Norcross newspaper

Eric,

I enjoyed our conversation and look forward to exploring how we can work together to launch a community newspaper for Norcross. Below is an outline of my proposed action plan and a general timeline.

As discussed, there would be no “formal” agreement beyond a one-year contract to distribute your newsletter in the proposed Tucker newspaper as an insert and a one-year ad buy of at least a half-page monthly. The price for that is \$2,700 / month.

You can upgrade to a full-page ad each month for an additional \$1,300 per month.

My suggestion would be to use Walton Press and move to a newsprint model that is easier to insert and less expensive to print.

Rough Draft Atlanta will print and mail ~4,000 copies of Rough Draft Norcross into homes in Norcross. Another 500 will be printed for distribution at key locations, including libraries, City Hall, and other relevant sites.

Additionally, we will introduce a Norcross section to our website and launch a weekly newsletter.

A proposed timeline follows:

Estimated Date	Action Item	Notes
November 2025	The Norcross City Council and City Manager agree to this plan	
January / February 2026	Announce the launch of the paper and create a Norcross Section RoughDraftAtlanta.com	
February 2026	Agree on mail routes for distribution. Identify 5 businesses in Norcross to be distribution points.	
April 2026	First Issue	



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: November 17, 2025 Policy Work Session (PWS)

Item No.: 25-7365

Title: Monthly report on Requests and Inquiries - October PWS

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.