

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, February 15, 2016

6:30 PM

2nd Floor Conference Room

Policy Work Session

Mayor Bucky Johnson

Mayor Pro Tem Craig Newton

Council Member David McLeroy

Council Member Andrew Hixson

Council Member Josh Bare

Council Member Pierre Levy

ROLL CALL**Citizen Input****General Updates****Board Appointments**

Mayor and Council are asked to consider and approve appointments and re-appointments to the following board, authority or commission:

*Tree Board
Planning and Zoning
Norcross Public Arts Commission
Norcross Downtown Development Authority*

Council - General Discussion

PH. [16-4329](#) **SUP2016-0001, Church in O-I Office - Institutional Zoning District**

Attachments: [Staff Report SUP2016-0001 2-3-2016](#)

Request by Pastor Carlos Hernan Mina Solas for a Special Use Permit to allow the use of the subject property as a church facility. This action was approved by the Planning & Zoning Board on 2/3/2016.

PH. [15-4268](#) **Text Amendment for M-1 Light Industry District**

Attachments: [Amended M-1](#)

*Amendment to Chapter 115, SEC 115-86 M1-Light Industry District
To allow for the development of Auto Service Facilities within the district. The amendment requires that the proposed facility be for the mechanical service of vehicles and prohibits any type of auto body work, repair or painting.*

PH. [16-4339](#) **Camelot Education Facility**

Attachments: [Memo - Camelot Education Facility](#)
[TDS-Handout](#)

To allow for the operation of a Camelot Education Facility at 3159 Campus Drive, Norcross, GA. The facility requires Mayor & Council approval to operate within the ODW zoning district per Sec. 115-88 (b) (6) Other uses determined by the City Council to be similar and compatible with the permitted uses listed in this section.

1. [16-4334](#) **Request to Purchase ReImagine Sculptures**

Attachments: [NPAC ReImagine Sculpture Purchase](#)

The term of the agreement for the five temporary ReImagine sculptures expires in April 2016. NPAC has submitted a proposal to Mayor and Council for review which recommends the purchase of four of the five pieces.

2. [16-4322](#) **Discovery Garden Park Sponsorship Brochure**
Attachments: [Sponsor brochure](#)
The Discovery Garden Park board would like to engage in fundraising activities, and are seeking the approval of council to utilize the attached brochure as a tool to present to local companies and organizations.
3. [16-4337](#) **Discuss Installation of Three-way Stop Signs at Intersections in Sheffield Forest**
Attachments: [Official Minutes to Install Stop Signs](#)
[Official Minutes to Removal of Stop Signs](#)
At February's council meeting, staff was directed to initiate the process to possibly install signs in Sheffield Forest.
4. [16-4338](#) **Request approval for survey of Church property to extend Johnson-Dean Trail**
Attachments: [Church property survey](#)
The vestry of Christ Church Episcopal has agreed to discuss sale of the property behind the church so the city can extend the nature trail to HBR. A survey is required to define the exact southern border of the proposed sale.
5. [16-4281](#) **2016 Summer Concert Table Sales**
Attachments: [Memo - Summer Concert Series 2016](#)
The Department of Public Works, Utilities & Parks is seeking guidance from Mayor and Council on the sale of tables for the Summer Concert Series.
6. [16-4323](#) **Resolution to Approve Subrecipient Agreement with Gwinnett County for CDBG FY 2016 Award**
Attachments: [CDBG Resolution FY2016 accept funds](#)
[FY2016CDBG subrecipient agreement](#)
The Gwinnett County Community Development Department requires the City Council to pass a resolution to authorize the Mayor to sign the Sub-recipient Agreement for the FY2016 award to Norcross.
7. [16-4302](#) **Public Works Capital Items Request (Electric Fund)**
Attachments: [Capital Request - Mini Excavator](#)
[Mini Excavator Photo](#)
The Department of Public Works, Utilities & Parks is seeking approval to purchase a Kubota KX040 Mini-Excavator.

8. [16-4303](#) **Public Works Capital Items Request (Stormwater Fund)**

Attachments: [Capital Request - Vac Trailer](#)
[JetVac Photo & Description](#)

The Department of Public Works, Utilities & Parks is seeking Council approval to purchase Jet-Vac Combo Trailer

9. [16-4297](#) **Public Works Capital Items Request (General Fund)
Purchase of Dump Truck**

Attachments: [Capital Request - Dump Truck](#)
[Dump Truck Photo](#)

The Public Works Division is seeking Council approval to purchase a Dump Truck. The vehicle will serve as a replacement for a 1991 year model with over 100,000 miles on it. The existing truck's ongoing maintenance costs exceed it's value.

10. [16-4340](#) **Public Works Capital Items Request (General Fund)
Striping Projects**

Attachments: [Striping Projects with Photos](#)

Striping of City-owned parking lots –these spaces will provide parking for Norcross visitors that will enable them to be closer to our major parks and downtown area during large City events such as July 4th, Summer Concert Series and ArtSplash.

11. [16-4331](#) **College Street Parking**

Attachments: [Memo - College Street](#)

The Police Department has identified a safety hazard concerning the flow of traffic on College Street between Holcomb Bridge Rd and Jones St. Parking on both sides of the street is currently permitted, however when cars are parked on both sides, there is insufficient room for 2-way flow of traffic.

12. [16-4304](#) **Zoning & Redevelopment 2016**

- Detailed review of the current ordinance to determine where there are disconnects
- List of needed text amendments to address those issues
- Review each zoning district to determine if it is needed and what changes need to be considered to enhance redevelopment opportunities in the RAOD and the PIB/HBR Overlays
- Incorporate green infrastructure into our code with new incentives to provide this type of infrastructure
- Incorporate complete streets into our codes in areas where they can be accommodated.

13. [16-4306](#) **Beaver Ruin Creek Greenway**

Attachments: [Greenway Concept Plans](#)

The Master Plan will be ready for adoption in February. We will then begin the search for funding options. The first phase construction will begin in late 2016 if all goes well. The first phase will be dedicated to the development of a storm water facility in a park form to handle development from the T.A.D

14. [16-4336](#)**Skin Alley Compactor Enclosure**

Attachments: [Memo - Compactor Enclosure](#)
[Proposed Floor Plan Layout](#)

The Department of Public Works, Utilities & Parks is seeking approval to move forward with the Skin Alley Compactor Enclosure project.

15. [16-4335](#)**Discovery Garden Park Bid Proposals**

Attachments: [Memo -DGP CM Request](#)
[Memo - DGP Bid and Proposal Summary](#)
[DGP Bid and Proposal Summary with Alternates](#)

Sean Murphy from B+C Studios will present probable cost estimates along with options for the Discovery Park Garden project.

16. [16-4315](#)**Annexation**

It is requested to begin mapping and complete preliminary work to extend City of Norcross boundaries. This extension incorporates commercial properties only. The goal is to encompass contiguous business areas; expand employment; further enhance Norcross development and provide a dedicated Code Enforcement presence - which would improve the vacancy rate within this area.

17. [15-4263](#)**National Citizen Survey**

Attachments: [National Citizen Survey Reference](#)

Mayor and Council will continue to discuss implementation of a citizen survey and funding options.

18. [15-4215](#)**Special Needs Certified**

Attachments: [Our Story](#) [Special Needs Certified](#)

The City desires to become Special Needs Certified. Mayor and Council will discuss implementation and funding options.

19. [16-4292](#)**Discussion on Historic Preservation**

Attachments: [Proposed HPD map](#)

Historic preservation of a limited area of our down town that is vital to protect the look and historic flavor of our city going forward. This will require a survey of the individual historic structures, several open meetings and a selection of an Historic Preservation Board. Also to be considered for protection would be the Historic Cemetery.

20. [16-4333](#) **Amend IGA with DDA to Include Excess Land from Library Site located at 5735 Buford Hwy**

Attachments: [Property to add to the DDA IGA](#)

Amend the IGA with the DDA to include the part of the 5735 Buford Hwy property that isn't used by the library. Council should set aside the area the library needs for their 22,000 sq foot building and parking underneath in a two story deck and then allocate the rest of the lot to the DDA.

21. [16-4305](#) **Webb Park Library and Deck**

Attachments: [Memo - Library & Parking Deck](#)
[Parking Deck Concept & Library Plans](#)
[Concept Drawing](#)

Discussion about the parking deck construction on Buford Highway and the library and parking underneath it. Review proposed costs for the parking structure. Talk about only building a two story deck underneath the library for now.

22. [16-4288](#) **Discuss Public Plaza between Buford Highway and Lillian Webb Park**

Attachments: [LCI pages](#)
[Renderings](#)

In the initial drawings from Gwinnett for the new library there is a plaza shown adjacent to it that would connect Buford Highway to Lillian Webb Park. This was discussed in the 2011 LCI study but I would like for us to have some discussion as to the best place for this plaza and what the council's direction is on including it.

Adjourn to Executive Session for Personnel, Real Estate or Legal

Signed by: _____ **Mayor Bucky Johnson**

Attest: _____ **Monique Lang, City Clerk**



Legislation Details (With Text)

File #: 16-4329 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 1/27/2016 **In control:** Policy Work Session

On agenda: 2/15/2016 **Final action:**

Title: SUP2016-0001, Church in O-I Office - Institutional Zoning District

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Staff Report SUP2016-0001 2-3-2016](#)

Date	Ver.	Action By	Action	Result
2/3/2016	1	Planning and Zoning	Approved with the following conditions:	Pass

Title
SUP2016-0001, Church in O-I Office - Institutional Zoning District

Drafter
Jon Davis



SUP2016-0001

Action	Special Use Permit for operation of a church in An O&I, Office and Institutional Zoning District
Property Location	6855 Jimmy Carter Blvd., Suite 2150 Norcross, GA 30071
Petitioner	City of Norcross DDA 65 Lawrenceville St.
Petitioner's Request	SUP to allow the use of the property as a Church

Vicinity Map



The subject parcel is located at 6855 Jimmy Carter Blvd., Norcross, GA 30071 and is a property within suite 2150 in the office building located in that portion of the Viridian Office Park. The area to the south of the site is also part of the Viridian property. To the north of the site is the new commercial which has been developed in the remaining part of the Viriden complex.

Analysis

The suite in question is +/- 6063 sf area. Which will be subdivided into a +/- 2997 sf main assembly area and the balance of the suite will be offices and classrooms for the Church.

The architectural drawings provided for the facility do not indicate fixed seating in the main assembly area. The Norcross City Code requires that all places of assembly without fixed seating must provide one parking space for each 25 sf of floor area in the main assembly space. For this property the parking requirement will be 120 spaces. This should not be an issue since the church service hours are from 1030-1230 on Sunday morning and from 7-9 on Sunday night. There is one service on Thursday from 7-9pm.

The balance of the property is currently traditional office use. The addition of the Church to this property would constitute a mixed use condition where the peak parking loads for the main uses will not conflict with the Church use.

Staff Recommendation

Staff recommends that this application for a Special Use Permit be allowed with the following conditions:

- 1- The Special Use Permit will only be for the operation of a church by Pastor Carlos Hernan Mina Salas.
- 2- The Special Use Permit will be active only for the term of the lease on the property at 6855 Jimmy Carter Blvd, Suite 2150, Norcross, GA 30071. Once the initial lease term is completed a new permit will be required.
- 3- All proposed changes to the interior of the Suite will be properly permitted through the City of Norcross.
- 4- The service hours of the Church will be restricted to those requested by the Applicant. Any change in hours must be approved in writing by the property Owner and The Department of Community Development. These are:
Sunday 1030-1230 and 7-9pm
Thursday 7-9pm



Legislation Details (With Text)

File #: 15-4268 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 12/28/2015 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Text Amendment for M-1 Light Industry District

Sponsors:

Indexes:

Code sections:

Attachments: 1. Amended M-1

Date	Ver.	Action By	Action	Result
2/3/2016	1	Planning and Zoning	Approved with the following conditions:	Fail

Title
Text Amendment for M-1 Light Industry District

Drafter
Jon Davis

Proposed Text Amendment to the M-1 Light Industry District to allow the development of auto service facilities. The text in red is the proposed amendment to the ordinance.

Sec. 115-86. - M1, Light industry district.

- (a) 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.
- (b) Within the M1, Light industry district, the following uses are permitted:
 - (1) Auto Service if they meet the following requirements:
 - a. No outdoor storage of vehicles
 - b. All work on vehicles to be completed inside the structure
 - c. The sides and rear of the business will be screened from view of surrounding properties with an opaque 8' fence.
 - (2) Baking plants.
 - (3) Building material or other outdoor storage yards, other than junkyards, if they meet the following requirements:
 - a. Not be located within a required front yard;
 - b. Set back at least 25 feet from any side or rear property lines and shall be screened by a solid fence at least six feet high set back a similar distance from any side or rear property lines, appropriately landscaped and maintained; and
 - c. If an outdoor storage yard is established in connection with a permitted building, it shall meet the above requirements.
 - (4) Businesses that serve industries or their employees.
 - (5) Cold storage plants.
 - (6) Farm equipment, mobile home, recreational vehicles and equipment, sales and service.
 - (7) Billboard signs.
 - (8) Soft drink bottling and distributing plants.
 - (9) Truck terminals.
 - (10) Wholesaling and warehousing with offices, accessory retail sales are permitted, but shall not exceed 20 percent of gross floor area.
 - (11) Miniwarehouses, provided the storage of flammable and/or hazardous materials is prohibited.
 - (12) Similar industries that meet the standards of this zoning district.
 - (13) Telephone marketing (telemarketing) enterprises.
 - (14) Open air markets and outdoor flea markets.
 - (15) Bus terminals.
 - (16) Trade/vocational school.
 - (17) Recreational facility/training center, indoor (gymnastic schools, baseball academies, etc.).

(18) Professional office.

- (c) Within the M1, Light industry district, the following uses are permitted subject to the approval of a special use permit:
- (1) Churches or other places of worship, provided that a special use permit is obtained if the church or other place of worship is located in an established business park or industrial park.
 - (2) Temporary shelters, provided that:
 - a. No temporary shelter use shall be located, established, maintained or operated on any lot that has a property line within 1,000 feet of the property line of any other lot on which any other temporary transitional housing establishment is located, established, maintained or operated.
 - b. The applicant for such development is granted a special use permit by the governing authority only after receiving recommendation from the Community Development Department Director and the Planning and Zoning Board after a public hearing.
 - c. The shelter site should have ready access to a major street or state highway, serviced by public transportation; and proximity to local commercial districts.
 - d. The applicant for such a development shall provide to the Community Development Department a business plan outlining the mission of the institution and its proposed clientele, uses, services, a statement of financial stability, and a statement of other similar shelters the applicant has established.
 - e. All temporary shelters shall comply with chapter 111, pertaining to temporary shelters.
 - f. Issuance of special use permits for temporary shelters shall be granted to the owner of the shelter at the time of application. Should the ownership of the shelter change, the special use permit shall be deemed expired and a new special use permit must be requested.
- (d) Within the M1, Light industrial district the following uses may be permitted provided the applicant for such development is granted a special use permit by the governing authority after receiving recommendation from the Community Development Department head and the Planning and Zoning Board and after a public hearing.
- (1) Telecommunications antenna.
 - (2) Telecommunication tower.

(Code 1979, § 8-4-51; Code 1998, § 106-87; Ord. No. 13-96, 5-6-1996; Ord. No. 16-96, 8-5-1996; Ord. No. 21-96, 10-7-1996; Ord. No. 22-96, 12-2-1996; Ord. No. 14-2000, § 106-87, 11-6-2000; Ord. No. 06-2002, § 106-87, 3-4-2002; Ord. No. 11-2004, § 106-87, 8-2-2004; Ord. No. 11-2007, § 106-87, 4-1-2007; Ord. No. 07-2912, 2-6-2012; Ord. No. 17-2012, 6-4-2012; Ord. No. 04-2013, § 1, 3-4-2013)



Legislation Details (With Text)

File #: 16-4339 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 2/9/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Camelot Education Facility

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Camelot Education Facility](#), 2. [TDS-Handout](#)

Date	Ver.	Action By	Action	Result
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Title
Camelot Education Facility

Drafter
Jon Davis



Memo

To: Mayor & Council
From: Jon M. Davis, RLA, LEED AP
cc: Rudolph Smith
Date: February 9, 2016
Re: Camelot Education Facility

The Department of Community Development & Planning was requested by Optima Properties, who owns the subject building, to allow the placing of an education facility into an area which is zoned ODW (Office Distribution/Warehouse) along Campus Drive between Repls Miller Rd. and Peachtree Industrial Blvd. The site in question is a building at 3159 Campus Drive shown on the location map below.



The building was built in 1984 and has a total of +/-32,000 sf. and was previously the site of the New Life Academy Charter School which left in June of 2014. The other use in the building is the Boswell Academy which is a Georgia Pre-K school. The buildings to the south of the site are occupied by Brenau University.

Camelot Proposal

Camelot Education is a private school operator who provides programs for special needs children. Their business model is to contract with local school districts to provide therapeutic education opportunities for students who are mainstreamed in the public school but require additional help to achieve their fullest potential. The students they work with have:

- Autism Spectrum Disorders
- Specific Learning Disabilities
- Developmental Delays
- Intellectual Disabilities
- Multiple Disabilities
- Emotional Impairments

Unlike most private schools the students in the Camelot program are bussed in by the school districts that contract for the services. This eliminates the traffic issues that sometime arise with parents dropping off and picking up their students.

Attached to this memo is a description of the Camelot program and how they conduct their operations.

Staff Request

The property along Camelot was previously approved as a charter school and the adjacent uses are educational (Brenau) as well. The ODW zoning under Sec.115-88, B (6) allows for the City Council to approve "Other uses determined by the City Council to be similar and compatible with the permitted uses listed in this section".

The Staff is requesting the Mayor & Council approve the use due to:

- 1- The Camelot operation, while a private business, is operating as a service provider to the Gwinnett County School System
- 2- The property was previously approved as a charter school site.
- 3- The uses adjacent to the site are private schools related and include Brenau University and day care centers
- 4- The traffic generated by this type of school use will be minimal as compared to a normal private school use as all the students will be bussed in and out by the school district.
- 5- Camelot is requesting +/-13,000 sf for their use in this property.



Your Future Starts Here

Creating Opportunity for Exceptional Students



Camelot Education Therapeutic Day Schools

Accredited by:



Middle States Association of Colleges and Schools
Commissions on Elementary and Secondary Schools

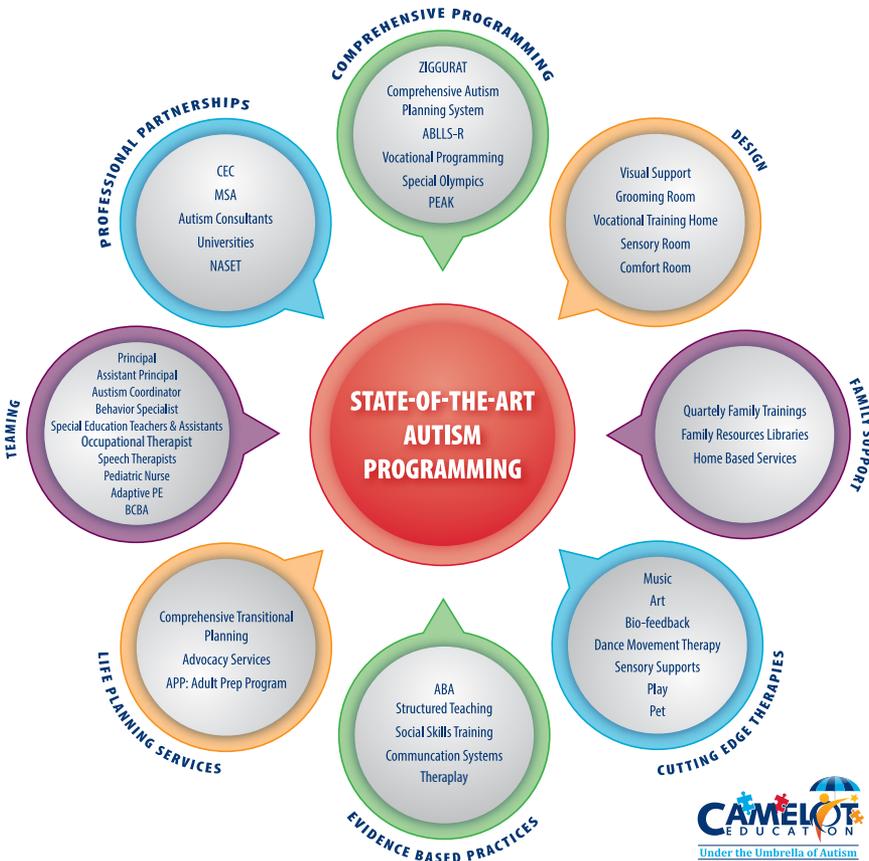
At Camelot Education, we believe that every child has the ability to learn, to grow and to master life skills.

But not every child can thrive in a conventional classroom. Camelot reaches out to help students succeed in the classroom and beyond.

Our students come to us with:

- Autism Spectrum Disorders
- Specific Learning Disabilities
- Developmental Delays
- Intellectual Disabilities
- Multiple Disabilities
- Emotional Disabilities
- Other Health Impairments

We give our students the tools to lead their lives to their utmost abilities. We offer State of the Art Programming:



Camelot Education – Creating Opportunities for Exceptional Students

For over 40 years, Camelot Education has been working with public school districts to meet the needs of exceptional students from grades Pre-K through 12th and their families.

Since each child is unique, learning is not designed for a classroom of students but instead tailored to each child.

Students receive individualized attention, including a curriculum based on the student's cognitive ability, learning style and interests. Small classes with one certified teacher and one assistant also guarantee that your child will receive personalized instruction.

This low student-to-teacher ratio enables our staff to teach in the style most appropriate for your child. Every student is also assigned a therapist and is seen on a regular basis for both individual and family therapy. Therapist offices are strategically positioned near classrooms and throughout each of our schools.

Camelot strives to provide students with life skills that will aid them well beyond the classroom. We are able to prepare appropriate students to return to their host district or meet state graduation requirements in addition to providing the necessary skills to enroll in a post-secondary institution, professional certification program, trade school and/or obtain gainful employment.

THE CAMELOT MODEL

The Camelot Model is based on creating a Positive Normative Culture that encourages success and emphasizes personal accountability for behavior. We foster leadership by encouraging positive decision making, community responsibility and coping skills.

Students are taught to use a problem-solving technique to help them think critically.

Classes are taught by state-certified teachers who undergo a rigorous training process to learn the Camelot educational model.



Our Schools

Camelot Education schools are based on a single school culture: shared norms, beliefs, values, and goals that produce consistency. We recognize the importance of family involvement, and our schools provide many opportunities for families to participate in their child's education and therapy.

We are continually enhancing our services and support to our families. We provide a **Pediatric Nurse Consultant**, who is available to all of our schools. Our Pediatric Nurse Consultant ensures that all schools have the support they need to meet health and safety mandates, as well as review referrals for students who have medical needs. The nurse is available to assist both staff members and family members.

Our **Board Certified Behavior Analyst (BCBA)** devotes efforts towards collecting, organizing and analyzing data that assists with the development of individualized programming for your child. We recognize the unique needs of differently-abled learners and build a teaching model that utilizes and supports the principles of Applied Behavior Analysis (ABA).

Family resource areas are available in each school. Parents will have access to these rooms to check out materials and use as a work space to develop visual systems for the home that are consistent with school.

Expressive Therapies: Art, Music, Play

It is the belief of the Expressive Therapy Department that the creative processes involved in the visual and performing arts are healing and life enhancing. The mission is to develop the social and emotional good health necessary to promote academic and social growth in our students. Camelot's expressive therapists work with preschool and school age children and adolescents in educational, and therapeutic settings, in consultation with teachers, administrators, families, social workers, occupational therapists, speech therapists, and paraprofessionals to plan, and provide services.

Adult Prep Programming (A.P.P.)

Camelot strives to provide students with life skills that will aid them well beyond the classroom. We help prepare 18 to 22 year olds to be successful in post-secondary opportunities. A.P.P. is designed to ensure students have a clear path ahead when they leave Camelot. A.P.P. offers:



VOCATIONAL EDUCATION

- Automotive, building trades, carpentry, electricity, plumbing, food / culinary arts, and Microsoft Office data processing curriculum

CAREER GUIDANCE

- College, professional certification programs, and trade school coordination, visits, enrollment, and financial aid applications
- Community work, job shadowing, supported employment, job and skill training

TRANSITION SUPPORT

- Prepare appropriate students to return to their host district or meet state graduation requirements

“Camelot School has been a blessing. The caring teachers and staff have turned my daughter’s life around.”

—M.L., ST. CHARLES, IL

NORTHWEST CENTER FOR AUTISM

DeKalb, Illinois

NWCA provides services and therapies for children, adolescents and young adults, ages 3 through 21. Students in the Autism/Multi-Needs Center receive additional structure, learning through Common Core adapted curriculum and structured teaching, visual supports, sensory supports, assisted technology, occupational therapy, speech therapy, life skills, vocational training, communication strategies and social skills following the Ziggurat model.

Amenities include:

- Comfort and sensory rooms
- Full-sized gym with stage
- Grooming rooms and kitchens
- Mock apartment setting with bedroom, living room and kitchen
- Adapted playground
- Use of DeKalb Park District Parks and Pool

Program Features:

- Tiered vocational training
- Special Olympics
- Adult Prep Program including 12 off-site volunteer job sites
- Adapted PE

CAMELOT TDS OF MOUNT PROSPECT

Mount Prospect, Illinois

Mount Prospect provides academic and multiple related service therapies for children, adolescents and young adults, ages 3 through 21.

Our Autism Program uses a comprehensive approach that tailors the most effective therapies and treatments to each child, including social skill training and teaming.

Camelot of Mount Prospect strives to prepare students for postschool life. Our adult prep program provides a three tiered vocational education class, community work, job shadowing and a mock apartment setting for those able to live on their own. Students have the opportunity to work in more than 10 professional environments in the community.

These experiences prepare them for the world outside of school and sharpen their social skills while they are still in our protected environment.

Program Features:

- C.A.A.E.L athletic competition
- Special Olympics
- Pet therapy
- Park district pools and facilities

CAMELOT TDS OF NAPERVILLE

Naperville, Illinois

Naperville provides services for children, adolescents and young adults, ages 3 through 21. Every student participates in academic testing that aides teachers in appropriate educational placement in order to guide student learning.

Our unique vocational education and adult prep programming offers a curriculum rich in autos, trade skills, data processing and college and career readiness classes geared towards student achievement in independent functioning. Our career guidance program provides college and trade school coordination and visits and assistance with entrance and financial aid applications.

A physical education teacher and recreational therapist teach gym classes, teambuilding and coach interscholastic sports provided by the Chicago Area Alternative Education League.

Program Features:

- Behavior consultation with Board Certified Behavior Analyst
- Social work
- Transition programming with consultation from vocational coordinator
- Substance Abuse Specialist
- Play therapy
- Music therapy
- Speech/OT/PT services
- Recreational specialist

Facilities & Amenities include:

- Self contained classrooms equipped with computers
- Gym/multi-use exercise room
- Art studio
- SMART boards
- CAEL sports

CAMELOT TDS OF HOFFMAN ESTATES

Hoffman Estates, Illinois

Hoffman Estates provides services for children, adolescents and young adults, ages 3 through 21. Our multi-needs program focuses on the development of functional life skills, with an emphasis on vocational programming. A multi-disciplinary team develops IEP goals based on data collected through informal and formal assessment results. Treatment plans are completely individualized and incorporate research-based strategies and therapies. High school students have the opportunity to participate in interscholastic sports provided through our membership in the Chicago Area Alternative Education League.

Amenities/Program Features:

- Sensory room
- Comfort room
- Kitchen
- Learning Resource Center (LRC)
- Art therapy
- Music therapy
- Pet therapy



CAMELOT TDS OF BOURBONNAIS

Bourbonnais, Illinois

The Bourbonnais campus provides academic instruction and therapy for children and adolescents ages 3 through 21 with extraordinary needs.

Our school has two centers of educational programming for children:

SED Program

The Social and Emotional Disorder (SED) program offers supportive classrooms and a positive peer culture model for students with both externalizing and internalizing behaviors. Camelot's curriculum is aligned with each student's home school district, enabling students to graduate with their peers. Our students work to understand/address their own challenges and encourage their peers through guided group interactions. The BRIDGE classrooms (Building Relationships, Independence and Development through Guidance and Education) provide an appropriate setting for high-functioning students with autism or related needs utilizing our social curriculum.

Multi-Needs Program

This program provides a low staff to student ratio for students with significant needs. Staff utilizes evidenced-based practices tailoring each student's educational experience based on their needs. Supports include: sensory integration activities/diets, Structured Teaching, ABA/Discrete Trial, PECS/ augmentative communication, Adaptive PE, vocational training, functional academics curriculum and community based learning.

Program Features:

- Daily progress monitoring for families
- Social skills curriculum
- Structured teaching
- Educational technology: computer lab, smart boards and ipads
- Occupational therapy room
- 2 Sensory integrations rooms
- Hygiene/laundry room
- Teaching kitchen
- Art therapy
- Pet therapy



“Camelot has taught my son that he has choices and has given him the ability and freedom to make them.”

— K.L., Algonquin, IL



CAMELOT TDS OF BELVIDERE *Garden Prairie, Illinois*

The Belvidere campus provides educational programs for students ages 3 through 21 with specific learning disabilities, emotional needs, other health impairments, autism and intellectual disabilities. The facility is a single story 30,000 square foot building with 11 classrooms. The large classrooms are equipped with smart boards for interactive learning. There are TV and DVD's mounted in each classroom for educational videos. The campus has a membership in CAAEL to compete with schools in both sports and academic competitions.

Program Features:

- Individualized therapy
- Vocational programming
- Art
- Music
- CAAEL
- Pet therapy
- Positive peer culture

Facilities and Amenities include:

- Full sized gym and auditorium for dining and special events
- Theatrical stage for student performances
- Library with computer lab
- Art room furnished with kilns for pottery
- Student can earn the opportunity to spend time in the bobcat lounge which features a pool table, ping pong table, foosball, etc.
- Playground equipped with basketball court, baseball diamond, soccer field and swings
- Parent resource center

CAMELOT TDS OF OAK PARK

Oak Park, Illinois

The Oak Park Campus provides academic and therapeutic services to students ages 5-21 with extraordinary needs including emotional disabilities, specific learning disabilities, and other health impairments. Camelot offers students and educational environment where a positive peer culture is embedded into daily programming. The Camelot model fosters leadership by encouraging positive decision making, community responsibility, utilization of coping skills, and self advocacy.

Amenities/Program Features:

- Self contained classrooms equipped with computers
- Gym/multi-use exercise room
- Spartan lounge
- Smart boards
- Behavior consultation with Board Certified Behavior Analyst
- Transition programming with consultation from Vocational Coordinator
- CAAEL sports
- Social work
- Speech pathology
- Occupational Therapy
- ESY program
- Recreation Specialist

Curriculum:

- Language Arts: Scott Foresman's Reading Street Common Core Curriculum
- Math: Pearson's envision Math Common Core Curriculum
- Science: Pearson's Interactive Science Curriculum
- Social Studies: Pearson's My World Social Studies
- Assessments include MAP online assessments, Basic Reading Inventory (BRI), AIMS Web
- High school courses in alignment with district requirements to ensure completion of specific graduation requirements



“Camelot hasn’t just changed my child’s life; it has changed the quality of life of our entire family.”

— D.C., Villa Park, IL



CAMELOT TDS OF THE QUAD CITIES

Moline, Illinois

The Quad Cities is the newest Therapeutic Day School for Camelot Education. It is strategically located in the western part of the state, at the crossroads of major interstates and highways, to meet the needs of students from the bi-state area. The school provides educational programs for students ages 3 through 21 with Specific Learning Disabilities, Emotional Needs, Developmental Delay, Speech and Language Impairments, Other Health Impairments, Autism, Traumatic Brain Disorders and Intellectual Disabilities.

Students are assessed with individual, dynamic computerized testing as well as individual reading assessments by a trained educator. Social/emotional needs are met through individual treatment plans and counseling coordinated through our licensed school counselor.

Amenities include:

- Single story school is designed with two entrances and wings that allow for more individual programming for students with more complex needs
- Gymnasium and stage
- Large outdoor grassy and pavement areas for play and physical education activities
- Teaching kitchen
- Mock apartment for daily living skills instruction

Program Features:

- Fully equipped occupational therapy room
- OTR/L certified therapist on staff
- Sensory and calming rooms
- Vocational room

"I was somewhat hesitant about transitioning my son to Camelot but once I met the staff and learned about the program it was a done deal."

— H.W., Moline, IL.

Therapeutic Day School Locations



NORTHWEST CENTER FOR AUTISM
509 Oak St.
DeKalb, IL 60115
(815) 787-4144



BOURBONNAIS
650 N. Convent
Bourbonnais, IL 60914
(815) 602-8200



MOUNT PROSPECT
580 Slawin Court
Mount Prospect, IL 60056
(847) 391-8035



NAPERVILLE
1220 Bond Street, Suite 136
Naperville, IL 60563
(630) 355-0200, Ext. 3525



HOFFMAN ESTATES
5135 Trillium Blvd.
Hoffman Estates, IL 60192
(224) 402-7408



BELVIDERE
7133 Garden Prairie Rd.
Garden Prairie, IL 61038
(815) 597-8760



OAK PARK
6525 W. North Ave., Suite 100
Oak Park, IL 60302
(708) 948-7787



QUAD CITIES
3601 69th Ave.
Moline, IL 61265
(309) 517-6330



CENTRAL OFFICE

Camelot Education
Building 1
7500 Rialto Blvd. Suite 260
Austin, Texas 78735
www.cameloteducation.org

Find us on:





Legislation Details (With Text)

File #: 16-4334 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 2/4/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Request to Purchase ReImagine Sculptures

Sponsors:

Indexes:

Code sections:

Attachments: 1. [NPAC Reimagine Sculpture Purchase](#)

Date	Ver.	Action By	Action	Result
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Title
Request to Purchase ReImagine Sculptures

Drafter
Cindy Flynn, NPAC Chair

February 7, 2016

NORCROSS PUBLIC ARTS COMMISSION REQUEST FOR FUNDING THE
PURCHASE OF REIMAGINE SCULPTURES.

The term of the agreement for the five temporary Reimagine sculptures expires in April 2016. NPAC is recommending purchase of four of the five pieces as follows:

Purchase Mantis (Richard Sells) for \$400. Have artist make needed minor repairs. Add contingency for repairs, relocation and identifying marker.

Purchase Predator (\$300) and The Bird (\$300) both by Richard Sells. Have artist make minor repairs. Add contingency for relocation, repairs and identifying marker.

Purchase "George" (Debbie Rhodes) for \$1200. Have artist make minor repairs. Add contingency for relocation repairs and identifying marker.

Total for art: \$2200

Total for contingencies: \$1600 (relocation, repairs and identifying markers)

Total to be requested: \$3800



Legislation Details (With Text)

File #: 16-4322 Version: 1
 Type: Agenda Item Status: Agenda Ready
 File created: 1/19/2016 In control: Retreat
 On agenda: 2/15/2016 Final action:
 Title: Discovery Garden Park Sponsorship Brochure
 Sponsors:
 Indexes:
 Code sections:
 Attachments: 1. [Sponsor brochure](#)

Date	Ver.	Action By	Action	Result
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Title
 Discovery Garden Park Sponsorship Brochure

Drafter
 Deb Harris

CORPORATE SPONSORSHIP

The DGP's corporate sponsorship program enables businesses to demonstrate corporate citizenship while achieving marketing objectives. We work closely with corporations to create sponsorship strategies tailored to meet their specific needs. Opportunities include special community events, education programs, and other programs. For more information about DGP's corporate sponsorship program, contact Deborah Harris at deb.discoverygarden@gmail.com.



The Discovery Garden Park's mission is to inspire lifelong curiosity, understanding, and appreciation of nature through organic gardening, education and demonstration, and to provide a place of beauty for Norcross residents and visitors.

CITY OF NORCROSS
DISCOVERY GARDEN PARK

Norcross Welcome Center and Museum
189 Lawrenceville Street
Norcross, GA 30071

DISCOVERY GARDEN PARK



Enriching the community through the discovery, enjoyment and celebration of the natural world that sustains us.





The City of Norcross' Discovery Garden Park ("DGP") will open its gates early summer, 2016 to over 14,000 neighbors, school children, local scout troops, and countless visitors.

The DGP is destined to be a place where all ages will get the chance to play, learn and discover the natural world around us. Whether you are interested in organically growing your own vegetables, understanding beekeeping, garden-to-table dinners, cooking lessons, or spending a morning painting or photographing garden wildlife, you will have a great time in the City of Norcross' newest public park.

Experience | Explore | Discover

SPONSORSHIP OPPORTUNITIES

Located on the grounds of the Norcross Welcome Center and Museum, the highly visible DGP will open its gates to over 14,000 residents and visitors this year! Your tax deductible contribution will bring you into association with a venue that stands for family fun as well as environmental education and conservation. Our programs have significant value and will build your corporation's image in the local community.

Rose ♦ \$10,000 level

Invitation to Grand Opening Reception

Public acknowledgement at the Reception

Name on a plaque installed in the DGP

Listing in press release to media

Special recognition in the City of Norcross Newsletter, monthly circulation approx. 18,000 (printed and on-line)

Listing in DGP's program and social media
4 tickets to a DGP class

Peony ♦ \$5,000 level

Invitation to Grand Opening Reception

Public acknowledgement at the Reception

Name on a plaque installed in the DGP

Special recognition in the City of Norcross Newsletter, monthly circulation approx. 18,000 (printed and on-line)

Listing in DGP program and social media

Tulip ♦ \$2,500 level

Invitation to Grand Opening Reception

Public acknowledgement at the Reception

Special recognition in the City of Norcross Newsletter, monthly circulation approx. 18,000 (printed and on-line)

Listing in DGP program and social media

Lily ♦ \$1,000 level

Invitation to Grand Opening Reception

Special recognition in the City of Norcross Newsletter, monthly circulation approx. 18,000 (printed and on-line)

Listing in DGP program and social media

Daisy ♦ \$500 level

Invitation to Grand Opening Reception

Special recognition in the City of Norcross Newsletter, monthly circulation approx. 18,000 (printed and on-line)

***Your generous donations and support
make a world of difference at the
Discovery Garden Park***

Thank you!





Legislation Details (With Text)

File #: 16-4337 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 2/5/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Discuss Installation of Three-way Stop Signs at Intersections in Sheffield Forest

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Official Minutes to Install Stop Signs](#), 2. [Official Minutes to Removal of Stop Signs](#)

Date	Ver.	Action By	Action	Result
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Title
 Discuss Installation of Three-way Stop Signs at Intersections in Sheffield Forest

Drafter
 Councilman McLeroy

"Administration", Article VII, "Personnel", Section 2-256. Personnel Management System and Section 2-257. Classification and Pay Plan of the Code of the City of Norcross - Community Development Department - Motion by Councilmember Barry Payne seconded by Councilmember Bruce Smith to remove from the table Ordinance 09-2004 - Addition to Chapter 2, "Administration", Article VII, "Personnel", Section 2-256. Personnel Management System and Section 2-257. Classification and Pay Plan of the Code of the City of Norcross - Community Development Department that was tabled at the July 6th, 2004 meeting until the next regularly scheduled Mayor and Council meeting. There being no additional discussion all councilmembers voted for the motion and none against, the motion to remove passed. (5 - 0)

- 11 B. Ordinance 09-2004 - Addition to Chapter 2, "Administration", Article VII, "Personnel", Section 2-256. Personnel Management System and Section 2-257. Classification and Pay Plan of the Code of the City of Norcross - Community Development Department -** Motion by Councilmember Barry Payne seconded by Councilmember Tim Hopton to table until the October 4th, 2004 Mayor and Council meeting adoption of Ordinance Number 09-2004, Addition to Chapter 2, "Administration", Article VII, "Personnel", Section 2-256. Personnel management system and Section 2-257. Classification and pay plan, of the Code of the City of Norcross. The motion to table being un-debatable Councilmembers Tim Hopton, David McLeroy, and Barry Payne voted for the motion to table and Councilmembers Josh Bare and Bruce Smith voted against, the motion to table carried. (3- 2)

Agenda Item # 12 - New Business

- 12 A. Solid Waste Contract -** Motion by Councilmember Tim Hopton seconded by Councilmember Bruce Smith to award a five year solid waste contract per proposal dated May 17th, 2004 submitted by Advanced Disposal with and effective date of September 20th, 2004 and authorization for Mayor Lillian H. Webb to execute the documentation. Mayor Webb called for discussion on the motion. There being no additional discussion all councilmembers voted for the motion to approve and none against, the motion to approve passed. (5 - 0)
- 12 B. Incentive Program for Increased Water Pressure or Volume -** Motion by Councilmember Tim Hopton seconded by Councilmember Josh Bare to approve a rebate of up to \$500.00 toward the purchase of a pump and holding system to increase residential water pressure or volume. System must be installed, inspected, and receipts for the purchase of equipment must be submitted for rebate. Mayor Webb called for discussion on the motion. There being no additional discussion all councilmembers voted for the motion to approve and none against, the motion to approve passed. (5 - 0)

12 C. Installation of All-way Stop Signs at Intersections in Sheffield Forest

(Continued on Next Page)

Subdivision - Motion by Councilmember Barry Payne seconded by Mayor Pro Tem David McLeroy to authorize the Public Works Department to erect stop signs at the following street intersections in the Sheffield Forest subdivision with enforcement of the new signs to commence 30 days after installation:

- Glochester Place @ Lancelot Drive (3-Way)
- East Glochester Place @ Winchester Lane (3-Way)
- East Glochester Place @ Camelot Way (3-Way)
- East Glochester Place @ Sheffield Road (3-Way)
- East Glochester Place @ Lancelot Drive (3-Way)
- Lancelot Drive @ North Hampton (3-Way)
- Lancelot Drive @ Thames Court (3-Way)
- Lancelot Drive @ Derbyshire Court (3-Way)
- Lancelot Drive @ Sheffield Road (4-Way)
- Lancelot Drive @ Camelot Way (3-Way)
- Lancelot Drive @ Winchester Lane (3-Way)
- Sheffield Road @ North Hampton (3-Way)

Mayor Webb called for discussion on the motion. There being no additional discussion all councilmembers voted for the motion to approve and none against, the motion to approve passed. (5 - 0)

12 D. Appointments to the Ad Hoc Committee for Barton Street and Fickling Pond Property Use Recommendations - Motion by Mayor Pro Tem David McLeroy seconded by Councilmember Barry Payne to appoint the following citizens, representing a cross section of the City, to an Ad Hoc Committee to make recommendations for the use of the Barton Street and Fickling Pond properties owned by the city:

Terry Bowie	David Curland
Pat Fadal	Keith Fenton
Sherry Johnson	Ken Jordan
Laura Moak	Jim Scarbrough

Mayor Webb called for discussion on the motion. There being no additional discussion all councilmembers voted for the motion to approve and none against, the motion to approve passed. (5 - 0)

12 E. Appointment to the Downtown Development Authority - The Downtown Development Authority is a seven member authority appointed by the Mayor and Council serving various length terms and is made up of a cross section of stakeholders. Mayor Webb noted that Mr. Mullis moved from the City of Norcross and resigned his position on the authority. Motion by Councilmember Bruce Smith seconded by Councilmember Josh Bare to appoint Robert (Bob) Pritchard to the Board of Directors of the Norcross Downtown Development Authority to complete the remainder of former member Billy Mullis's four-year term, which began on February 3rd, 2003 and expires February 2nd, 2007. The Mayor called for discussion on the motion. Councilmember Barry Payne indicated at the time he would like an executive session the following week to

(Continued on Next Page)

**City of Norcross Georgia
Mayor and Council Meeting
Agenda Request**

I. Department: Police Department
Department Head Authorization: Chief Dallas Stidd
Date Submitted: April 24, 2006
Work Session Date: April 24, 2006
Council Meeting Date: May 1, 2006
Tabled From/To: _____
Submitting Person: Dallas Stidd
Citizen Request: _____

II. Item of Business: Consent Agenda

(The wording as presented will be the exact wording to be entered into the records of the City of Norcross, Georgia unless officially amended at the time of presentation)

Motion to approve the removal of Stop Signs in Sheffield Forest as per attached drawing.

(The City Clerk or Governing Authority introducing and presenting the following request certifies that to the best of the City's knowledge that it is not in conflict with City State or Federal codes)

Foregoing motion by _____ Seconded by _____ Vote: ___ Ayes ___ Nays
 Amended motion by _____ Seconded by _____ Vote: ___ Ayes ___ Nays

III. Staff Recommendation:

IV. Financial Action Required: _____ yes _____ no

BUDGETED	ACCT. TITLE	CURRENT BAL.	REQUESTED	DEPT. HEAD
yes ___ no ___				

Budgetary references made with each individual item when necessary.

V. Other comments in addition to written information submitted:

Back up information attached x yes _____ no

VI. Attorney Comments:



CITY OF NORCROSS POLICE DEPARTMENT

65 Lawrenceville Street · Norcross, Georgia 30071 · Phone (770) 448-2111 · (770) 448-2253

M E M O R A N D U M

TO: BRAD COLE, PUBLIC WORKS DIRECTOR

FROM: Dallas E. Stidd, Chief of Police

DATE: 04-11-2006

REF: STOP SIGNS FOR SHEFFIELD FOREST

Please place the appropriate stop signs at the following locations:

1. Intersection of North Norcross Tucker Road and Glochester Place
2. Intersection of Glochester Place and Lancelot Drive
3. Intersection of Winchester Lane and Lancelot Drive
4. Intersection of Camelot Way and Lancelot Drive
5. Intersection of North Norcross Tucker Road and Sheffield Road
6. Intersection of Lancelot Drive and Sheffield Road
7. Intersection of Lancelot Drive and Sheffield Road (across)
8. Intersection of Derbyshire Court and Lancelot Drive
9. Intersection of Avon Court and Lancelot Drive
10. Intersection of Thames Court and Lancelot Drive
11. Intersection of N. Hampton Road and Lancelot Drive
12. Intersection of East Glochester Place and Lancelot Drive
13. Intersection of N. Hampton Road and Sheffield Road
14. Intersection of Sheffield Road and East Glochester Place
15. Intersection of Camelot Way and East Glochester Place
16. Intersection of Winchester Lane and East Glochester Place

As a result, all other existing stop signs will be removed.



Legislation Details (With Text)

File #: 16-4338 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 2/8/2016 **In control:** Policy Work Session

On agenda: 2/15/2016 **Final action:**

Title: Request approval for survey of Church property to extend Johnson-Dean Trail

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Church property survey](#)

Date	Ver.	Action By	Action	Result
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Title
Request approval for survey of Church property to extend Johnson-Dean Trail

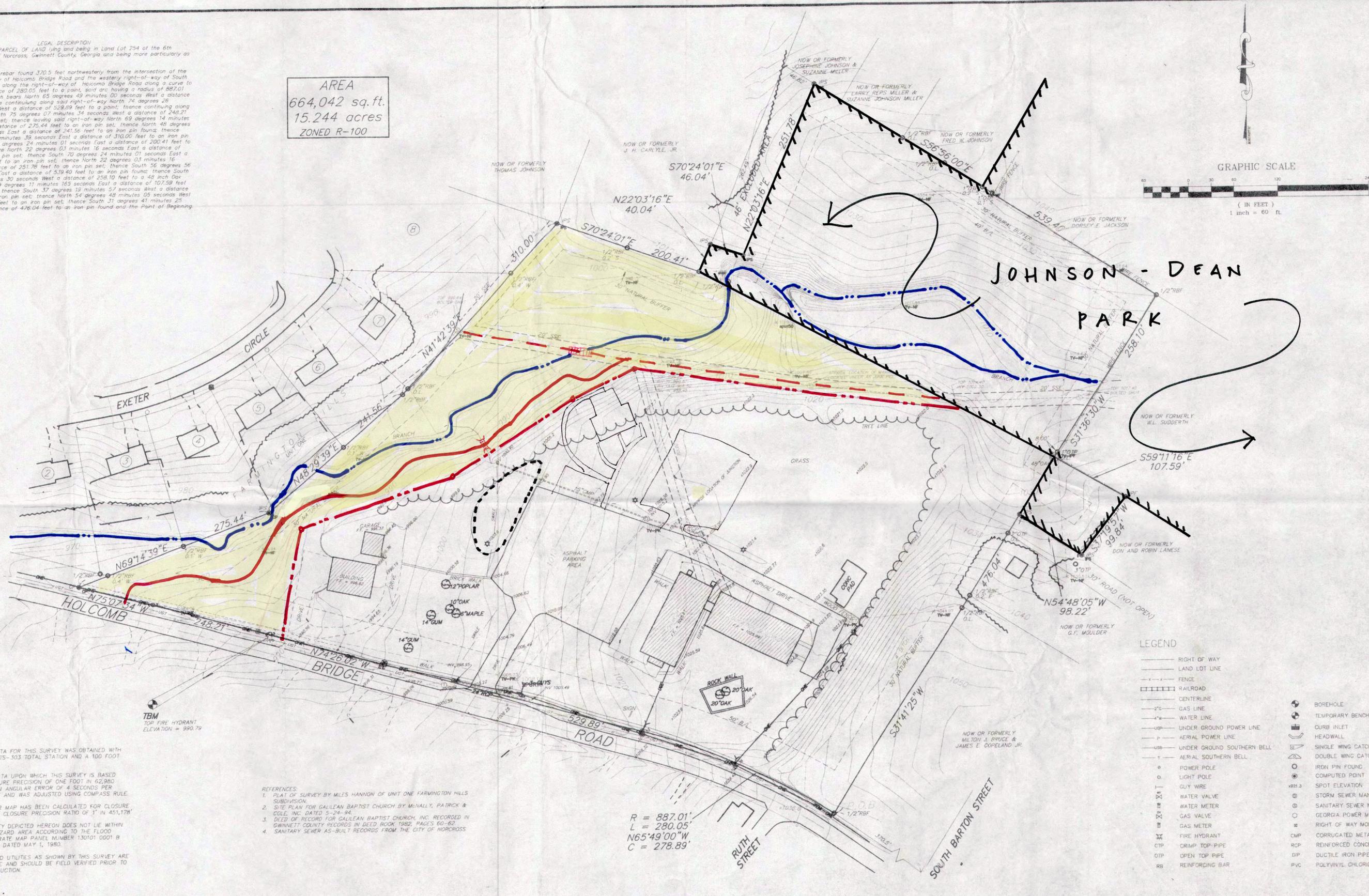
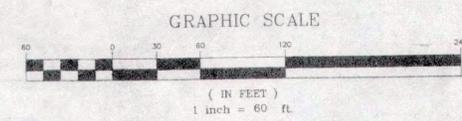
Drafter
Charlie Riehm

Body
 Since the county cleared a 20'-wide area above their sewer line in Johnson-Dean Park almost two years ago, volunteers have worked to create a nature trail in the city-owned park. We propose extending that trail along the full length of the cleared area (dashed line on attached), and also creating a narrow trail from the sewer line to HBR (dark red line on attached). To do that, and to bring the remaining natural area into the park property, the city needs to buy that portion of the church land shaded in yellow on the attached. In order to start discussions on a purchase, the Church has requested the city prepare a survey of the proposed southern boundary (red ---- - - ---- line).
 Note that this is the entire trail for which we recently applied for an ARC study grant. This trail will also be a key connectivity point for a city-wide trail system per the Master Parks Plan, and will provide nature trails and studies for the entire forested region.

LEGAL DESCRIPTION
 ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 254 of the 6th District, in the City of Norcross, Gwinnett County, Georgia and being more particularly as follows:

Beginning at an 1/2" rebar found 370.5 feet northwesterly from the intersection of the northerly right-of-way of Holcomb Bridge Road and the westerly right-of-way of South Barton Street, thence along the right-of-way of Holcomb Bridge Road along a curve to the left on an arc distance of 280.05 feet to a point, said arc having a radius of 887.01 feet and a chord which bears North 65 degrees 49 minutes 00 seconds West a distance of 278.89 feet, thence continuing along said right-of-way North 74 degrees 26 minutes 02 seconds West a distance of 529.89 feet to a point, thence continuing along said right-of-way North 75 degrees 07 minutes 34 seconds West a distance of 248.21 feet to an iron pin set, thence leaving said right-of-way North 69 degrees 14 minutes 39 seconds East a distance of 275.44 feet to an iron pin set, thence North 48 degrees 29 minutes 39 seconds East a distance of 241.56 feet to an iron pin found, thence North 41 degrees 42 minutes 39 seconds East a distance of 310.00 feet to an iron pin set, thence South 70 degrees 24 minutes 01 seconds East a distance of 46.04 feet to an iron pin set, thence North 22 degrees 03 minutes 16 seconds East a distance of 40.04 feet to an iron pin set, thence South 56 degrees 56 minutes 00 seconds East a distance of 539.40 feet to an iron pin found, thence South 31 degrees 36 minutes 30 seconds West a distance of 258.10 feet to a 48 inch Gas Tee, thence South 59 degrees 11 minutes 16 seconds East a distance of 107.59 feet to an iron pin found, thence South 37 degrees 19 minutes 57 seconds West a distance of 99.84 feet to an iron pin set, thence North 54 degrees 48 minutes 05 seconds West a distance of 98.22 feet to an iron pin set, thence South 31 degrees 41 minutes 25 seconds West a distance of 476.04 feet to an iron pin found and the Point of Beginning

AREA
 664,042 sq. ft.
 15.244 acres
 ZONED R-100



- NOTES
1. THE FIELD DATA FOR THIS SURVEY WAS OBTAINED WITH A TOPCON GTS-303 TOTAL STATION AND A 100 FOOT STEEL TAPE.
 2. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 62,860 FEET AND AN ANGULAR ERROR OF 4 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.
 3. THIS PLAT OR MAP HAS BEEN CALCULATED FOR CLOSURE AND HAVE A CLOSURE PRECISION RATIO OF 1" IN 451,178"
 4. THE PROPERTY DEPICTED HEREON DOES NOT LIE WITHIN A FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP PANEL NUMBER 130101 0001 B PAGE 3-104 DATED MAY 1, 1980.
 5. UNDERGROUND UTILITIES AS SHOWN BY THIS SURVEY ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

- REFERENCES
1. PLAN OF SURVEY BY MILES HANNON OF UNIT ONE FARMINGTON HILLS SUBDIVISION.
 2. SITE PLAN FOR CALLEAN BAPTIST CHURCH BY McNALLY, PATRICK & COLE INC DATED 5-24-94.
 3. DEED OF RECORD FOR CALLEAN BAPTIST CHURCH, INC. RECORDED IN GWINNETT COUNTY RECORDS IN DEED BOOK 1982, PAGES 60-62.
 4. SANITARY SEWER AS-BUILT RECORDS FROM THE CITY OF NORCROSS.

$R = 887.01'$
 $L = 280.05'$
 $N65^{\circ}49'00''W$
 $C = 278.89'$

LEGEND

—	RIGHT OF WAY	⊕	BOREHOLE
---	LAND LOT LINE	⊕	TEMPORARY BENCHMARK
- - -	FENCE	⊕	CURB INLET
	RAILROAD	⊕	HEADWALL
—	CENTERLINE	⊕	SINGLE WING CATCH BASIN
—2"	GAS LINE	⊕	DOUBLE WING CATCH BASIN
—4"	WATER LINE	⊕	IRON PIN FOUND
—6"	UNDER GROUND POWER LINE	⊕	COMPUTED POINT
—P	AERIAL POWER LINE	⊕	SPOT ELEVATION
—SB	UNDER GROUND SOUTHERN BELL	⊕	STORM SEWER MANHOLE
—T	AERIAL SOUTHERN BELL	⊕	SANITARY SEWER MANHOLE
⊕	POWER POLE	⊕	GEORGIA POWER MANHOLE
⊕	LIGHT POLE	⊕	RIGHT OF WAY MONUMENT
⊕	GUY WIRE	⊕	CORRUGATED METAL PIPE
⊕	WATER VALVE	⊕	REINFORCED CONCRETE PIPE
⊕	WATER METER	⊕	DUCTILE IRON PIPE
⊕	GAS VALVE	⊕	PVC
⊕	GAS METER	⊕	
⊕	FIRE HYDRANT	⊕	
⊕	CRIMP TOP PIPE	⊕	
⊕	OPEN TOP PIPE	⊕	
⊕	REINFORCING BAR	⊕	

REV.	DESCRIPTION
9-8-97	TOPO REVISION
9-18-97	BNDRY REVISION
10-13-97	TOPO REVISION
11-03-97	BUFFERS, SETBACKS
01-05-98	BOUNDARY (NW LINES)

LOCATED IN
 LAND LOT 254, 6TH DISTRICT
 CITY OF NORCROSS
 GWINNETT COUNTY, GEORGIA
 DATED: AUG. 7, 1997
 SCALE: 1"=60'



BOUNDARY AND TOPOGRAPHIC SURVEY OF
 CHURCH CHRIST EPISCOPAL
 FOR USE BY
 LANCOM, INC.

GRANT SHEPHERD & ASSOCIATES
 SURVEYING • PLANNING
 3741 VENTURE Dr., SUITE 310
 GWINNETT PLACE BUSINESS PARK
 DULUTH, GA 30136
 770-418-9823

GA. R.L.S. NO. 2136

JOB NO. 97-0880



Legislation Details (With Text)

File #: 16-4281 Version: 1

Type: Agenda Item Status: Acknowledged

File created: 1/7/2016 In control: Retreat

On agenda: 1/25/2016 Final action:

Title: 2016 Summer Concert Table Sales

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Summer Concert Series 2016](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
2016 Summer Concert Table Sales

Drafter
Mary Beth Bender



PUBLIC WORKS, UTILITIES & PARKS

TO: Mayor and City Council

FROM: Mary Beth Bender
Department of Public Works, Utilities & Parks

DATE: February 2, 2016

SUBJECT: Summer Concert Series Tables for Sale

CC: Rudolph Smith, City Manager

Presented By: Mary Beth Bender, Superintendent of Parks

The Parks Division of Public Works, Utilities & Parks has been approached by a few members of the community regarding the sale of the Summer Concert Series tables. Their specific stated concerns include a desire to see the table reservations limited to City residents only, with the belief that “our taxes fund these events.”

However, to clarify, these events are funded by the Hotel/Motel taxes generated by visitors to our community. The mission of the hotel-motel expenditures is to generate return visitation and create economic impact. This allows us to not only provide an enjoyable event for the residents of Norcross, but to also attract new potential residents and draw visitors to enjoy Historic Downtown Norcross via the Summer Concert Series.

After consulting with other Gwinnett County municipalities who host a Summer Concert Series, we were advised that they sell their tables to the General Public on a first-come, first-serve basis. There are over 15,000 Norcross residents, and historically, the most efficient and fair approach has been to open the tables to the General Public. Forty tables per concert sell out in 3-4 minutes.



PUBLIC WORKS, UTILITIES & PARKS

Norcross residents receive numerous email and print reminders regarding the sale of tables. They are promoted for an entire month to Norcross residents only via the Norcross Facebook page, the Norcross Newsletter, Twitter, and the Downtown Reader Board.

To increase opportunities for more people to purchase tables, one option is to release 20 tables for the entire season (8 concerts) on a first-come, first-serve basis; 15 tables released for 4 bands only, another 15 tables released for the remaining 4 bands.

Regarding chairs and tarps/blankets being set out as early as Wednesday evening for the Friday night concert, it is Staff's recommendation that signs (4) be placed in the park on Wednesday advising the public that chairs and tarps/blankets will not be allowed in the park until after 7 p.m. on Thursday. This information will also be provided during the Summer Concert Series promotions.



Legislation Details (With Text)

File #: 16-4323 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 1/20/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Resolution to Approve Subrecipient Agreement with Gwinnett County for CDBG FY 2016 Award

Sponsors:

Indexes:

Code sections:

Attachments: 1. [CDBG Resolution FY2016 accept funds](#), 2. [FY2016CDBG subrecipient agreement](#)

Date	Ver.	Action By	Action	Result
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Title
Resolution to Approve Subrecipient Agreement with Gwinnett County for CDBG FY 2016 Award

Drafter
Jeff Mueller

Resolution of the Mayor and Council, City of Norcross

CDBG Subrecipient Agreement, FY 2016

WHEREAS, the City of Norcross requested Community Development Block Grant (CDBG) Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded \$171,154.00 from FFY 2016 CDBG Program funds to the **City of Norcross** to **facilitate infrastructure improvements: Sidewalk Construction.**

NOW, THEREFORE, the City Council of the **City of Norcross** does hereby resolve and authorize the following:

1. Acceptance of an FY 2016 Community Development Block Grant (CDBG) Program award of **\$171,154.00** from the Gwinnett County Board of Commissioners, to the **City of Norcross.**
2. Authorize the Mayor and City Manager of the Subrecipient to execute the Community Development Block Grant (CDBG) Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to the **City of Norcross.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused this seal to be affixed. This _____, 2016.

Bucky Johnson, Mayor

Attest: Monique Lang, City Clerk



January 8, 2016

The Honorable Bucky Johnson
Mayor
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

Attention: Mr. Rudolph Smith, City Manager

Dear Mayor Johnson:

Enclosed are four (4) copies of the FFY 2016 CDBG Subrecipient Agreement, which awards **\$171,154.00** to **The City of Norcross** to facilitate Infrastructure Improvements to Fox Chase Subdivision.

Our staff will work with your organization to ensure compliance with all HUD CDBG requirements, and will assist you with all phases of project implementation. The first step is the execution of the enclosed CDBG Program Subrecipient agreements, as required by HUD. Please have your City Council pass a resolution, **provided on Page 14**, to permit acceptance of these funds and authorizing the execution of the document. Next, sign each of the four (4) copies [original signatures on each of the copies] at the tagged locations.

Following signature, please return three (3) copies, with original signatures, to this office. The signatures in the Subrecipient Agreements should not be dated earlier than the date of the approval resolution by your City Council. The official seal of your organization must be impressed in the left column of the signature page of each copy of the agreements and on the resolutions, immediately below the signatures.

Once you have completed the signatures as requested, the following steps should be followed:

1. **Return three (3) fully executed copies, including the approval resolutions** from a meeting of your City Council, to the Gwinnett County Community Development Program office.
2. Upon receipt of the agreements, we will forward them to the County for signature.
3. Upon receiving the signed agreements from the County, our office will return the agreement to you for your files, accompanied by a "Notice to Proceed."

If you have any questions, please do not hesitate to let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eryca Fambro".

Eryca Fambro
Director

Enclosures

cc: Ms. Shannon Candler, Gwinnett County Department of Financial Services
Mr. Matthew Elder, Senior Deputy for Operations, Gwinnett County Community Development Program



STATE OF GEORGIA
COUNTY OF GWINNETT

**SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)**

Between

**GWINNETT COUNTY *and*
CITY OF NORCROSS**

Federal Fiscal Year 2016 Funds

HUD GRANT NO: B-16-UC-13-0004
GWINNETT COUNTY AGREEMENT NO.: NORCROSS-16-TBD

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
CFDA # 14.218
BETWEEN
GWINNETT COUNTY, GEORGIA
AND
City of Norcross
65 Lawrenceville Street
Norcross, GA 30071

THIS AGREEMENT, made and entered into on the **1st day of January 2016**, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **The City of Norcross**, a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County;

WITNESSETH:

WHEREAS, Gwinnett County has received an FFY 2016 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, **\$171,154.00** from FFY 2016 CDBG funds has been appropriated by the Gwinnett County Board of Commissioners for award to the Subrecipient for the activities described in the Scope of Services of this Agreement, determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient will provide any additional funds required to carry out the activity receiving CDBG funds under this Agreement, which has been determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; Exhibit 3A as amended via and with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with, Regulations provided in Exhibit 6 if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **December 31, 2016**.
2. A. Uniform Administrative Requirements - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24

CFR 85. The requirements in 2 CFR 200 apply to all federal funds award by the County after December 26, 2014, which includes all FFY 2016 CDBG funds awarded through this Agreement.

- B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).
3. Procurement - The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

4. Property Acquisition and Relocation Services - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18, of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5 and/or 6.
5. "Force Account" Work - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.
6. Record Keeping/Reporting
- A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report programmatic data.

7. Subrecipient's Obligation - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
8. "Hold Harmless" - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Funding - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
10. Environmental Clearance - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. Wage Rates - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
12. Technical Assistance - The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
13. Review Authority - The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
14. Agreement Suspension and Termination - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 2 CFR 200.338 – 200.42. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert to the County.
15. Agreement Amendment(s) - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in written form to the Gwinnett County Community Development Program in a format prescribed by the Gwinnett County Community Development Program. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
16. Effective Date and Termination Date - The effective date of this Agreement is the date specified on Page 1 of this Agreement. The termination date of this Agreement is **December 31, 2016**.
17. Program Income - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) and 2 CFR 200.307 shall apply, as well as the following specific stipulations:
 - A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - B. Any such program income must be paid to the County within seven (7) calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the

generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.

- D. In the event of close out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close out or change in status shall be paid to the County within thirty (30) calendar days of the official date of the close out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

18. Real Property – The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days prior to any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

- B. Change in Real Property Status

(1) Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

(2) Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- a. If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.

- b. If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.
 - c. If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items and other items determined by the County to be applicable to the specific lease:
 - (1) The beginning and ending dates of the lease (at least five (5) years to be eligible for CDBG funding assistance).
 - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
 - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
 - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (7) The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
 - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s) which is the subject of the lease.
 - (10) The lease must contain an indemnification statement, as specified by the County.

- (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum fifteen (15) years) must be executed which meets the standards specified in Section 18 (d), above. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to ensure its compliance with the terms of this Agreement.
- F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County. Such a document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, is not be triggered, the Subrecipient shall provide to the Gwinnett County Community Development Program Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

- C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- (1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements 2 CFR 200.500 – 200.520 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At each fiscal year end, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally-required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send three (3) copies of its Single Audit Report or independent auditor's report to the Gwinnett County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gwinnett County Community Development Program later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

20. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations], and 2 CFR 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Community Development Program, upon request.
21. Faith-based activities
- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.
- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

22. Recognition of CDBG Program Funding from Gwinnett County

A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners' Community Development Block Grant Program is provided proper recognition, as follows.

(1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities

- a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction, and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
- b. Subrecipient will have as its contact point the Gwinnett County Community Development Program, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Community Development Program should occur not less than six (6) weeks prior to the date of any event, to permit adequate event planning and scheduling.
- c. Subrecipient agrees to contact the Gwinnett County Community Development Program to arrange such events, rather than contacting the Gwinnett County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by Gwinnett County government to avoid scheduling conflicts, and to provide a consistent method of planning all such events.
- d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
- e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements and other published materials shall contain statements which provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

23. Conflict of Interest

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, and/or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived with respect to a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities which can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Community Development Program for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Community Development Program.

24. Investment Efficiency Reporting

The Gwinnett County Community Development Program is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created and/or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

The new mandatory reporting process and form are provided in Exhibit 2.

EXHIBIT 1

CERTIFICATIONS
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate-income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph l;

4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Norcross
65 Lawrenceville, GA 30071
[GWINNETT COUNTY, GEORGIA]

Project locations:

Goodwick Way, Newbury Road, W. Peachtree Street, and Garner Street
Norcross, GA 30071
[GWINNETT COUNTY, GEORGIA]

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2
SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	City of Norcross
Activity Name:	Sidewalk Improvements: Goodwick Way, Newbury Rd, W. Peachtree and Garner St.
Activity Number:	TBD
Gwinnett Co. CDBG Objective(s):	5; 5.1
CDBG Eligibility Citation:	24 CFR 570.201(c)
CDBG National Objective Citation:	24 CFR 570.208(a)(1)
HUD CDBG Activity Type:	03L
HUD CDBG Activity Name:	Public Facilities – Sidewalk Improvements
HUD IDIS Number:	TBD
HUD Objective:	Creating a Suitable Living Environment
HUD Outcome:	Improving Availability/Accessibility [SL-1]

ACTIVITY DESCRIPTION

The total FFY 2016 CDBG budget for this activity shall not exceed **\$171,154.00**. The City will use the CDBG funds and any non-CDBG funds necessary to complete the street reconstruction and sidewalk construction project by the termination date. The Subrecipient's 2016 application listed the total project cost as **\$300,000.00**. The Agreement shall be effective on **January 1, 2016**, and terminate on **December 31, 2016**, after which date, Gwinnett County reserves the right to recapture any remaining unexpended CDBG funds.

The FFY 2016 Community Development Block Grant [CDBG] Program award of **\$171,154.00**, to the **City of Norcross** serves to **facilitate Sidewalk Improvements to Goodwick Way, Newbury Road, W. Peachtree Street, and Garner Street**. Total persons to be served: **8,423 of whom 4,675 [55%]** are low- and moderate-income.

General Requirements

The Subrecipient shall keep the **Sidewalk Improvements: Goodwick Way, Newbury Road, W. Peachtree and Garner Streets** in use as public facilities, as defined by CDBG Rules and Regulations. All federal rules and regulations governing the use of such public facilities shall apply, including the requirement that at least 51% of persons served by these respective projects shall be members of households whose total income does not exceed the federally established maximum income levels to qualify for CDBG assistance.

Funds from these grant awards shall not be used to provide any services not associated with activities identified in this Scope of Services.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

Reimbursement Process

Each request for reimbursement for the **Sidewalk Improvements: Goodwick Way, Newbury Road, W. Peachtree and Garner Streets** must be submitted to the Gwinnett County Community Development Program, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to the Gwinnett County Community Development Program by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to the Gwinnett County Community Development program without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to the Gwinnett County Community Development Program until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

When CDBG funds are expended, Subrecipients and their vendors [i.e., contractors, subcontractors, and architects/engineers] hire or retain employees as a direct result of the expenditure of CDBG funds. Another important product of the expenditure of CDBG funds is the investment of other governmental or private funds by the Subrecipients to implement and carry out CDBG-funded projects/activities.

Gwinnett County recognizes that the creation or retention of jobs and the investment of non-CDBG funds are important contributions to the local economy. In a pilot-test during 2012, the Gwinnett County Community Development Program analyzed data and discovered results that were so dramatic that the reporting process will now be implemented as a permanent part of the Gwinnett County CDBG Program.

Therefore, effective with any new CDBG funds awarded after 10/1/2012, Subrecipient organizations must report the numbers and the dollar value of jobs created and/or retained as a direct result of the investment of CDBG grant funds. The reporting process also captures any non-CDBG funds [government funds or private funds] that are expended as a direct result of CDBG investments. Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Community Development Program. The Monthly Investment Efficiency Report is contained in this Exhibit.

The information obtained from the monthly Subrecipient reports will be compiled by the Gwinnett County Community Development Program and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.

GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM	
MONTHLY INVESTMENT EFFICIENCY REPORT	
[SUBMIT BY 10TH CALENDAR DAY FOR EACH PRIOR MONTH]	
[PAGE 1 of 1]	
Month/Year of this Report:	
Organization Name: City of Norcross	
Activity Name: Sidewalk Improvements: Goodwick Way, Newbury Road, W. Peachtree and Garner Streets Activity Number: TBD	
HUD IDIS Number: TBD	
Name of Person Submitting Report:	Telephone Number:
Date Submitted:	

New Jobs Created/Retained This Month

Note: All jobs created and/or retained are to be reported only during the month they are created or retained

Jobs Created/ Retained and \$ Values	# Jobs Created	# Jobs Retained	Total # Jobs Created/ Retained	Annualized \$ Value of Salaries/Benefits for Jobs Created	Annualized \$ Value of Salaries/Benefits for Jobs Retained	Annualized Total \$ Value of Salaries/Benefits for Jobs Created/ Retained
Full-Time						
Subrecipient						
Contractor						
Subcontractors						
Architect/Engineer						
Total Full-Time						
Part-Time						
Subrecipient						
Contractor						
Subcontractors						
Architect/Engineer						
Total Part-Time						

New Non-CDBG Investments This Month

Note: All expenditures during the month by the Subrecipient on the CDBG project/activity that have not been or will not be reimbursed from CDBG funds are to be reported only during the month they were incurred.

CDBG Funds Expended	Non-CDBG Governmental Funds Expended	Private Funds Expended	Total Expenditures

Attach documentation that substantiates the jobs and expenditures reported on this form. Use the worksheets provided by the County.

Contact Shyla Petty [Telephone: 678-518-6031; email: Shyla.Petty@gwinnettcountry.com] for technical assistance prior to submitting the initial report.]

Signature/Position Title for the Subrecipient

Date Signed

Signature - Reviewed - Gwinnett County Community Development Program

Date Signed

Submit By 10th Calendar Day to:
 Gwinnett County Community Development Program
 One Justice Square, 446 West Crogan Street, Suite 275
 Lawrenceville, GA 30046-2439
shyla.petty@gwinnettcountry.com

EXHIBIT 3

AGREEMENT AMENDMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 4

LEASE AGREEMENT

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 6

FEDERAL REGULATIONS

(THE FOLLOWING REGULATIONS WILL BE FORWARDED TO YOUR ORGANIZATION ELECTRONICALLY FOR REVIEW)

2 CFR Part 200

“Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

24 CFR Part 58

Environmental Review Procedures

24 CFR Part 570

“Community Development Block Grant”



Legislation Details (With Text)

File #: 16-4302 Version: 1
 Type: Agenda Item Status: Agenda Ready
 File created: 1/14/2016 In control: Retreat
 On agenda: 2/15/2016 Final action:
 Title: Public Works Captial Items Request (Electric Fund)
 Sponsors:
 Indexes:
 Code sections:
 Attachments: 1. [Capital Request - Mini Excavator](#), 2. [Mini Excavator Photo](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
 Public Works Captial Items Request (Electric Fund)

Drafter
 Steve Gaines

City of Norcross

2016 Budget

Capital Request

Request #:

Amount:

\$49,300

Department Code:

510-4610

Division Name:

Electric

Equipment Name:

Mini-Excavator

Replacement Item

New Item

Equipment Description:

A mini-excavator (rubber-track back hoe) for digging in various situations.

Equipment Justification:

This versatile piece of equipment will be replacing the 18 year old version. The current excavator has had many issues regarding power and operation. It has been used in for digging utility ditches, and mainly general digging where a rubber-tire version is too large to go. When installing underground, it can move transformers and cable to and from jobs. With its size, it also allows for safer digging around our cables, other utility cables, and personnel. The rubber tracks also provide added mobility along with the ability to avoid damaging yards, curbs, and roads in the excavation process.

Approved

Grand Total \$ 49,300





Legislation Details (With Text)

File #: 16-4303 Version: 1

Type: Agenda Item Status: Acknowledged

File created: 1/14/2016 In control: Retreat

On agenda: 2/15/2016 Final action:

Title: Public Works Captial Items Request (Stormwater Fund)

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Capital Request - Vac Trailer](#), 2. [JetVac Photo & Description](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
Public Works Captial Items Request (Stormwater Fund)

Drafter
John Davis

City of Norcross

2016-17 Budget

Capital Request

Request #: Amount:

Department Code: Division Name:

Equipment Name:

Replacement Item New Item

Equipment Description:

Trailer Mounted Jet-Vac Combo

Equipment Justification:

Provides all the functionality of a jetter-vac combo truck, the jetter-vac system combines high pressure water and vacuum capabilities in a compact trailer-mounted package. It is configured specifically for storm drains, sewer cleaning, water jetting, power wash and vacuum applications. High-pressure jetter system and complete accessories mounted on a heavy-duty tandem axle trailer. Our current VAC Trailer only clears 6-8" pipes. Storm water employees are currently cleaning out storm drains by hand which is tedious, time-consuming and dangerous work. The jet-vac combo will provide a safer,quicker and more efficient way of cleaning out our City's storm drains. Council approved \$36,105 for a new jetter in the 2015/2016. The Department plans to apply these funds toward the purchase of the new jetter/vac combo trailer.

Approved

Grand Total \$ 102,779

JVLT Combo Trailer



General Specifications:

- 500 gallon debris capacity
- 325 gallon water capacity
- Stainless steel water tanks
- 2 ½" water fill hook-up
- 95 hp water cooled diesel engine
- High temperature/low oil shutdown on engine for safety and longevity
- Simple controls located on the swing arm of the trailer
- 800CFM positive displacement blower
- Vacuum capability of 16" Hg
- 180° hydraulic reel articulation
- 360° hydraulic boom rotation with pendant control
- Hydraulic door locks
- Centrifugal strainer with perforated stainless steel insert
- Water pump capable of 18 GPM @ 3500 psi
- 400' of ½" jetting hose
- Low water level shutdown
- Easy winterization hook-up to protect water pump and hoses
- Gear driven hydraulic pump mounted on engine
- Water pump and vacuum blower capable of being operated independently or simultaneously
- 45° dump angle on debris tank
- Top-opening rear door for safe and easy access or cleaning
- Easy opening rear door with dual sight-level gauges
- 6" gate valve on rear door
- Rugged 12,000 GVW trailer built to heavy-duty construction specifications
- Balanced trailer layout to maintain even weight distribution
- Tool/accessory holders
- Approx. overall length – 22'
- Approx. overall width – 96"
- Four - 4" x 6' extension tubes, cam lock style
- One - 4" x 6' intake tube, cam lock style

Available Options:

- Hydro-excavating package
- Remote control
- Hydraulic tool kit
- Internal tank flush out system
- IntelACount



VacHunter Mini-Combo - 3,000 psi @ 40 gpm 2300 CFM



Quote Date: January 11, 2016
 Customer: City of Norcross
 Job #
 Salesman: CASEY MEEHAN, 912-341-4371

Due Date: 120-150
 Dealer: ENVIRONMENTAL PRODUCTS OF GEORGIA
 Stock #
 P.O. Number:

Part Number	Description	Quantity	Price	Total
DEBRIS TANK				
9000-0069	500 Gallon Capacity (2.5 Yards)	1	Std.	Std.
9000-0070	Hydraulic Rear Door	1	Std.	Std.
9000-0071	Hydraulic Dump Tank Lift	1	Std.	Std.
9000-0072	High-Pressure Body Washout System	1	Std.	Std.
9000-0073	3" Drain Port with 10' layflat Hose	1	Std.	Std.
	3" Knife valve for drain hose Valve	1	Std.	Std.
HOSE REEL REAR DOOR MOUNT				
<i>Single Jet Hose Reels</i>				
	600' Capacity x 3/4" Jet Hose Reel	1	Std.	Std.
Articulating Reel				
	Articulating Reel Option Hydraulic Powered Articulation Worm Gear	1	Std.	Std.
Hose Reel Accessories				
9000-0049	Standard Level Wind	1	Std.	Std.
HOSE OPTIONS				
	3/4" Leader hose-per foot	10	Std.	Std.
	3/4" Jet Hose per foot	500	Std.	Std.
	Tiger Tail (1) Std. 3"	1	Std.	Std.
WATER SYSTEM				
	Dual 250 (500) Gallon Water Tanks - <i>Aluminum</i>	1	Std.	Std.
9000-0106	25' Fill Hose w Storage Rack	1	Std.	Std.
WATER PUMP				
	3,000 PSI @ 40 GPM Giant Water Pump	1	Std.	Std.
9000-0059	Air Purge	1	Std.	Std.
9000-0058	Winter recirculation (not available on Jet Eye)	1	Std.	Std.
9000-0040	Washdown System-43H with gun and 25ft hose	1	Std.	Std.
ENGINE				
	140 HP John Deere Diesel W/ Clutch -	1	Std.	Std.
9000-0048	Safety Lanyard (1) Emergency Kill	1	Std.	Std.
	Fuel Tank Chassis/15 GALLON AUX TANK	1	Std.	Std.
3007-0002	Veneer Throttle 20'	1	Std.	Std.
9000-0064	Electric Throttle Upgrade	1	Std.	Std.
	Digital Gauge Package & Tachometer Low Pressure High Temp Shut	1	Std.	Std.
9000-0045	Engine Shroud/ Belt Guard/ <i>Aluminum</i>	1	Std.	Std.
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
	Nozzle Rack(1) 3/4"	1	Std.	Std.
	15 Degree Nozzle(1) 3/4"	1	Std.	Std.
	30 Degree Nozzle(1) 3/4"	1	Std.	Std.
	Nozzle Skid Assy 6"(1) 3/4"	1	Std.	Std.
Vacuum System				
8400-2010P	36" x 6" Crown Nozzle	1	Std.	Std.
8400-2009P	36" x6" Vacuum Tube w/camlocks	1	Std.	Std.
8400-2012P	48" x 6" Vacuum Tube w/camlocks	1	Std.	Std.
8400-2013P	60" x 6" Vacuum Tube w/camlocks	1	Std.	Std.
7600-5083	4 Pipe Storage Rack6"	1	Std.	Std.
BLOWER OPTIONS				
	2,300 CM Blower	1	Std.	Std.
	Cyclone Separator	1	Std.	Std.
	Vacuum Breaker	1	Std.	Std.
TOOL BOXES				
7600-0661	Drawbar, locking - <i>Aluminum</i> , 52" x 26" x 15.5"	1	Std.	Std.
ELECTRICAL OPTIONS				
9000-0022	Light - Strobe Light w/Limb Guard LED	1	Std.	Std.
9000-0023	Light - Panel Light LED	1	Std.	Std.
9000-0112	L.E.D. Upgrade Marker and Tail Lights Only	1	Std.	Std.
BOOM OPTIONS				
	Boom 8' of Reach from Center line	1	Std.	Std.
	Powered Boom Rotation Std W Boom	1	Std.	Std.
9000-0076	Boom Pendant Control- Up/Down, Telescope, Boom Swing. 40 foot lanyard	1	Std.	Std.
ACCESSORIES				
	Traffic Cone Rack	1	Std.	Std.
MANUALS				

Part Number	Description	Quantity	Price	Total
3023-0002	PipeHunter Operator's Manual CD	1	Std.	Std.
26-OMRG33324	John Deere Operator's Manual CD	1	Std.	Std.
FRAME & AXLE				
	6" Frame	1	Std.	Std.
	DOT LIGHTING PACKAGE	1	Std.	Std.
	10000 LB Bulldog Jack stand	1	Std.	Std.
9000-0067	Dual 7,000# GVWR Axles Electric Brakes	1	Std.	Std.
3007-2012	Pintle Hitch	1	Std.	Std.
LINER OPTION				
	PipeHunter Speed Liner Frame & Reel	1	Std.	Std.

Liner Color: TBD

SUBTOTAL	\$ 155,884.00
JETTER TRADE-IN	\$ (17,000.00)
FINAL SALE PRICE	\$ 138,884.00



Legislation Details (With Text)

File #: 16-4297 Version: 1
 Type: Agenda Item Status: Agenda Ready
 File created: 1/14/2016 In control: Policy Work Session
 On agenda: 2/15/2016 Final action:
 Title: Public Works Captial Items Request (General Fund)
 Purchase of Dump Truck

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Capital Request - Dump Truck](#), 2. [Dump Truck Photo](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
 Public Works Captial Items Request (General Fund)
 Purchase of Dump Truck

Drafter
 John Davis

City of Norcross

2016-17 Budget

Capital Request

Request #:

Amount:

Department Code: Division Name:

Equipment Name:

Replacement Item New Item

Equipment Description:

F-150 XL Service Truck

Equipment Justification:

The vehicle will serve as a replacement for a 1991 year model with over 100,000 miles on it. The existing truck's ongoing maintenance costs exceed it's value.

Approved

Grand Total \$ 140,000

2016 FREIGHTLINER 108SD



Peach State Freightliner
 6535 Crescent Drive NW
 Norcross, GA 30071
 Phone: (800) 367-3878
 www.peachstatetrucks.com

CUSTOMER City of Norcross
 DATE 1/11/2016
 PRICE \$140,000
 SALESPERSON
 SIGNATURE _____

Comments

Tough, Nimble and Ready The Freightliner 108SD packs heavyweight power into a smaller package. It takes toughness onto tight job sites and down narrow streets. So your heavy duty trucking job can get done as efficiently as possible. The versatility of this truck model is just one reason businesses choose the 108SD over other heavy duty trucks for sale.

GENERAL INFORMATION

MSRP Request a Quote

OTHER

Duty Heavy

MEASUREMENTS

BBC 108 in.

Gross Vehicle Wt Rating (GVWR) 79,000

BODY

Cab Day Cab
 Extended Cab (134 in.)
 Crew Cab (156 in.)

ENGINE & DRIVETRAIN

Engine Make Cummins
 Engine Model ISL or ISB
 Horsepower 260 hp
 Torque 660 ft. lbs.
 Fuel Type Diesel
 Fuel Tank Capacity 50 gal.
 Transmission Allison 3000 Series

OPERATIONAL

Suspension Taper leaf, flat leaf spring, AirLiner®, TurfTrac®, Haulmaax®, Primaax®, Firemaax®, Chalmers
 Axles Detroit or Meritor
 Front Axle Capacity 12,000 lbs.
 Rear Axle Capacity 21,000 lbs.

Legal Notice: Manufacturer Name, Logo and Model Information are Registered Trademarks of the Manufacturer. Specifications and other information are subject to change without notice. No representation of accuracy is made. Image is believed to be in the public domain or used with permission.

*Price, if shown, is Manufacturer's Suggested Retail Price (MSRP) and does not include government fees, taxes, dealer freight/preparation, dealer document preparation charges or any finance charges (if applicable). MSRP and/or final actual sales price will vary depending on options or accessories selected.



Legislation Details (With Text)

File #: 16-4340 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 2/9/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Public Works Captial Items Request (General Fund)
Striping Projects

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Striping Projects with Photos](#)

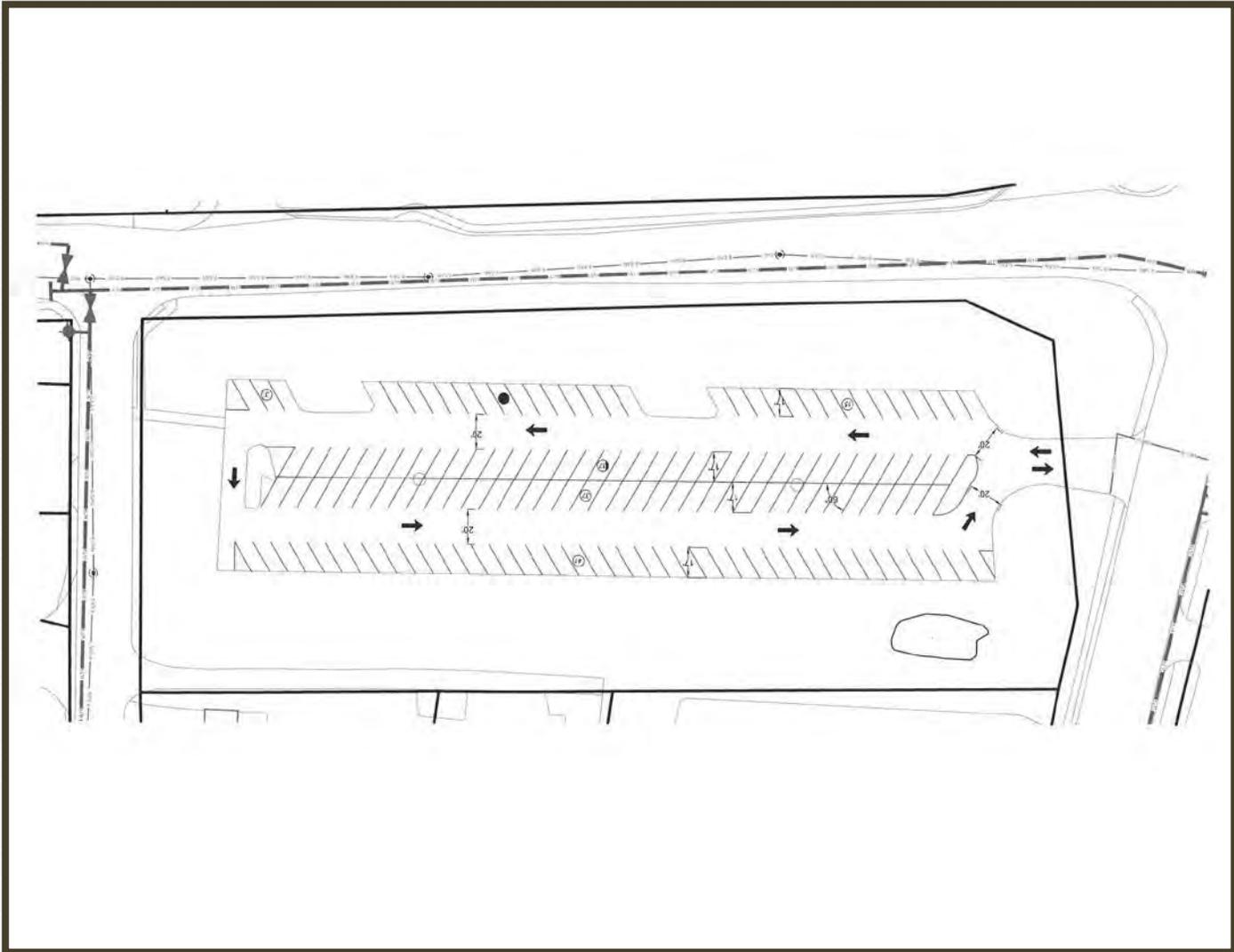
Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title
Public Works Captial Items Request (General Fund)
Striping Projects

Drafter
John Davis

Public Works Division

- Striping of City-owned parking lots – these spaces will provide parking for Norcross visitors that will enable them to be closer to our major parks and downtown area during large City events such as July 4th, Summer Concert Series and ArtSplash.
 - The old bus lot will provide 148 spaces. \$1433 striping, option: (sealing 2 coats of coals tar sealer \$4632)
 - The lot at Mitchell Rd/Price Pl will provide 35 spaces.





Legislation Details (With Text)

File #: 16-4331 Version: 1
Type: Agenda Item Status: Agenda Ready
File created: 2/2/2016 In control: Policy Work Session
On agenda: 2/15/2016 Final action:
Title: College Street Parking
Sponsors:
Indexes:
Code sections:
Attachments: 1. [Memo - College Street](#)

Date	Ver.	Action By	Action	Result
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Title
College Street Parking

Drafter
Chief Summers



NORCROSS POLICE DEPARTMENT

CHIEF WARREN SUMMERS

TO: Mayor and City Council

FROM: Warren Summers, Chief
Norcross Police Department

DATE: February 4th, 2016

SUBJECT: College Street Safety Hazard

CC: Rudolph Smith, City Manager

Presented By: Warren Summers, Chief of Police

The Police Department has identified a safety hazard with traffic flow on College Street between Holcomb Bridge Road and Jones Street. Parking on both sides of the roadway is currently allowed. This presents 2 problems.

1. Opposing 2-way traffic cannot travel the roadway at the same time with cars parked on both sides of the road. We measured 17' between cars thus making the potential for head on collisions great. Specifically, PD officers have seen cars backing up on the roadway when opposing traffic is encountered.
2. Gwinnett Fire Department has told us their trucks need at least 18' to park and extend their stabilizer legs if needed at that location for an emergency.

The Police Department evaluated the area and believe the best resolution to the problem is to not allow parking on the North side of College St between Holcomb Bridge Rd and Jones St. Another option would be to make that stretch of roadway one way, however the PD believes the amount of vehicle traffic on that road would make this option less desirable.

Jon Davis and City traffic engineering have been consulted on this safety problem and may potentially have an alternative solution(s). If no other viable solution is available, the Police Department requests council's permission to designate the North side of College St between Holcomb Bridge Rd and Jones St as a "No Parking" zone by erecting signs designating it as such.

Attachments: Photo of parking on both sides of roadway, Map of road with North arrow





Legislation Details (With Text)

File #: 16-4304 Version: 1

Type: Agenda Item Status: Acknowledged

File created: 1/15/2016 In control: Retreat

On agenda: 1/25/2016 Final action:

Title: Zoning & Redevelopment 2016

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
Zoning & Redevelopment 2016

Drafter
Jon Davis



Legislation Details (With Text)

File #: 16-4306 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 1/15/2016 In control: Retreat

On agenda: 1/25/2016 Final action:

Title: Beaver Ruin Creek Greenway

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Greenway Concept Plans](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

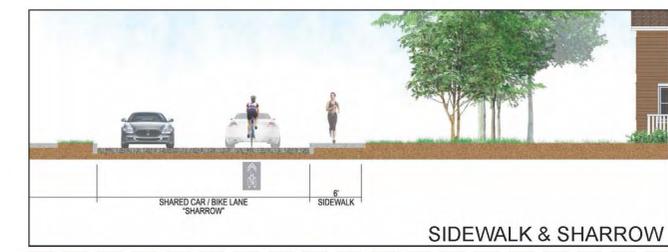
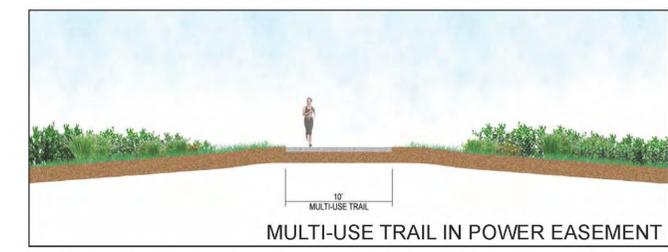
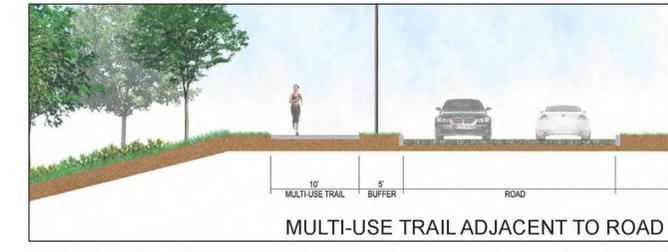
Title
Beaver Ruin Creek Greenway

Drafter
Jon Davis

- LEGEND**
- EXISTING STREAM
 - EXISTING LAKE / POND
 - FLOODPLAIN
 - WATERSHED
 - STREAM RESTORATION



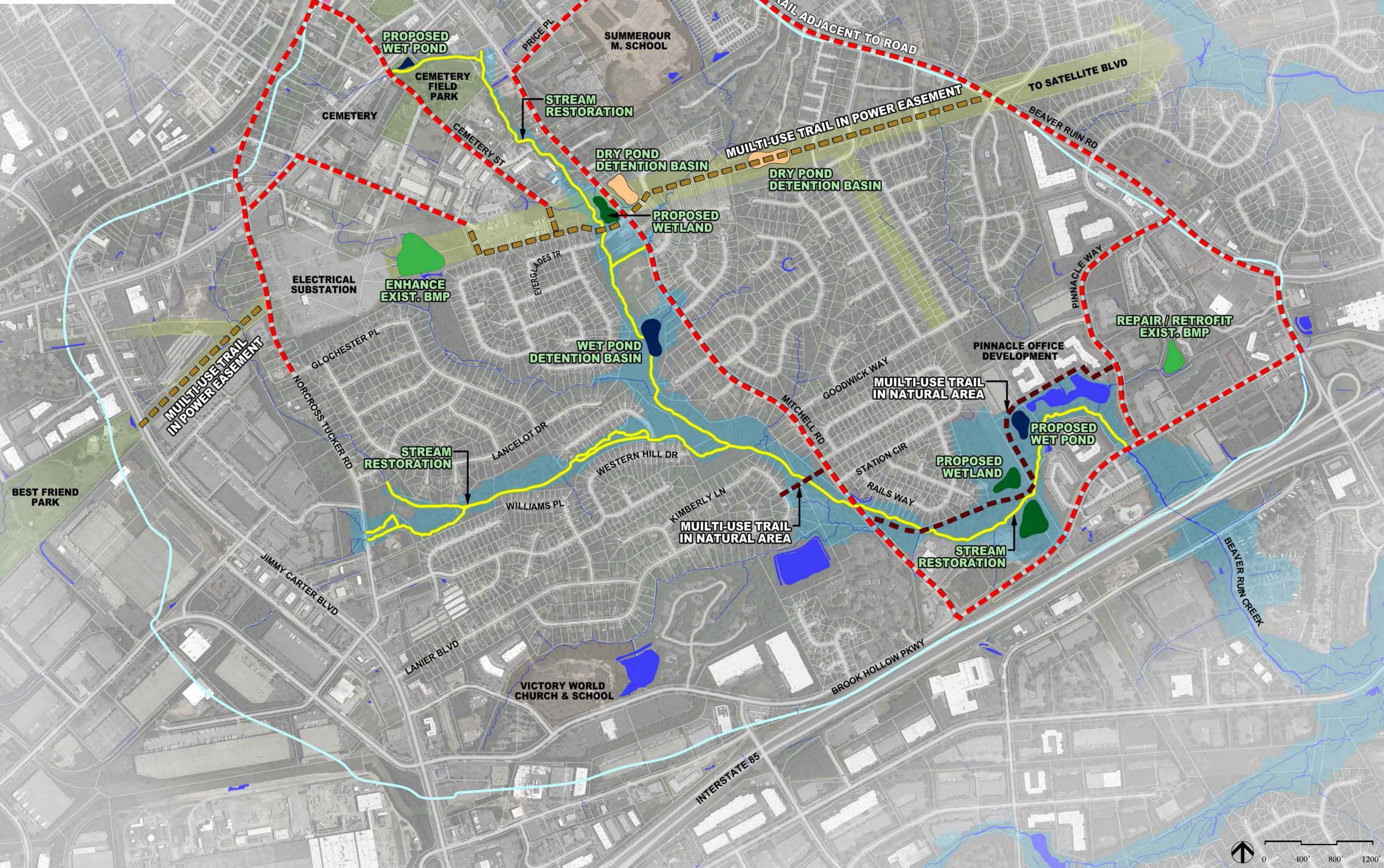
TRAIL SECTIONS



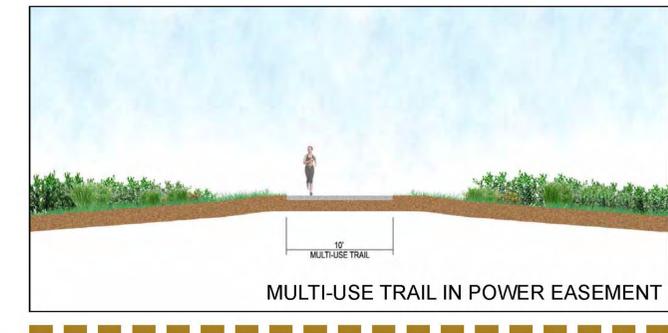
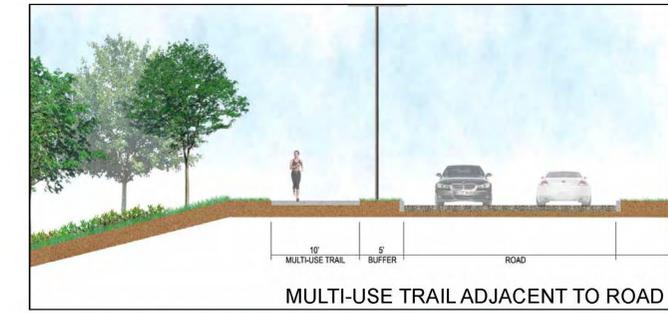
STORMWATER IMPROVEMENTS



- LEGEND**
- EXISTING STREAM
 - EXISTING LAKE / POND
 - FLOODPLAIN
 - WATERSHED
 - STREAM RESTORATION



TRAIL SECTIONS



STORMWATER IMPROVEMENTS





Legislation Details (With Text)

File #: 16-4336 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 2/4/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Skin Alley Compactor Enclosure

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Compactor Enclosure](#), 2. [Proposed Floor Plan Layout](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title
Skin Alley Compactor Enclosure

Drafter
Rudolph Smith



TO: Mayor and Council
FROM: Department of Public Works, Utilities & Parks
DATE: 2-8-2016
SUBJECT: Skin Alley Compactor Enclosure
CC: Rudolph Smith, City Manager

Presented By: Rudolph Smith, City Manager

Project Description

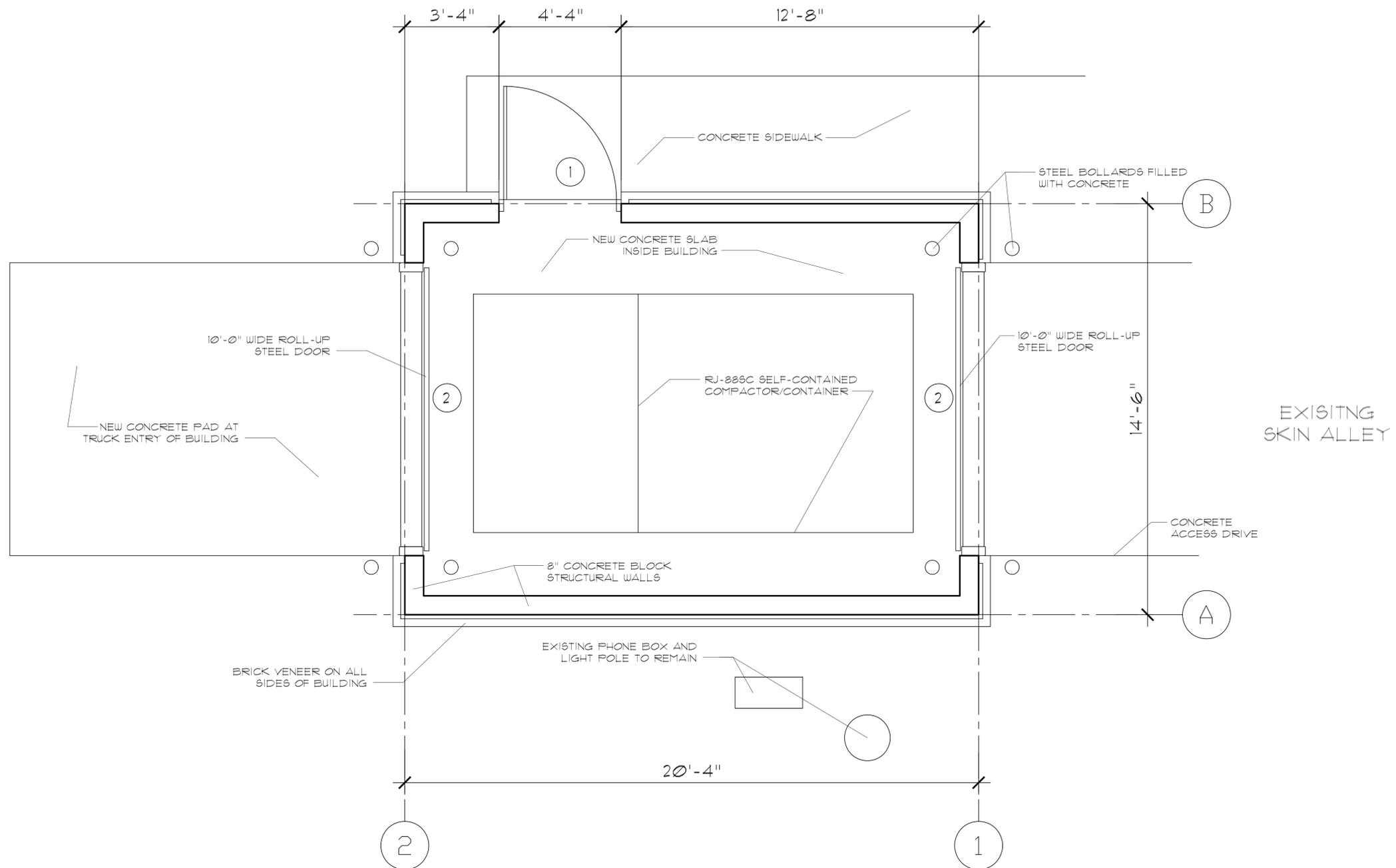
The Department of Public Works, Utilities & Parks conducted an RFP to install a Compactor Enclosure Building in the parking lot of 62 College Street to serve the downtown shops and restaurants on Skin Alley. The Department also conducted an RFQ to receive estimates for storm water upgrades in the area.

- The enclosure RFP resulted in a bid of \$74,650 (Artlantic, Inc).
- The storm water RFQs resulted in the following: \$105,000 (Woodwind Construction Company, Inc), \$131,305 (MVP Piping) and \$168,240 (Site Engineering, Inc).
- We have determined that the storm water work can be performed using in-house staff for about \$20,500.
- The paving of the parking lot will cost \$5,000.

Staff Recommendation: The Department of Public Works, Utilities & Parks is seeking approval to move forward with the Skin Alley Compactor Enclosure project.

Funding Source: N/A

Project Cost: N/A



1 PROPOSED FLOOR PLAN LAYOUT
 A-101 SCALE 1/2" = 1'-0"

PROFESSIONAL SEAL:

 THIS DRAWING IS THE PROPERTY OF MAXDESIGN GROUP, AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANOTHER PROJECT AND SHALL BE RETURNED UPON REQUEST.

MaxDesignGroup
 Architecture - Planning - Interiors
 2862 Buford Highway, Suite 106
 Duluth, Georgia 30096
 Office: 678-584-2322
 Cell: 770-530-5245
 Email: maxdesigngroup@charter.net

OWNER:
 CITY OF NORCROSS
 1720 Peachtree Street
 Atlanta, GA. 30309

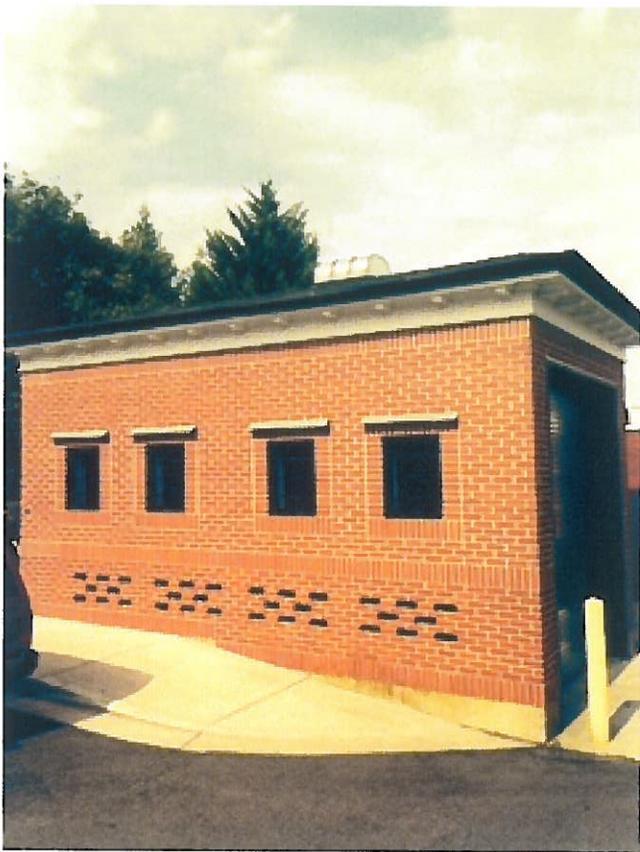
PROJECT:
 SKIN ALLEY
 DUMPSTER
 ENCLOSURE
 Skin Alley - Norcross, GA.

PRINT RECORD	
Description	Date
OWNER REVIEW	11/06/2014
Project number	D14-149
Date	11/08/2014
Drawn by	R.M.M.
Checked by	R.M.M.

DRAWING TITLE:
 PROPOSED FLOOR
 PLAN LAYOUT
 DRAWING NUMBER:
A-101

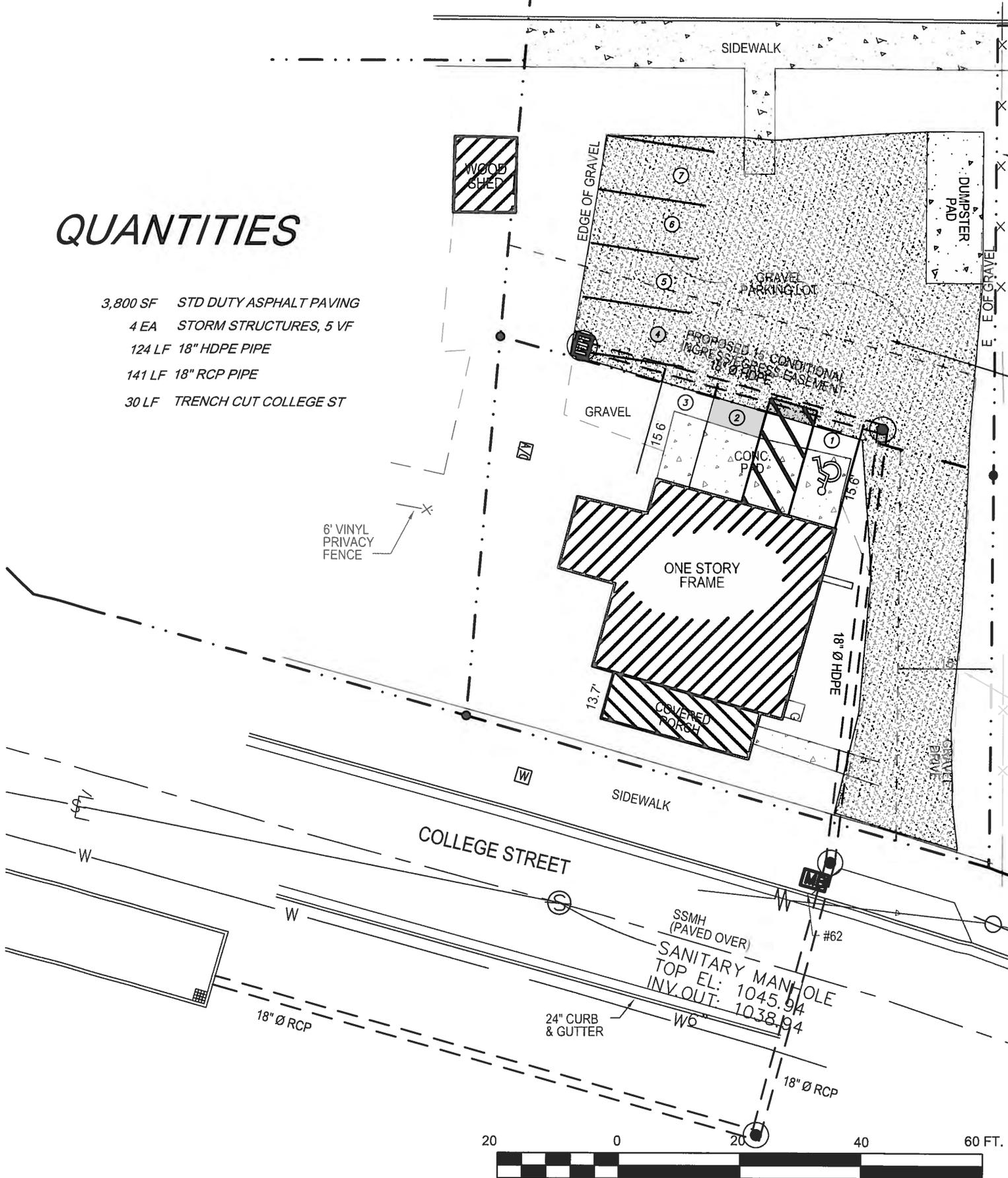
City of Acworth Existing Compactor Enclosure





QUANTITIES

- 3,800 SF STD DUTY ASPHALT PAVING
- 4 EA STORM STRUCTURES, 5 VF
- 124 LF 18" HDPE PIPE
- 141 LF 18" RCP PIPE
- 30 LF TRENCH CUT COLLEGE ST



SCALE: 1" = 20'



Legislation Details (With Text)

File #: 16-4335 **Version:** 1

Type: Agenda Item **Status:** Agenda Ready

File created: 2/4/2016 **In control:** Policy Work Session

On agenda: 2/15/2016 **Final action:**

Title: Discovery Garden Park Bid Proposals

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo -DGP CM Request](#), 2. [Memo - Proposal Summary](#), 3. [DGP Bid and Proposal Summary with Alternates](#)

Date	Ver.	Action By	Action	Result
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Title

Discovery Garden Park Bid Proposals

Drafter

Councilman Josh Bare



MEMO

TO: Mayor and City Council
FROM: Rudolph Smith, City of Manager
DATE: February 11, 2016
SUBJECT: Discovery Garden Park Costs and Options
CC: Rudolph Smith

Presented By: Sean Murphy, b+c Studio

Sean Murphy of b+c Studio has submitted a revised estimate of probable costs with options for Council review. Staff is asking for Council direction to move forward with contract development in preparation for the March 7, 2016, Council meeting.

Staff Recommendation:

Funding Source:

Project Cost:

Greetings Mr. Mayor and Council of Norcross:

Please find attached a detailed spreadsheet enumerating several options for building Discovery Garden Park.

Our original estimate of probable costs had been \$337K. As the CDs were developed over the last year, you all purchased the adjacent property and accordingly the scope crept to add a connection to this park and add other items requested by the board such as cooking cart, rebuilding the entry steps to the back of the welcome center, additional plantings, etc. Also, costs rose in construction in general.

As a result, the total cost of the project with all the bells and whistles and a 10% contingency grew to \$604.3K, which is almost double the original estimate. You may recall the summary we provided on 1/18 for the retreat.

In light of the substantial jump in the projected cost of this project we have asked the bidders to break out a number of sub line items and obtained additional bids for the smaller items such as porta-potty rental, soil testing, survey staking, etc. in an effort to try and identify a solution or solutions that would provide a quality park and garden but still come close to the original estimate.

The attached spreadsheet has four key columns. The first column with numbers is the original bids and qualified bid numbers we have obtained to date. Its total would be the cost if we did everything in the plans to date.

All three subsequent options A, B, and C share deletions (in red) or reductions (in yellow) as described. However the main difference between these options are:

- Option A is a solution that deletes the combined bathroom/shed building but provides a future connection for the bathroom if it is added later, deletes the greenhouse, and adds a simple kit shed of approximately 75sf.
- Option B is the same as A but assumes no bathroom will ever be built and therefore the plumbing number is less as no sewer stub is provided.
- Option C retains the bathroom/shed combo building and accordingly the sewer number is higher and the cost of the shed and slab for the shed is deducted.

If anyone requires a more detailed explanation prior to Policy Work Session on Monday evening, please do not hesitate to get in touch with me or Mrs. Meryl Wilkerson.

Sean J. Murphy, PLA | Design Director

b+c Studio, Inc.

Land Planning and Landscape Architecture

1320 Ellsworth Industrial Blvd | Suite A-1400 | Atlanta, GA 30318

Main 678.990.7691 | Cell 770.630.9205

smurphy@bcstudio.com

www.bcstudio.com

NORCROSS GEORGIA DISCOVERY GARDEN PARK ESTIMATE ANALYSIS FOR BUDGET PURPOSES		ORIGINAL BIDS AND PROPOSALS ALL INCLUSIVE	NO BATHROOM STUB SEWER FOR FUTURE BATHROOM NO GREENHOUSE ADD SHED	NO BATHROOM NO GREENHOUSE ADD SHED	NO GREENHOUSE	VENDOR	NOTES
2/10/2016							
RFP SCOPES		OPTION A	OPTION B	OPTION C			
A. Demolition and Site Work		\$ 32,384.00	\$ 32,384.00	\$ 32,384.00	\$ 32,384.00	Castro	as bid
B. Site Plumbing		\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 15,000.00	Marcus	based on new estimate from Marcus 2/9/16
C. Concrete Flat Work, Walls, and Footings		\$ 29,756.50	\$ 22,500.00	\$ 22,500.00	\$ 21,000.00	Renegotiate	rebid to all - target ALLOWANCE by removing scopes of sidealk at steps, ada ramp, curbing and gutter, footings
D. Bathroom Shed Structure		\$ 50,821.00	\$ -	\$ -	\$ 50,821.00	Deleted	deleted replaced with shed only see below.
E. Picnic Pavilion		\$ 14,700.00	\$ 14,700.00	\$ 14,700.00	\$ 14,700.00	Castro	As Bid accept deduction alternate for substituting Pine for Cedar
F. Fine Carpentry Arbors and Fencing							
Radial Arbor	\$ 9,230.00	\$ -	\$ -	\$ -		Moscrip	deleted
Compost Bins	\$ 2,634.00	\$ 2,634.00	\$ 2,634.00	\$ 2,634.00		Moscrip	as bid
Garden Fence	\$ 13,504.00	\$ 6,350.00	\$ 6,350.00	\$ 6,350.00		amlee fence	removed and bid - as bid today 2/9/16 from Chamblee Fence
Prep Table	\$ 536.00	\$ 536.00	\$ 536.00	\$ 536.00		Moscrip	as bid
Entry Arbor	\$ 8,320.00	\$ -	\$ -	\$ -		Deleted	deleted
Stairs	\$ 1,472.00	\$ -	\$ -	\$ -		Deleted	deleted
Potting Table	\$ 2,432.00	\$ 2,432.00	\$ 2,432.00	\$ 2,432.00		Moscrip	as bid
Vine Posts	\$ 1,108.00	\$ 1,108.00	\$ 1,108.00	\$ 1,108.00		Moscrip	as bid
G. Masonry Elements						Castro	
Entry Wall and Norther ramp Wall	\$ 5,616.99	\$ -	\$ -	\$ -		Deleted	delted wall on north side of ada ramp and entry wal
Columns	\$ 15,000.00	\$ -	\$ -	\$ -		Deleted	deleted entry columns and fence termini
Big Green Egg	\$ 1,039.00	\$ 1,039.00	\$ 1,039.00	\$ 1,039.00		Castro	retained
Greenhouse walls	\$ 6,519.00	\$ -	\$ -	\$ -		Deleted	delted
Remaining masonry	\$ 57,841.01	\$ 57,841.01	\$ 57,841.01	\$ 57,841.01		Castro	as bid
H. Raised Bed All Stone	\$ 73,058.00	\$ 73,058.00	\$ 73,058.00	\$ 73,058.00		Castro	as bid
I. Pavers	\$ 5,445.00	\$ 5,445.00	\$ 5,445.00	\$ 5,445.00		Landmark	as bid - took th elower bid from Landmark vs Castro
J. Greenhouse Kit Construction	\$ 30,609.00	\$ -	\$ -	\$ -		Deleted	deleted
K. Site Electrical	\$ 11,998.22	\$ 12,561.22	\$ 12,561.22	\$ 12,561.22		Marcus	add 563 for stub for future greenhouse
Deduct for Site Area Light	\$ (1,230.00)	\$ (1,230.00)	\$ (1,230.00)	\$ (1,230.00)		Marcus	include this alternate to remove the area light in favor of free ligh from city of Norcross Powe
L. Landscaping							
Plants Only	\$ 33,178.04	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		Deleted	delete 80% - donate and phase in the rest over time
Irrigation	\$ 20,795.51	\$ -	\$ -	\$ -		Deleted	delete and hand water
Furniture	\$ 25,000.00	\$ -	\$ -	\$ -		Deleted	delete
Water Feature	\$ 5,398.13	\$ -	\$ -	\$ -		Deleted	delete
Misc	\$ 28,658.32	\$ 28,658.45	\$ 28,658.45	\$ 28,658.45		Castro	as bid remaining items - slate, steel edging, etc.
BID SUBTOTAL		\$ 500,823.72	\$ 285,016.68	\$ 282,016.68	\$ 334,337.68		
OTHER SCOPES							
Construction Staking	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		SPG	Negotaited rate with SPG per written agreement
Soil and Concrete Testing	\$ 2,115.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00		NOVA	Negotaited rate with NOVA per email
Kit Shed Volunteers	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -		Volunteers	allowance for shed and concrete
Porta Potty	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00		TBD	Per proposals 2/9/16 avearge <\$100/month
Relocate Existing Trees	\$ 1,500.00	\$ -	\$ -	\$ -		Deleted	delete this cost and just demo trees
Pressure Washing and Misc odds and ends	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		City staff	use public works staff for small odd jobs like final pressure washing, construction trash haul off, dumpster, etc
Furnishings (cooking cart, benches, trash, picnic, etc.)	\$ 23,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		Misc	Allowance for some and Donate and phase in as needec
Steel hand rails	\$ 5,000.00	\$ -	\$ -	\$ -		Deleted	if we don't redo the steps or build ramp this is not needec
OTHER SCOPE SUBTOTAL		\$ 38,015.00	\$ 22,400.00	\$ 22,400.00	\$ 17,400.00		
PROJECT SUBTOTAL		\$ 538,838.72	\$ 307,416.68	\$ 304,416.68	\$ 351,737.68		
Contingency 10%		\$ 53,883.87	\$ 30,741.67	\$ 30,441.67	\$ 35,173.77		Limit the contingency to 10%
GRAND TOTAL		\$ 592,722.59	\$ 338,158.35	\$ 334,858.35	\$ 386,911.45		



Legislation Details (With Text)

File #: 16-4315 Version: 1
 Type: Agenda Item Status: Agenda Ready
 File created: 1/18/2016 In control: Policy Work Session
 On agenda: 2/15/2016 Final action:
 Title: Annexation

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
Annexation

Drafter
Rusty Warner



Legislation Details (With Text)

File #: 15-4263 **Version:** 1

Type: Agenda Item **Status:** Acknowledged

File created: 12/16/2015 **In control:** Policy Work Session

On agenda: 2/15/2016 **Final action:**

Title: National Citizen Survey

Sponsors:

Indexes:

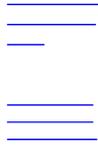
Code sections:

Attachments: 1. [National Citizen Survey Reference](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		
12/21/2015	1	Policy Work Session	Referred to the	

Title
National Citizen Survey

Drafter
Rudolph Smith



Begin forwarded message:

From: Marty Allen <MAllen@suwanee.com>
Subject: National Citizen Survey
Date: December 14, 2015 at 10:53:37 AM EST
To: "Bucky Johnson (bucky@norcrossga.net)" <bucky@norcrossga.net>
Resent-From: <bucky@norcrossga.net>

Mayor Johnson,

As discussed, we participate in the National Citizen Survey every two years. I believe that the cost is around \$12,000 per survey. It is an independently administered random survey of your citizens. You get raw data about your city plus comparative data for other participating jurisdictions all over the country.

Here is a link to their website for more information: http://icma.org/en/results/management_strategies/leading_practices/data_driven_communities/national_citizen_survey

Here is a link to our website with our all of our [reports](#) and a link to our most recent [2014 Report](#), and [2014 Summary of Findings Dashboard](#) and [2014 Custom Dashboard Report](#) .

Good luck.

Marty

Marty Allen, City Manager
City of Suwanee
330 Town Center Ave.
Suwanee, GA 30024
770-945-8996



Legislation Details (With Text)

File #: 15-4215 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 9/17/2015 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Special Needs Certified

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Our Story - Special Needs Certified](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		
9/21/2015	1	Policy Work Session	Discussed	

Title
Special Needs Certified

Drafter
Rudolph Smith



AJC.com

MODERN LUXURY
JEZEBEL

Rejuvenate
MEETINGS INSPIRATION

Our Story

The age-old Golden Rule is the foundation of The Golden Soldiers, a faith-based nonprofit organization I founded. We're focused on spreading the idea of "do unto others as you would have them do unto you" by hosting events for individuals with special needs and their families.

The group was created to perform random acts of kindness, but turned into something much more when I volunteered at a kids' baseball game. I was buddied up with Brent, a young baseball player with special needs, and we had a blast. We talked about all sorts of things, and he loved playing with my car keys. After the game, my wife, Melanie, and I were making our way back to the car, when I looked back to see Brent chasing after me with his mom doing her best to keep up. I stopped, turned around and was compelled to run toward him too. When we met, he gave me a huge hug and kept telling me how thankful he was I played baseball with him. I remember being in awe of how grateful he was for our new friendship. After meeting Brent, I began praying about the purpose of The Golden Soldiers. It was during one of these prayers when I felt the charge to focus on hosting events for individuals and families with special needs.

Seven years have gone by since The Golden Soldiers was formed. For years I was working in the software industry during the week and holding events on the weekends. I felt I was honoring my calling, but I was ready for the next step. Families with special needs began telling me how they were treated with the utmost

acceptance and kindness at our events, but did not feel they received the same treatment when they ventured out on their own. These conversations would keep me awake at night.

One morning while sitting at a coffee shop, it came to me that I could educate people on how to better treat individuals with special needs. My life was about to change yet again.

Last year, I stepped out in faith, quit my day job and launched a social enterprise called Special Needs Certified. The company educates businesses, cities, churches, volunteers and other organizations to better understand, engage with and serve people with special needs. Special Needs Certified also has an online platform where families and individuals can find special needs-friendly businesses in their cities, share their experiences and engage in conversations with the community. In a few short months, multiple cities have become special needs-certified, and 23 states now have special needs-certified businesses through our program.

My faith has taught me to judge no one, forgive everyone and love always. If I can remember to do this and teach others to do the same, then I am confident we can create a society where everyone, regardless of their abilities, will feel love and acceptance.

Lindsey L. Turner is founder of The Golden Soldiers and Special Needs Certified. If your organization or conference needs to train volunteers, employees, or a session leader to speak on the subject of special needs, we would be happy to partner with you, offer training, or attend your event. For more information, [contact us](#).

What We Do

Create a society where everyone, regardless of their abilities, is treated with love and acceptance.

How We Do It

Educate cities, businesses, and organizations about the population with special needs, how to properly interact with someone with special needs, and how to create accepting environments.

Moving Forward

Our goal is to have certified cities, businesses, and organization in every state, as well as help provide employment opportunities for individuals with special needs and disabilities.



Legislation Details (With Text)

File #: 16-4292 Version: 1

Type: Agenda Item Status: Agenda Ready

File created: 1/12/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Discussion on Historic Preservation

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Proposed HPD map](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
Discussion on Historic Preservation

Drafter
Councilman Levy

Proposed Historic Preservation District



0 75 150 300 450 600 Feet



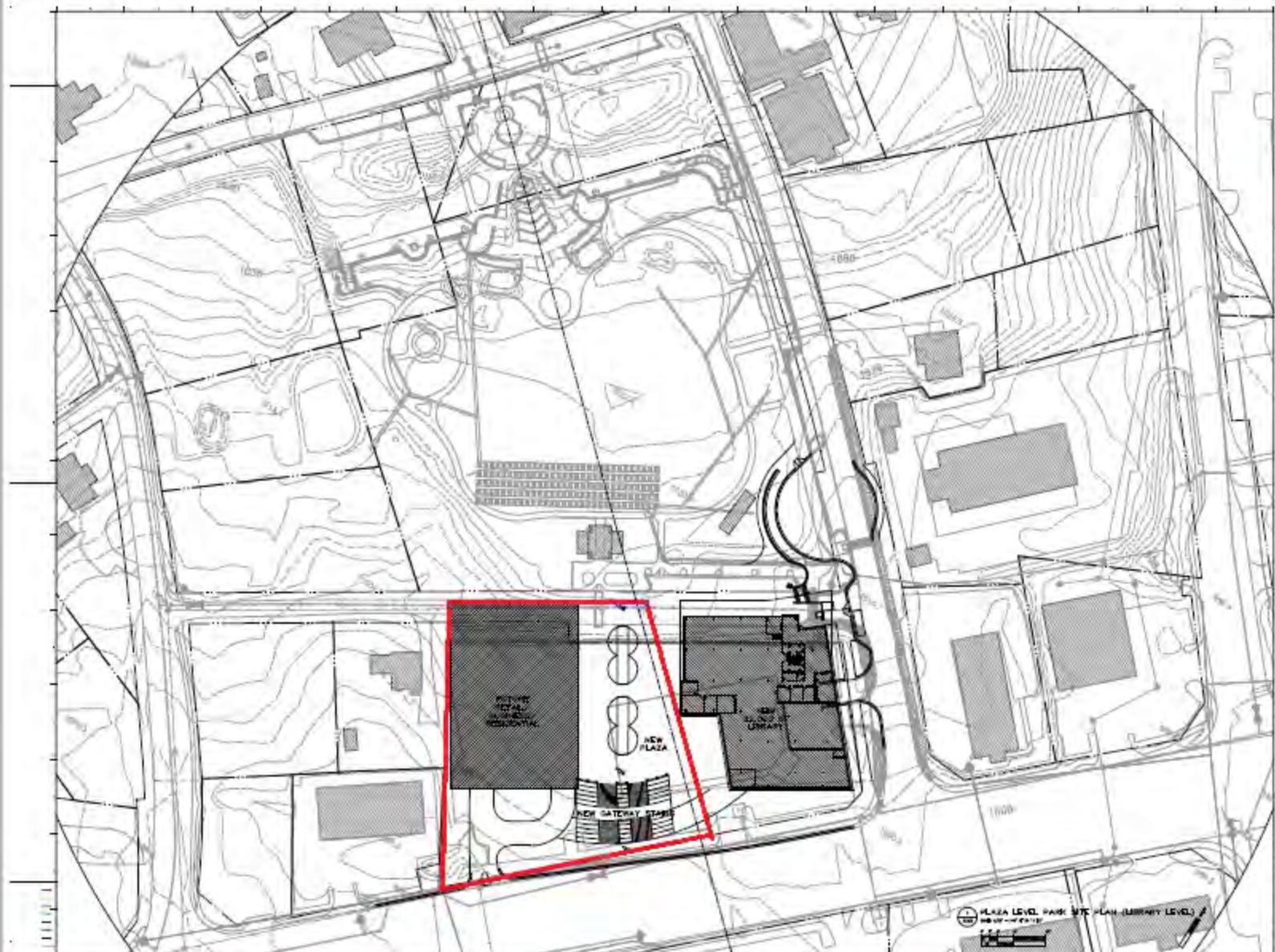
Legislation Details (With Text)

File #: 16-4333 Version: 1
 Type: Agenda Item Status: Agenda Ready
 File created: 2/4/2016 In control: Mayor and Council
 On agenda: 2/15/2016 Final action:
 Title: Amend IGA with DDA to Include Excess Land from Library Site located at 5735 Buford Hwy
 Sponsors:
 Indexes:
 Code sections:
 Attachments: 1. [Property to add to the DDA IGA](#)

Date	Ver.	Action By	Action	Result
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Title
 Amend IGA with DDA to Include Excess Land from Library Site located at 5735
 Buford Hwy

Drafter
 Councilman Bare



Architecture

Project Name: _____
 Drawing No: _____
 Date: _____

FOR LIBRARY DRAWING ONLY

THE NORCROSS BRANCH OF THE GWINNETT COUNTY PUBLIC LIBRARY

A110

15151_06_A110_20160203.pdf



Legislation Details (With Text)

File #: 16-4305 Version: 1

Type: Agenda Item Status: Acknowledged

File created: 1/15/2016 In control: Policy Work Session

On agenda: 2/15/2016 Final action:

Title: Webb Park Library and Deck

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Library & Parking Deck](#), 2. [Parking Deck Concept & Library Plans](#), 3. [Concept Drawing](#)

Date	Ver.	Action By	Action	Result
1/25/2016	1	Retreat		

Title
Webb Park Library and Deck

Drafter
Councilman Bare



MEMO

TO: Mayor and City Council

FROM: Councilman Bare

DATE: 2/5/2016

SUBJECT: Library and Parking Deck Discussion

Dear Mayor and Council,

One of the main challenges for the businesses in our downtown and their economic health is that people drive around our town and don't know that they are passing it by. For a long time we've talked of projecting our downtown brand down to Buford Hwy in the hopes of drawing people in to shop and eat and attend an event.

We finally have everything lined up to accomplish that in that we own about 1400 feet of frontage along Buford Hwy directly connected to Lillian Webb Park and our downtown. About 900 feet of that frontage is the property at 5735 Buford Hwy that this proposed parking deck and county library will be on. It is great that we were able to secure this frontage without the use of eminent domain as now we are not limited to how it is developed.

I fully support and am excited by the thought of having a new county library on the park and serving as a bookend to the hopeful future development along this frontage. It will serve as a wonderful community hub and be very walkable for folks that live on the Buford Hwy corridor and our downtown.

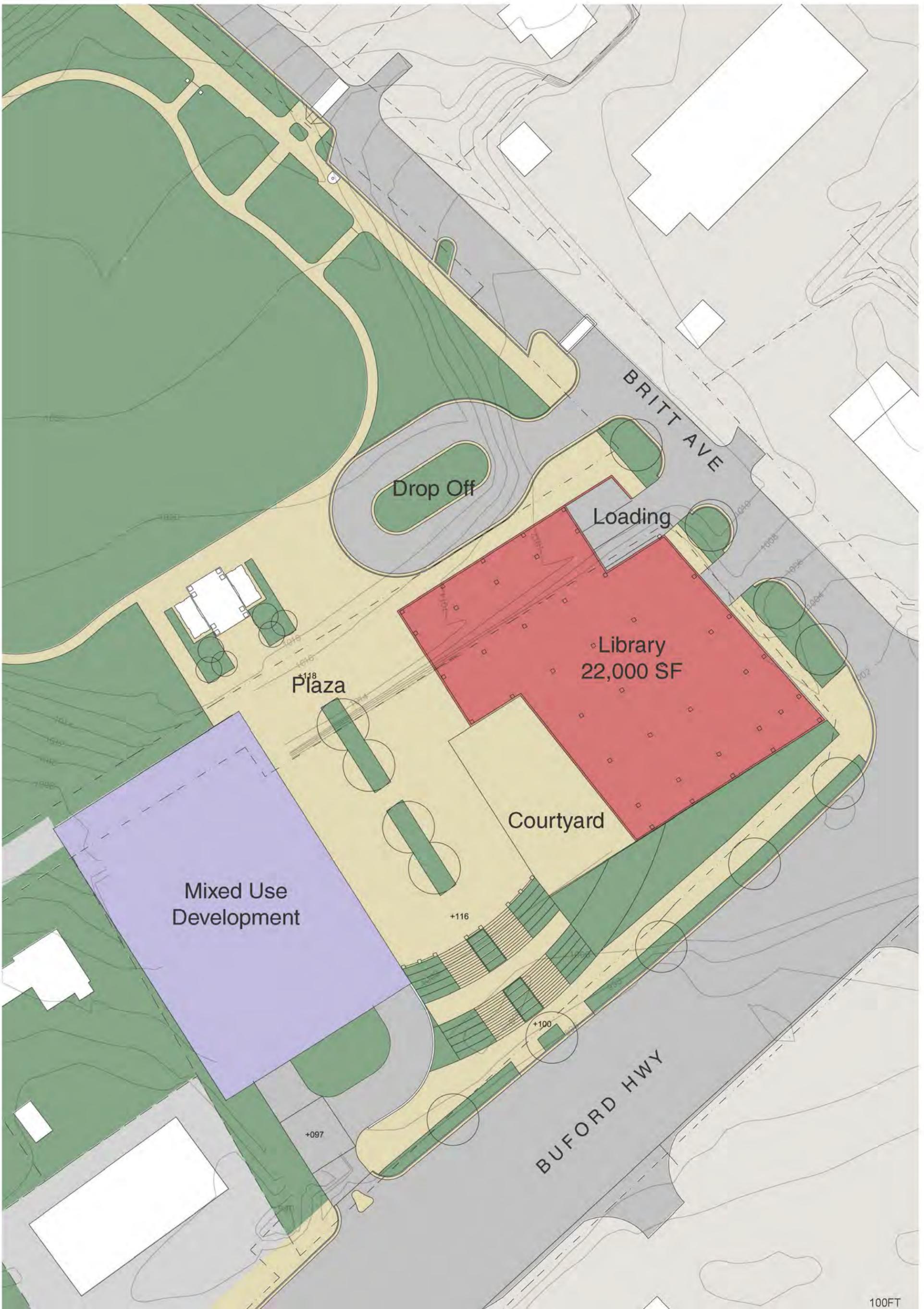
I have some reservations though, about the City building the parking deck next to the library. I think we would be better served to be spending tax payers dollars on a parking deck by the community center that would be useful not only for our downtown visitors but also for Lillian Webb Park. We are starting to talk about a serious cost in infrastructure to build this proposed parking deck to support building above it and we don't even know if a developer would be interested in that. In addition I don't think that this sort of development stacked on top of the two story parking deck would be welcoming or inviting to folks driving or walking along Buford Hwy. In my opinion if we developed 65% of the frontage along Buford Hwy with a parking deck and library and no ground

level retail or at least a façade of retail we are passing up the opportunity to project the brand and character of our downtown that way.

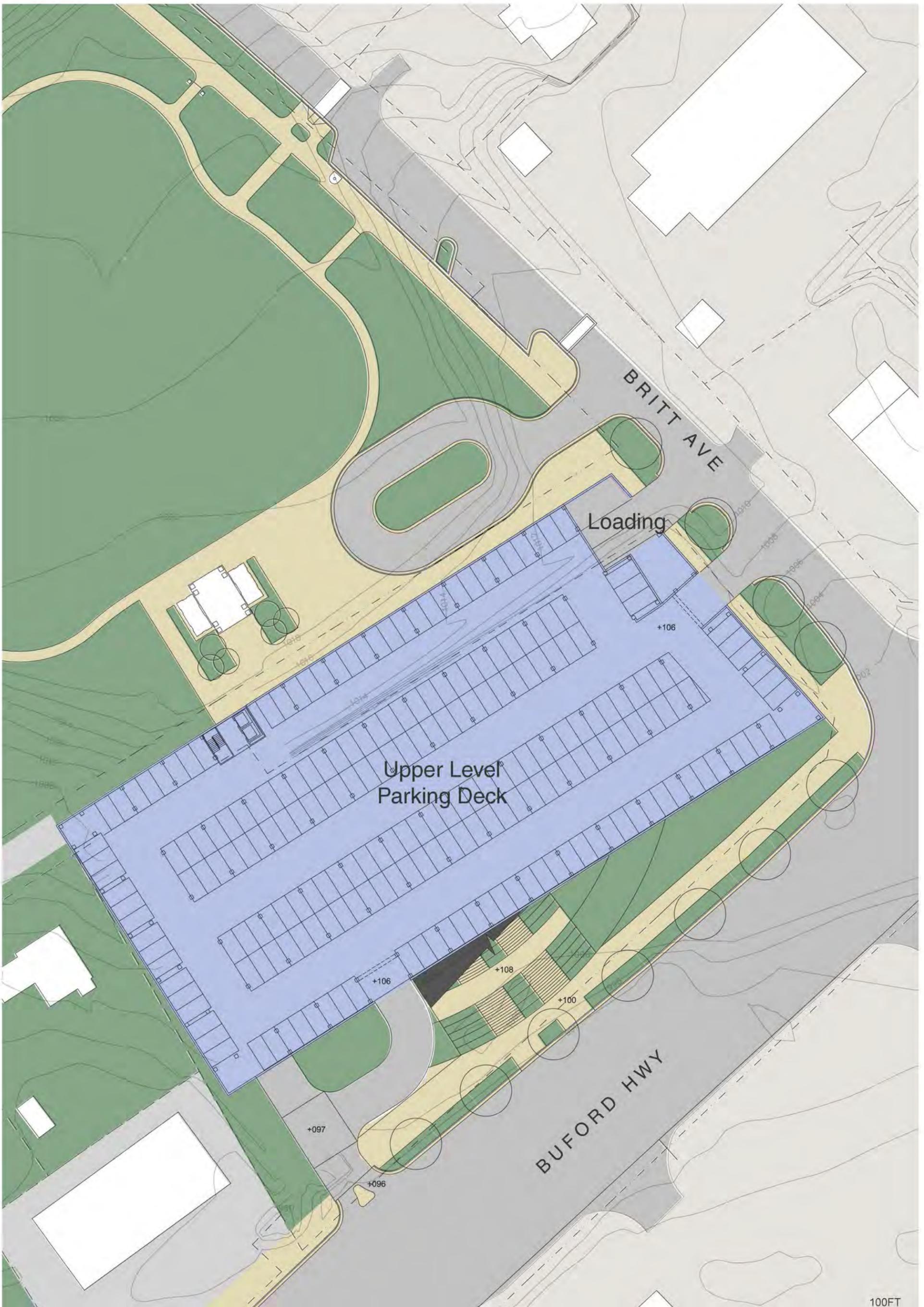
Only having a single deck under the library building isn't getting the most out of the topographical drop to the property either in my opinion. If the library had a double deck under it then all of the spaces they need could fit there and a three story elevation would be more in keeping with further development along Buford Hwy.

At the end of the day the plans that I've seen for the development with the structure at an angle to Buford Hwy seem out of character and uninviting. I think we need to spend some more time on our plan – we only get one chance to get this right and we've only owned the land at 5735 Buford Hwy for 6 months.

Thanks for your consideration,
Josh

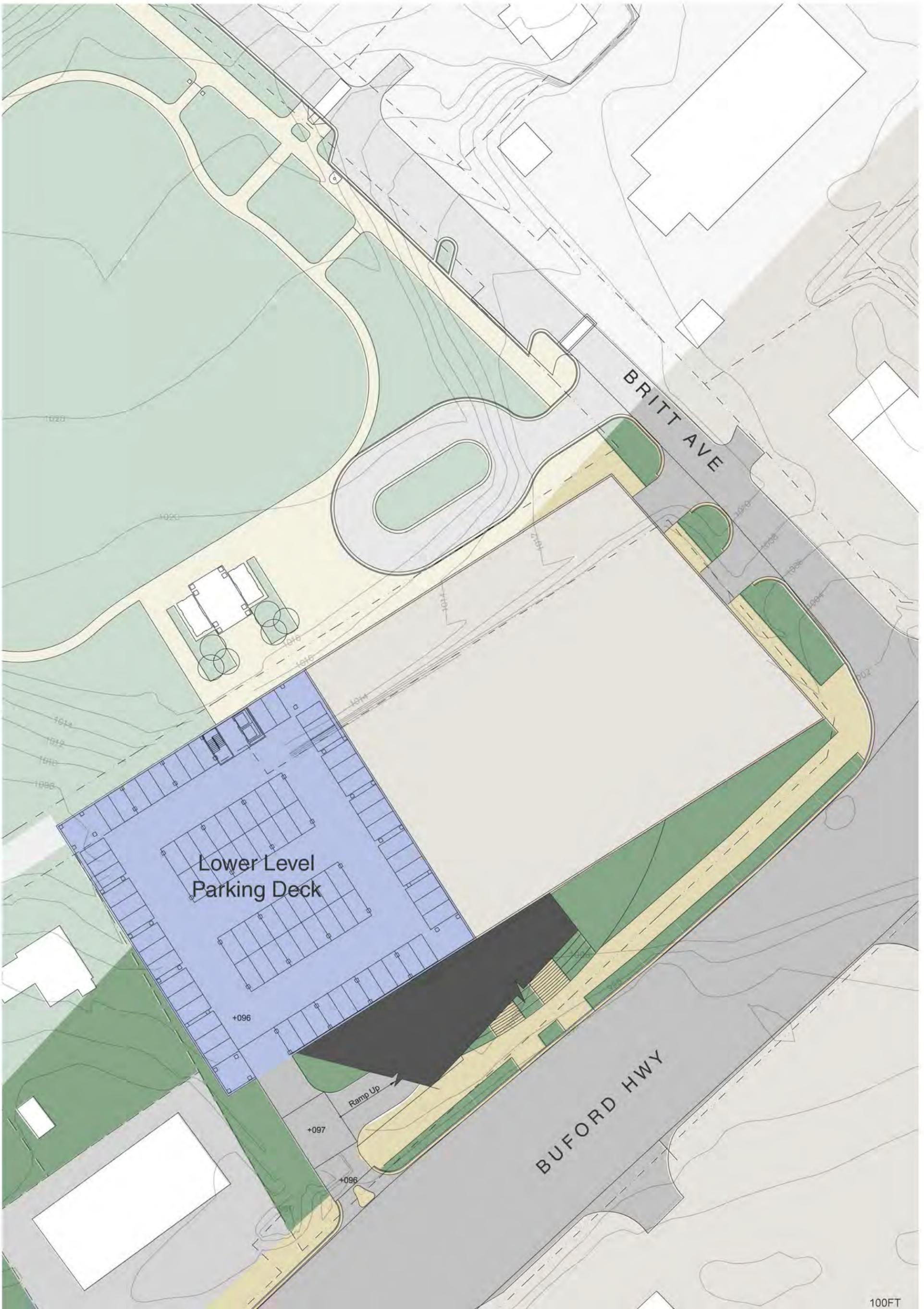


Plaza Level EL.118



215 Parking Spaces

Upper Parking Level EL.106



85 Parking Spaces

Lower Parking Level El. 096



Perspectives



Legislation Details (With Text)

File #: 16-4288 **Version:** 1

Type: Agenda Item **Status:** Tabled in Council

File created: 1/12/2016 **In control:** Policy Work Session

On agenda: 2/15/2016 **Final action:**

Title: Discuss Public Plaza between Buford Highway and Lillian Webb Park

Sponsors:

Indexes:

Code sections:

Attachments: 1. [LCI pages](#), 2. [Renderings](#)

Date	Ver.	Action By	Action	Result
2/1/2016	1	Mayor and Council		
1/19/2016	1	Policy Work Session		

Title
Discuss Public Plaza between Buford Highway and Lillian Webb Park

Drafter
Councilman Bare

NORCROSS CITY COUNCIL

Bucky Johnson, Mayor
Andrew Hixson
Ross Kaul
David McLeroy
Craig Newton
Charlie Riehm

PROJECT MANAGEMENT TEAM

Tixie Fowler | Norcross Public Relations and Marketing Specialist
Cate Kitchen | Norcross Downtown Development Authority
Chris McCrary | Norcross Community Development
Charlie Riehm | Norcross City Council
Jonathan Tuley | Atlanta Regional Commission
Rusty Warner | Norcross Economic Development

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Rachel Cook
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Pat Eidt
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Brian Mock
Tanya Moore
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Richard Fangmann, PE, PTOE | Transportation Planning Lead
Daniel Studdard, AICP | Transportation Planning Support
Allie Looft | Land Use Planning Support

Huntley Partners

Rick Padgett | Economic and Market Advisor

Morris & Fellows

Cheri Morris | Retail Advisor

Open Air Architecture

Cindy Cox | Illustrator

THE 4 C'S OF SUCCESSFUL RETAIL

- CRITICAL MASS** lots of stores and restaurants to complement each others' success
- CONCURRENCY** shops should not all look the same, yet should work well with one another in scale and architectural style

- CONTIGUITY** easy to walk from place to place, well connected, leads you along
- CONVENIENCE** no barriers to keep shoppers and diners from visiting and lingering

Figure 48. Historic Downtown Key Catalyst Projects



Table 16. Historic Downtown Demand Met by Land Use Type

Land Use Type	Demand	Provided	% Met
Retail (sq feet)	529,180	119,600	23%
Services (sq feet)	19,222	-	0%
Office (sq feet)	662,973	32,200	5%
Industrial (sq feet)	267,641	-	0%
Apartment (units)	964	231	24%
Town/Condo (units)	47	26	55%
Single Family units	285	20	7%

Table 17. Historic Downtown Total Square Footage Added

Project Area	Use	Sq Ft/Units	Description
1 Skin Alley	Retail	1,800	Restaurants and retail fronting Skin Alley, commercial uses in houses, and a plaza space
	Residential	6	
	Office	-	
2 Lillian Webb Parcels	Retail	15,400	3-4 story mixed use with retail and residential, parking deck wrapped with townhouses
	Residential	48	
	Office	-	
3 Buford Highway Anchor West	Retail	24,000	Mixed use structure up to 5 stories with residential, office, and retail
	Residential	54	
	Office	22,000	
4 Buford Highway Welcome Plaza	Retail	47,450	Restaurant (12,000-16,000 SF) and retail surrounding a public plaza that ties to Lillian Webb Park
	Residential	-	
	Office	-	
5 Buford Highway Anchor East	Retail	20,000	Mixed use structure up to 5 stories with residential and retail
	Residential	150	
	Office	-	
6 Lillian Webb Park	Retail	10,950	Space for markets, civic building at the crest of Jones Street, and 20 new single-family homes
	Residential	19	
	Office	-	
7 Downtown Office	Retail	-	Small, boutique-type office infill and a parking deck wrapped with retail
	Residential	-	
	Office	10,200	
Total	Retail (sq ft)	119,600	
	Res. (units)	277	
	Office (sq ft)	32,200	

HISTORIC RESOURCES

Much of the identity for the downtown emanates from its history and the historic commercial and residential structures that exist. New commercial and residential structures should be sensitive to the existing context of the historic character and will follow the Architectural and Site Design Standards. However, where there is aggregation of parcels in order to encourage redevelopment, allowances should be made for the relocation of historic structures.

Project #2 Lillian Webb Parcels – This site provides opportunity for infill development consisting of a mixed use 3-4 story building with retail on the ground floor and residences on floors 2-4; an integrated parking deck wrapped with townhomes on Carlyle Street and Magnolia Street; the addition of a mixed use building at the corner of Holcomb Bridge Road and Magnolia Street and additional infill retail space. Parking is provided by both a structured deck as well as surface parking. Historic structures are incorporated into the redevelopment plan. Redevelopment anticipates 48 new residential units.

Project #3 Buford Highway West – This redevelopment opportunity anchors the southwest corner of the Historic Downtown District and provides new residential, office, and retail opportunities, while protecting the historic structure already located on the northeast corner of the property. Redevelopment occurs at heights up to 5 stories with structured parking wrapped by a mixed use project (then stepping down in height as the development approaches Magnolia Street). This area anticipates 54 new residential units, 22,000 square feet of office and 47,450 square feet of retail.

Project #4 Buford Highway Welcome Plaza -

Buford Highway Plaza will enhance the vitality of Lillian Webb Park, serve as the front door to Norcross, enhance the visibility of Historic Downtown and serve as a linkage to the rest of the City. It will be welcoming, inviting, aesthetically pleasing, active, and connecting. The redevelopment of the plaza envisions the removal of the current structures that are located on the parcel reorganizing and orienting the structures to create an internal plaza that links Buford Highway to Lillian Webb Park both physically and visually. The end uses envisioned for the commercial structures would ideally be restaurant tenant lining Bostic Street with outside oriented dining looking out over the park and the newly created Plaza. Buildings in general should be

designed to front both Buford Highway as well as the surrounding streets. The high quality development along with the new retail, restaurants and plaza will serve as a magnet to those traveling along Buford Highway, connect Norcross across Buford Highway, energize Lillian Webb Park, and create a true sense of arrival to Downtown Historic Norcross. Redevelopment should also work to relocate the existing market to a nearby space, perhaps appropriate as a tenant for the East or West Anchor sites.

Project #5 Buford Highway East - Buford Highway East envisions the redevelopment of area with a 4-5 story mixed use project with retail on the ground floor along with residential units. Streetscape enhancements should be made on Buford Highway with wide sidewalks and an ample landscape zone for buildings. A small parking area would be appropriate in front of the building for the retail uses that are anticipated on the ground floor. The project also envisions a structured parking deck as well as an internal courtyard to serve residents. This development will serve to anchor the northeastern edge of the front door of Norcross. Access to the parcel should be taken off of Britt Ave. or Mitchell Road.

Project #6 Lillian Webb Park - is further enhanced through a public space on the northwest corner of the park that will be used for “market” space with temporary shelters for events such as the farmers market or artist market. This northwest corner should remain undeveloped with no new structures to maintain the connectivity from Skin Alley to Lillian Webb Park via a new linkage in the proposed plaza between Skin Alley and College Street. Additionally, parking is limited for these parcels in the northwest corner of the park, so they will be ideally used as event space rather than a use with a dedicated demand. The northeast corner will see the development of a new 7,500-square foot one- to two-story building anchoring the northeast corner at the crest of Jones Street where it terminates into the park.

This building anchors this corner and serves as a draw for those visiting shops and restaurants along Jones Street to make their way to the “top of the hill.” This building will be of high quality and similar vernacular to the surrounding historic structures and is appropriate for a civic use. Lillian Webb Park is energized through additional activities and functions programmed for the park space. The southwest side of the park is anchored with the pending development of approximately 20 single family homes.

Project #7 – Downtown Office – A number of small, boutique-type office spaces fill in existing development on the southeast side of Wingo Street, behind City Hall. These spaces are ideal for small start-up companies, shared office space, and professional services, attracting professionals who wish to work in downtown Norcross. Future occupants may also include uses such as karate or dance studio spaces. Additionally, a parking deck off of Jones Street provides ample parking for city employees, patrons and employees of downtown restaurants, and office workers. Shared parking agreements allow access to the deck throughout the day by different users.

Project #8 – Plazas and Downtown Trail – The historic downtown is linked through a series of pedestrian trails, on-street networks and alleys connecting all existing and proposed redevelopment areas. In addition there are seven plazas/parkettes linked by the trail and incorporated into redevelopment. One plaza already exists, located at the entrance to Lillian Webb Park. The network of trails and plazas meets the social, recreational, and cultural needs of the city while linking the downtown in a pedestrian oriented and friendly manner. Plaza spaces provide opportunities for gatherings and should be themed appropriately to meet the overall feel of the redevelopment areas. Materials used throughout the plazas and connecting trails should be consistent, whether brick, colored pavement, or pavers. Plazas are incorporated into redevelopment parcels and should be

deeded back to the city as public space. It is recommended that developers team with the Norcross Arts Alliance and provide different themes of art to be displayed within the plazas.



URBAN DESIGN

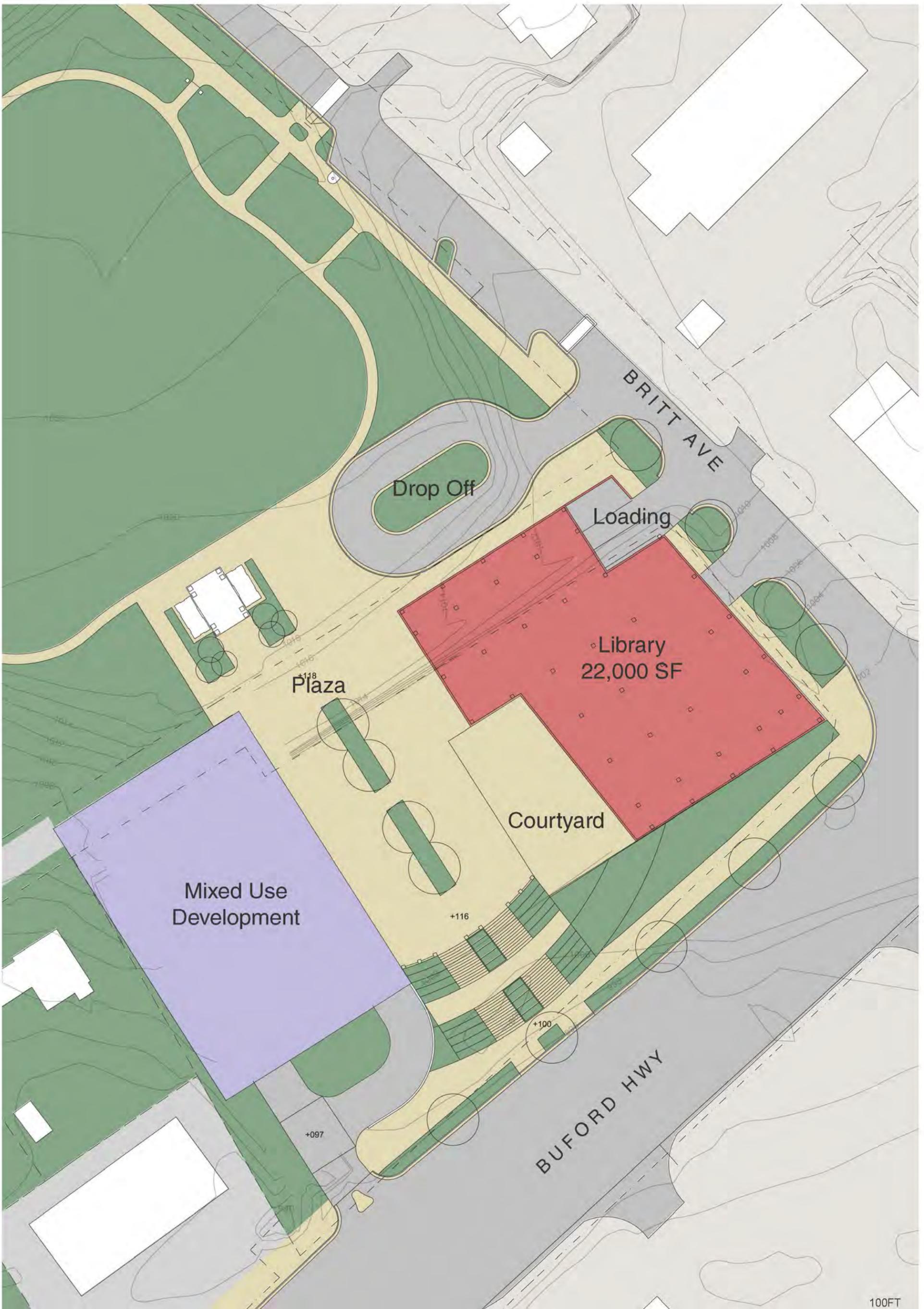
In areas where there is increased density proposed, design should be sensitive to surrounding residential and commercial heights of existing structures.



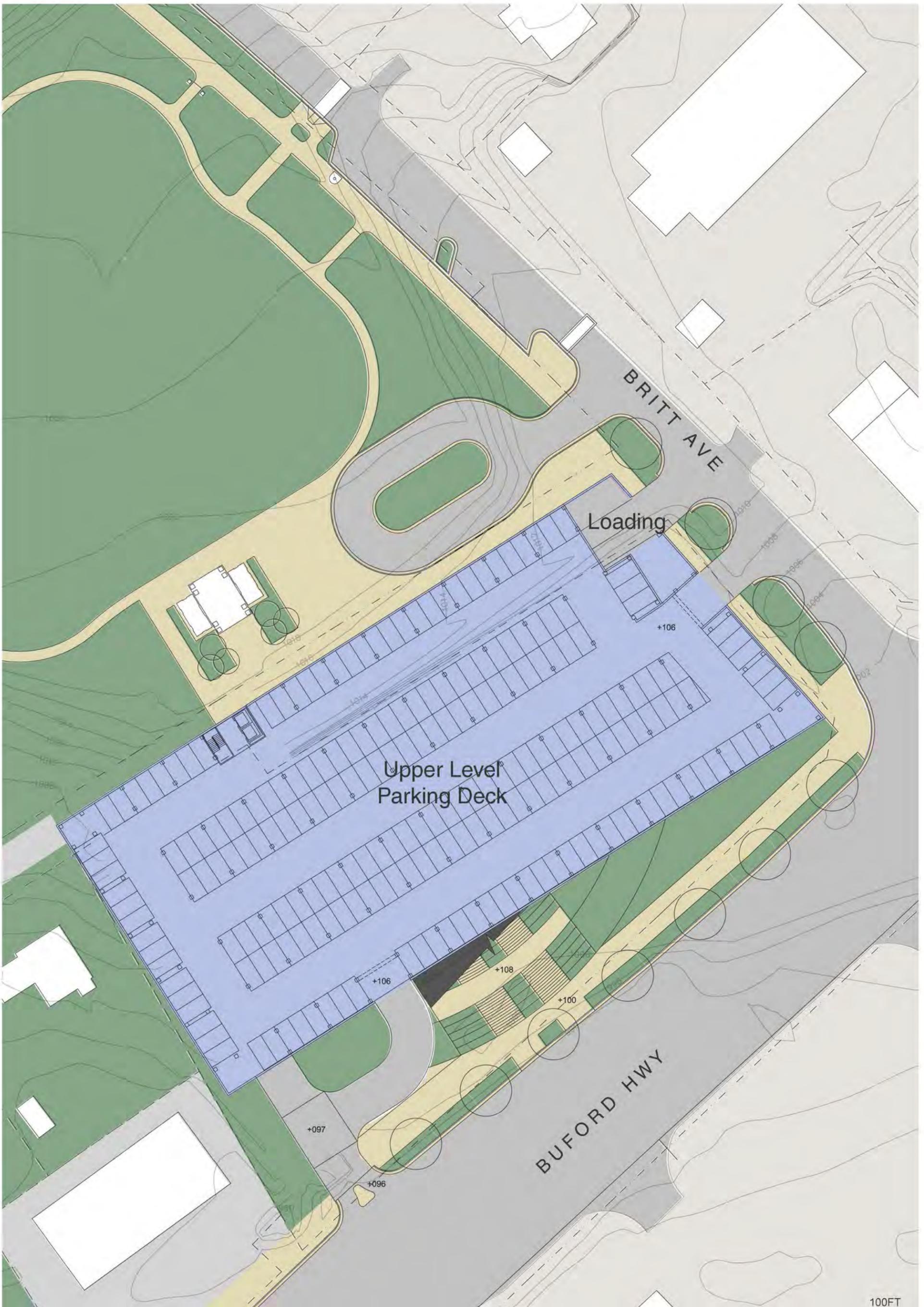
Figure 52. Key Catalyst Project: Buford Highway Welcome Plaza, Rendering of Proposed Redevelopment



Lillian Webb Park is enhanced through a public space on the northwest corner of the park that provides a market space, with temporary shelters for events such as the farmers' market or arts and crafts markets. The northeast corner will see the development of a new civic building to draw visitors from the restaurants on Jones Street to the top of the hill at College Street. The southwest side of the park includes the development of approximately twenty single-family homes.



Plaza Level EL.118

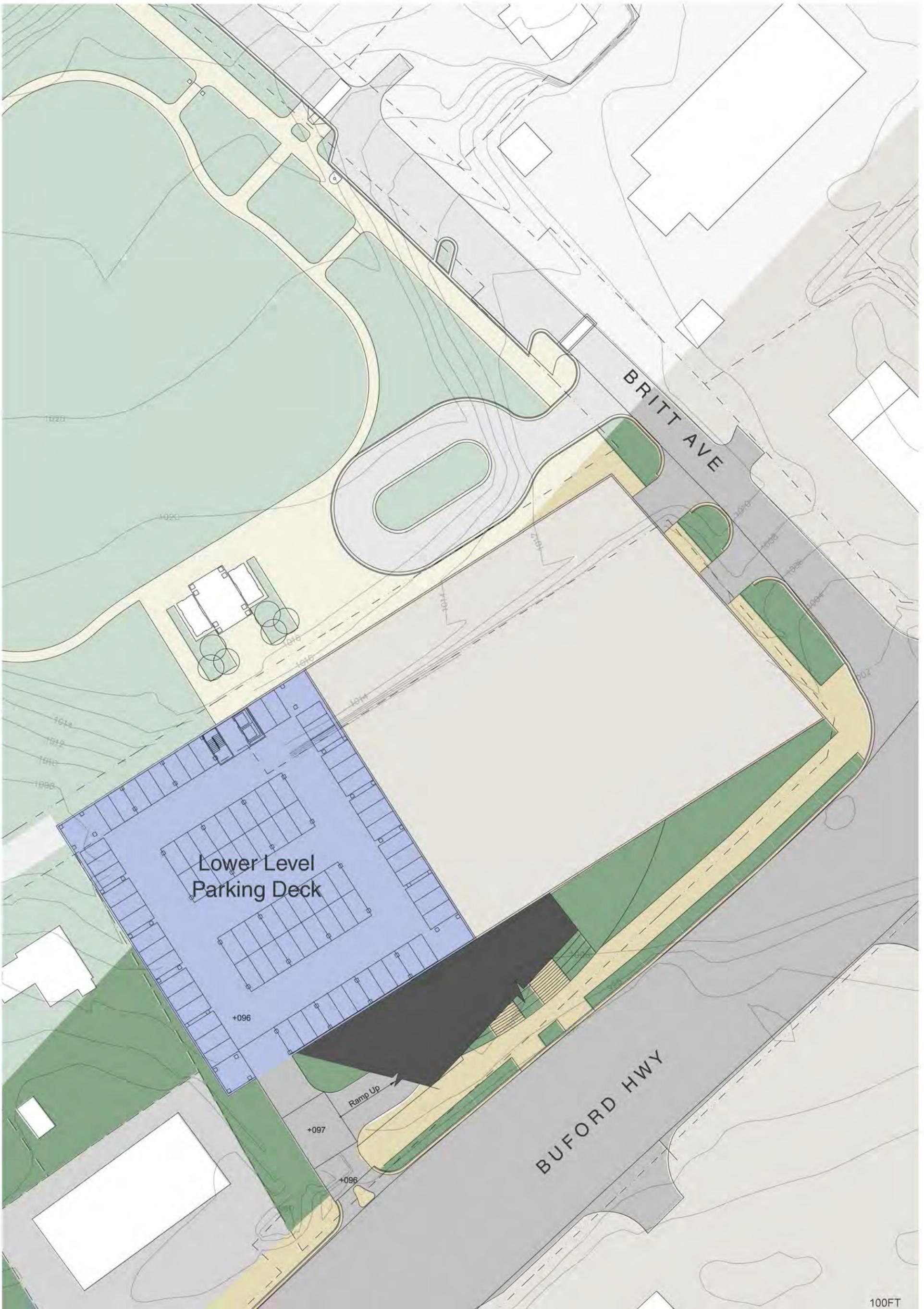


100FT



215 Parking Spaces

Upper Parking Level EL.106



85 Parking Spaces

Lower Parking Level El. 096



Perspectives