

# City of Norcross

*65 Lawrenceville Street  
Norcross, GA 30071*



## Meeting Agenda

**Monday, March 7, 2016**

**6:30 PM**

**Council Chambers**

### **Mayor and Council**

*Mayor Bucky Johnson  
Mayor Pro Tem Craig Newton*

*Council Member David McLeroy*

*Council Member Andrew Hixson*

*Council Member Josh Bare*

*Council Member Pierre Levy*

**A. Call to order by Mayor Bucky Johnson**

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

**B. Prayer****C. Pledge of Allegiance to the Flag of the United States of America****D. Roll Call (recorded)****E. Presentation of previous meetings minutes for acceptance and acceptance of the agenda as presented for scheduled meeting.**[16-4349](#)**Approval of Previous Meeting Minutes**

Attachments: [CC - Minutes - 02-01-2016 - Regular Mtg.](#)

[CC - Minutes - 02-15-2016 - Policy](#)

[16-4350](#)**Acceptance of the Agenda****F. Ceremonial Presentations, Recognitions, and Swearing In Ceremonies****G. Floor Open to Citizens Desiring to Address the Governing Authority**

a. The floor is open to citizens desiring to address the governing authority

b. Comments by Council

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

Attachments: [Staff Report SUP2016-0001 3-7-2016 M&C](#)

*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 with P&Z comments](#)

*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.*

I. **Reports of the Mayor and Council Members**

a. **General Announcements**

\*\*\*\*\**March Events*\*\*\*\*\*

*March 4-13 – Love, Loss, and What I Wore, Friday and Saturday at 7 p.m., Sundays at 2 p.m., Lionheart Theatre*  
*March 11 - Farm and Food Film Festival Fundraiser, 7 p.m., Norcross Community Center*  
*March 14 - Movie Monday, Antman, 1:30 p.m. & 6:30 p.m., Norcross Community Center*  
*March 16 – Parks Master Plan Revisions Public Input Meeting, 6:30 – 8:30 p.m., Norcross Community Center*  
*March 18 – Wide Open Atlanta Collage Society Exhibit Opening Reception, 6:30 p.m., The Rectory*  
*March 21 – Policy Work Session, 6:30 p.m., City Hall, 2nd Floor Conference Room*  
*March 22 - 2nd annual Girls Night Out for a Good Cause, Tuesday, 7pm in the Community Center ballroom*  
*March 26 - Easter Egg Hunt, 10 a.m., Rossie Brundage Park*  
*March 28 - Movie Monday, Mission Impossible, Rogue Nation, 1:30 p.m. & 6:30 p.m., Norcross Community Center*

J. **Board Appointments**

[16-4351](#) **Board Appointments**

K. **Consent Agenda**

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:** [DGP 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:** [SF Safety Analysis Report](#)  
[Official Minutes to Install Stop Signs](#)  
[Official Minutes to Removal of Stop Signs](#)  
[npd memo](#)

*At February's council meeting, staff was directed to begin request to erect stop 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](#)  
[City Attorney Opinion - Summer Concert Tables](#)

*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. [16-4340](#) **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.*

8. [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.*

9. [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*

10. [16-4336](#)**Skin Alley Compactor Enclosure**

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

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

11. [16-4335](#)**Discovery Garden Park Bid Proposals**

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

*The original estimate of probable costs were \$337K. As the CDs were developed over the last year, the city 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.*

12. [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.*

13. [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.*

14. [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.*

15. [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.*

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

**Attachments:** [Option I-Jimmy Carter- All](#)  
[Option II-Jimmy Carter, only](#)  
[Option III-Jimmy Carter-stop Gwinnett Dr](#)

*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. [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.*

18. [16-4346](#) **2016 Qualifying Fees**

**Attachments:** [Memo - M. Lang.pdf](#)  
[Qualifying notice 2016](#)

*Each year that an election is to be held, Mayor and Council must set the qualifying fees for that election. The 2016 qualifying period is August 29 - September 2.*

19. [16-4352](#) **IGA with Gwinnett County for TAD #1**

Attachments: [County IGA Norcross TAD](#)

*Proposed IGA with Gwinnett County for the Tax Allocation District Number One, known as City Center East.*

**L. Items for Discussion**

**M. Adjourn in memory of**

Signed by \_\_\_\_\_ Mayor Bucky Johnson

Attest: \_\_\_\_\_ Monique Lang, City Clerk



Legislation Details (With Text)

**File #:** 16-4349      **Version:** 1

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

**File created:** 2/16/2016      **In control:** Mayor and Council

**On agenda:** 3/7/2016      **Final action:**

**Title:** Approval of Previous Meeting Minutes

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. [CC - Minutes - 02-01-2016 - Regular Mtg.](#), 2. [CC - Minutes - 02-15-2016 - Policy](#)

Date	Ver.	Action By	Action	Result
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Title

Approval of Previous Meeting Minutes

Motion

A motion to Approve the February 1st Regular Council Meeting, the February 15th Policy Work Session and Executive Session.

# City of Norcross

65 Lawrenceville Street  
Norcross, GA 30071



## Meeting Minutes - Draft

Monday, February 1, 2016

6:30 PM

Council Chambers

### Mayor and Council

*Mayor Bucky Johnson*  
*Mayor Pro Tem Craig Newton*

*Council Member David McLeroy*

*Council Member Andrew Hixson*

*Council Member Josh Bare*

*Council Member Pierre Levy*

**A. Call to order by Mayor Bucky Johnson**

**PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES**

**B. Prayer**

**C. Pledge of Allegiance to the Flag of the United States of America**

**D. Roll Call (recorded)**

**Present** 5 - Mayor Bucky Johnson, Mayor Pro Tem Craig Newton, Council Member David McLeroy, Council Member Josh Bare and Council Member Pierre Levy

**Absent** 1 - Council Member Andrew Hixson

**E. Presentation of previous meetings minutes for acceptance and acceptance of the agenda as presented for scheduled meeting.**

[16-4326](#)

**Approval of Previous Meeting Minutes**

*Attachments:* [CC - Minutes - 01-04-2016 - Regular Mtg](#)  
[CC - Minutes - 01-19-2016 - Policy](#)  
[CC - Minutes - 01-25-2016 - Retreat](#)

A motion was made by Mayor Pro Tem Craig Newton, seconded by Council Member Josh Bare, to Approve the minutes of the January 4th Regular Council Meeting, the January 19th Policy Work Session and Executive Session and the Council Retreat. The motion was APPROVED by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

[16-4327](#)

**Acceptance of the Agenda**

A motion was made by Mayor Pro Tem Craig Newton, seconded by Council Member Josh Bare, to Accept the Agenda as Presented with the following items being moved to discussion:

- 16-4279 - Independence Day Celebration 2016
- 16-4280 - Proposed Changes to Fee Schedule for Parks and Facilities
- 16-4289 - Amend IGA with DDA to include Britt and Carter Properties and Air Rights above the Parking Deck
- 16-4287 - Rescind the IGA with the DDA for Lillian Webb Park pad #2
- 15-4243 - Holcomb Bridge Road Railway Crossing Discussion

The motion was APPROVED by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

Abstain: 0

**F. Ceremonial Presentations, Recognitions, and Swearing In Ceremonies**

[16-4330](#)

**City of Norcross Re-Certified as a Gold Level Green Community**

On January 27, 2016, The City of Norcross was recognized today by the Atlanta Regional Commission (ARC) for leadership in implementing policies and practices that contribute to efficient and sustainable use of resources in metro Atlanta.

Norcross was honored for recertifying at the Gold level in ARC's Green Communities program. ARC also recognized the cities of Atlanta, Peachtree Corners and Woodstock and Rockdale County for certifying or upgrading their certification in ARC's six-year-old Green Communities program.

Members of the Sustainable Norcross Commission presented the Mayor and Council with a plaque re-certifying the City at the Gold level in ARC's Green Communities program.

[16-4324](#)

**Swearing in of Officer Eddie R. Gomez**

Attachments: [Oath of Office - Gomez](#)

Officer Gomez was administered the oath of office by Mayor Johnson.

[16-4325](#)

**Swearing in of Officer Jordan D. Trojahn**

Attachments: [Oath of Office - Trojahn](#)

Officer Trojahn was administered the oath of office by Mayor Johnson.

**G. Floor Open to Citizens Desiring to Address the Governing Authority**

- a. The floor is open to citizens desiring to address the governing authority
- b. Comments by Council

**H. Public Hearings**

**I. Reports of the Mayor and Council Members**

**a. General Announcements**

**J. Board Appointments**

[15-4276](#)

**Board Appointments**

A motion was made by Council Member Josh Bare, seconded by Mayor Pro Tem Craig Newton, to Approve the Appointment of the following board member and term as presented:

**Architectural Board**

John Blackwelder 1/4/2016 - 1/3/2019

The motion was **APPROVED** by the following vote:

**Aye:** 3 - Mayor Pro Tem Newton, Council Member McLeroy and Council Member Bare

**Opposed:** 1 - Council Member Levy

**Abstain:** 0

**K. Consent Agenda**

**Approval of the Consent Agenda**

A motion was made by Mayor Pro Tem Newton, seconded by Council Member Bare, to Approve the Consent Agenda. The motion carried by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

1. [16-4278](#)

**Results of Bid Opening for Buford Highway Median Project, and Contract for approval.**

Attachments: [m&cc MEMO 16-01-27](#)

The Agenda Item was Approved by consent vote.

2. [16-4286](#) **Maintenance Plan for the American Elm at Betty Mauldin Park**

**Attachments:** [Memo - American Elm Arborist Report](#)  
[American Elm Contract with Downey Trees Inc](#)

The Agenda Item was Approved by consent vote.

5. [16-4285](#) **Request to Surplus Office Equipment and Vehicles from the IT and Public Works Department**

**Attachments:** [Memo - Request Surplus Vehicles Inventory List](#)

The Agenda Item was Approved by consent vote.

L. **Items for Discussion**

3. [16-4279](#) **Independence Day Celebration 2016**

**Attachments:** [Memo - Independence Day Celebration](#)

A motion was made by Council Member Levy, seconded by Council Member McLeroy, Authorizing Staff to hold the City's Independence Day Celebration on Sunday, July 3, 2016. The motion PASSED by the following vote.

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

4. [16-4280](#) **Proposed Changes to Fee Schedule for Parks and Facilities**

**Attachments:** [Memo - Proposed Rental Rates](#)

A motion was made to Table this agenda item to the March Policy for legal review. The motion was APPROVED by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

6. [16-4289](#) **Amend IGA with DDA to include Britt and Carter Properties and Air Rights above the Parking Deck**

A motion was made by Council Member David McLeroy, seconded by Mayor Pro Tem Craig Newton, to Amend an IGA with the DDA to include the Britt and Carter Properties only. The motion was APPROVED by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

7. [16-4288](#)

**Discuss Public Plaza between Buford Highway and Lillian Webb Park**

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

A motion was made by Council Member Josh Bare, seconded by Mayor Pro Tem Craig Newton, to Table this agenda item to the February 15, 2016, Policy Work Session. The motion was APPROVED by the following vote:

**Aye:** 4 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Bare and Council Member Levy

**Abstain:** 0

8. [16-4287](#)

**Rescind the IGA with the DDA for Lillian Webb Park pad #2**

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

A motion was made by Council Member Josh Bare, seconded by Council Member David McLeroy, to Rescind the IGA with the DDA for the Lillian Webb Park Pad #2. The motion was APPROVED by the following vote:

**Aye:** 3 - Council Member McLeroy, Council Member Bare and Council Member Levy

**Opposed:** 1 - Mayor Pro Tem Newton

**Abstain:** 0

9. [15-4243](#)

**Holcomb Bridge Road Railway Crossing Discussion**

**Attachments:** [HBR Railroad Crossing Intersection Study appendix c](#)  
[Gwinnett Co. Response re Holcomb Bridge Rd](#)

A motion was made by Mayor Pro Tem Craig Newton, seconded by Council Member Josh Bare, to Table this agenda item to the February 15, 2016, Policy Work Session. The motion was APPROVED by the following vote:

**Aye:** 3 - Mayor Pro Tem Newton, Council Member Bare and Council Member Levy

**Abstain:** 1 - Council Member McLeroy

M. **Adjourn in memory of**

Signed by \_\_\_\_\_ Mayor Bucky Johnson

**Attest:** \_\_\_\_\_ **Monique Lang, City Clerk**

# City of Norcross

65 Lawrenceville Street  
Norcross, GA 30071



## Meeting Minutes - Draft

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**

- Present** 5 - Mayor Bucky Johnson, Mayor Pro Tem Craig Newton, Council Member David McLeroy, Council Member Andrew Hixson and Council Member Pierre Levy
- Absent** 1 - Council Member Josh Bare

**Citizen Input**

**General Updates**

**Board Appointments**

**Council - General Discussion**

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

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

This matter was Referred to the Mayor and Council, due back on 3/7/2016.

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

**Attachments:** [Amended M-1 with P&Z comments](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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

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

This matter was Referred to the Mayor and Council, due back on 3/7/2016.

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

**Attachments:** [NPAC ReImagine Sculpture Purchase](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

2. [16-4322](#) **Discovery Garden Park Sponsorship Brochure**

**Attachments:** [Sponsor brochure](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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](#)  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
4. [16-4338](#) **Request approval for survey of Church property to extend Johnson-Dean Trail**  
***Attachments:*** [Church property survey](#)  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
5. [16-4281](#) **2016 Summer Concert Table Sales**  
***Attachments:*** [Memo - Summer Concert Series 2016](#)  
This matter was Referred to the Mayor and Council, due back on 3/7/2016.
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](#)  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
7. [16-4302](#) **Public Works Capital Items Request (Electric Fund)**  
***Attachments:*** [Capital Request - Mini Excavator](#)  
[Mini Excavator Photo](#)  
This matter was Referred to the Policy Work Session, due back on 3/21/2016
8. [16-4303](#) **Public Works Capital Items Request (Stormwater Fund)**  
***Attachments:*** [Capital Request - Vac Trailer](#)  
[JetVac Photo & Description](#)  
This matter was Referred to the Policy Work Session, due back on 3/21/2016
9. [16-4297](#) **Public Works Capital Items Request (General Fund)  
Purchase of Dump Truck**  
***Attachments:*** [Capital Request - Dump Truck](#)  
[Dump Truck Photo](#)  
This matter was Referred to the Policy Work Session, due back on 3/21/2016

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

**Attachments:** [Striping Projects with Photos](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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

**Attachments:** [Memo - College Street](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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

This matter was Discussed. No further actions to be taken at this time.

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

**Attachments:** [Greenway Concept Plans](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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

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

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

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

This matter was Discussed and referred to staff for further research.

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

**Attachments:** [National Citizen Survey Reference](#)

This matter was Referred to the Mayor and Council, due back on 3/7/2016

18. [15-4215](#)      **Special Needs Certified**  
*Attachments:*    [Our Story](#)   [Special Needs Certified](#)  
  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
19. [16-4292](#)      **Discussion on Historic Preservation**  
*Attachments:*    [Proposed HPD map](#)  
  
This matter was Referred to the Policy Work Session, due back on 3/21/2016
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](#)  
  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
21. [16-4305](#)      **Webb Park Library and Deck**  
*Attachments:*    [Memo - Library & Parking Deck](#)  
                          [Parking Deck Concept & Library Plans](#)  
                          [Concept Drawing](#)  
  
This matter was Referred to the by the Mayor and Council, due back on 3/7/2016
22. [16-4288](#)      **Discuss Public Plaza between Buford Highway and Lillian Webb Park**  
*Attachments:*    [LCI pages](#)  
                          [Renderings](#)  
  
This matter was Referred to the Mayor and Council, due back on 3/7/2016
23. [16-4346](#)      **2016 Qualifying Fees**  
*Attachments:*    [Memo - M. Lang.pdf](#)  
                          [qualifying notice 2016](#)  
  
This matter was Referred to the Mayor and Council, due back on 3/7/2016.
24. [15-4243](#)      **Holcomb Bridge Road Railway Crossing Discussion**  
*Attachments:*    [HBR Railroad Crossing Intersection Study](#)  
                          [appendix c](#)  
                          [Gwinnett Co. Response re Holcomb Bridge Rd](#)  
  
This matter was Referred to the Policy Work Session, due back on 3/21/2016

**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 #: 16-4350      Version: 1

Type: Agenda Item      Status: Agenda Ready

File created: 2/16/2016      In control: Mayor and Council

On agenda: 3/7/2016      Final action:

Title: Acceptance of the Agenda

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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**Title**  
Acceptance of the Agenda

**Motion**  
Motion to Accept the Agenda as Presented with the following items being moved to discussion:



Legislation Details (With Text)

File #: 16-4329 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 1/27/2016 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: SUP2016-0001, Church in O-I Office - Institutional Zoning District  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Staff Report SUP2016-0001 3-7-2016 M&C](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
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

Motion  
 A motion to Approve/Deny SUP2016-0001 for the Operation of a Church in an O&I district with the following conditions:

- 1- The Special Use Permit will only be for the operation of a church, Iglesias Pentecostal Roca Solida by Pastor Carlos Hernan Mina Salas.
- 2- The Special Use Permit will be active only for the term of the lease (2 Years) 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  
 Vacation Bible School 1 week from 5-8 pm during the summer.



SUP2016-0001

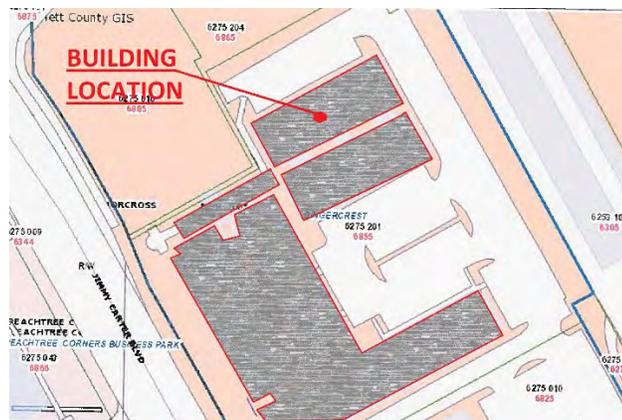
**Action** Special Use Permit for operation of a church in An O&I, Office and Institutional Zoning District

**Property Location** 6855 Jimmy Carter Blvd., Suite 2150  
Norcross, GA 30071

**Petitioner** Carlos Hernan Mina Solas  
252 Cimarron Way  
Lawrenceville, GA 30044-0802

**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 property which has been developed in the remaining part of the Viridian 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, Iglesias Pentecostal Roca Solida by Pastor Carlos Hernan Mina Salas.
- 2- The Special Use Permit will be active only for the term of the lease ( 5/1/2016 to 5/1/2018, 2 Years) 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- A copy of the final lease will be sent to Community Development to be placed in the file.
- 4- All proposed changes to the interior of the Suite will be properly permitted through the City of Norcross.
- 5- 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  
Vacation Bible School 1 week from 5-8 pm during the summer.

### **Planning Commission Action**

The request was reviewed by the Planning Commission at its meeting on 2/3/2016. The Commission passed the request with staff recommendations with a vote of 4-0.



Legislation Details (With Text)

File #: 15-4268 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 12/28/2015 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: Text Amendment for M-1 Light Industry District  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Amended M-1 with P&Z comments](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
2/3/2016	1	Planning and Zoning	Approved with the following conditions:	Pass

Title  
 Text Amendment for M-1 Light Industry District

Drafter  
 Jon Davis

Motion  
 A motion to Approve/Deny an Amendment to Article III entitled “Zoning Districts and Use Provisions” of Chapter 115 entitled “Zoning ” with the following enacting clause:

The Mayor and City Council of the City of Norcross, Georgia, hereby ordains that the adopted Code of Ordinances, is hereby amended as more particularly set forth below. It is the intention of the Mayor and City Council, and it is hereby ordained that the following provisions shall become and be made a part of the Code of the City of Norcross, and the Sections in the Code in the Ordinance be renumbered to accomplish that intention.

**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, excluding auto body work and painting, with the following requirements:
    - a. No outdoor storage of vehicles
    - b. No outdoor storage of equipment or material
    - c. All work on vehicles to be completed inside the structure
    - d. 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:** Mayor and Council

**On agenda:** 3/7/2016      **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
2/15/2016	1	Policy Work Session		

**Title**  
Camelot Education Facility

**Drafter**  
Jon Davis

**Motion**  
A motion to allow the placing of an Educational Facility at 3159 Campus Drive into an area zoned ODW, to provide educational opportunities for children with special needs.



# 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

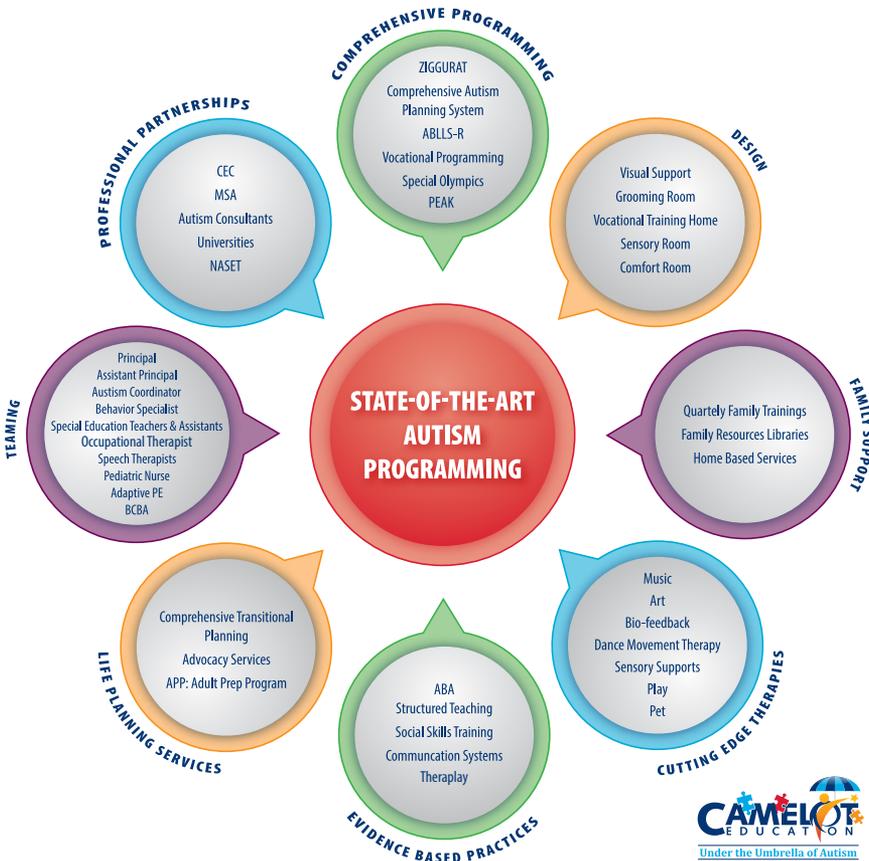
## At Camelot Education, we believe that every child has the ability to learn, to grow and to master life skills.

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 12<sup>th</sup> 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

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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

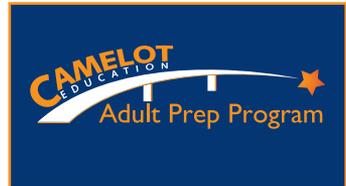
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It is the belief of the Expressive Therapy Department that the creative processes involved in the visual and performing arts are healing and life enhancing. The mission is to develop the social and emotional good health necessary to promote academic 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.)

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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](http://www.cameloteducation.org)

Find us on:





Legislation Details (With Text)

File #: 16-4351 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 2/17/2016 In control: Retreat  
 On agenda: 3/7/2016 Final action:  
 Title: Board Appointments  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments:

Date	Ver.	Action By	Action	Result
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Title  
Board Appointments

Drafter  
Mayor & Council

Other Comments  
The following board appointments will be determined by Council at an Executive Session, scheduled for March 7, 2016.

Norcross Downtown Development Authority

Tree Board

Planning and Zoning

Norcross Public Arts Commission



Legislation Details (With Text)

File #: 16-4334 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 2/4/2016 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: Request to Purchase ReImagine Sculptures  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [NPAC ReImagine Sculpture Purchase](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

**Title**  
 Request to Purchase ReImagine Sculptures

**Drafter**  
 Cindy Flynn, NPAC Chair

**Motion**  
 A motion to Approve/Deny the Purchase of ReImagine Sculptures as listed, funded by the Arts Fund, not to exceed \$3,800.00.

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: Mayor and Council

On agenda: 3/7/2016      Final action:

Title: Discovery Garden Park Sponsorship Brochure

Sponsors:

Indexes:

Code sections:

Attachments: 1. [DGP Sponsor brochure](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

**Title**  
Discovery Garden Park Sponsorship Brochure

**Drafter**  
Deb Harris

**Motion**  
A motion to Approve/Deny the attached Sponsorship Brochure as presented.

## 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.ndgp@gmail.com](mailto:Deb.ndgp@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 this year to over 18,000 neighbors, school children, local scout troops, and countless visitors.

The DGP is destined to be a place where all ages and abilities 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 18,000 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.

Qualified charitable organizations include U.S. States and their political subdivisions where the contribution is for public purposes. Please consult with your accountant regarding deductibility.

### **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 of 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 of 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 of 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 of 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 of 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: Mayor and Council

On agenda: 3/7/2016 Final action:

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

Sponsors:

Indexes:

Code sections:

Attachments: 1. [SF Safety Analysis Report](#), 2. [Official Minutes to Install Stop Signs](#), 3. [Official Minutes to Removal of Stop Signs](#), 4. [npd memo](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

Title

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

Drafter

Councilman McLeroy

Motion

A motion to Approve/Deny the Installation of Three-way Stop Signs at Various Intersections in the Sheffield Forest Subdivision.

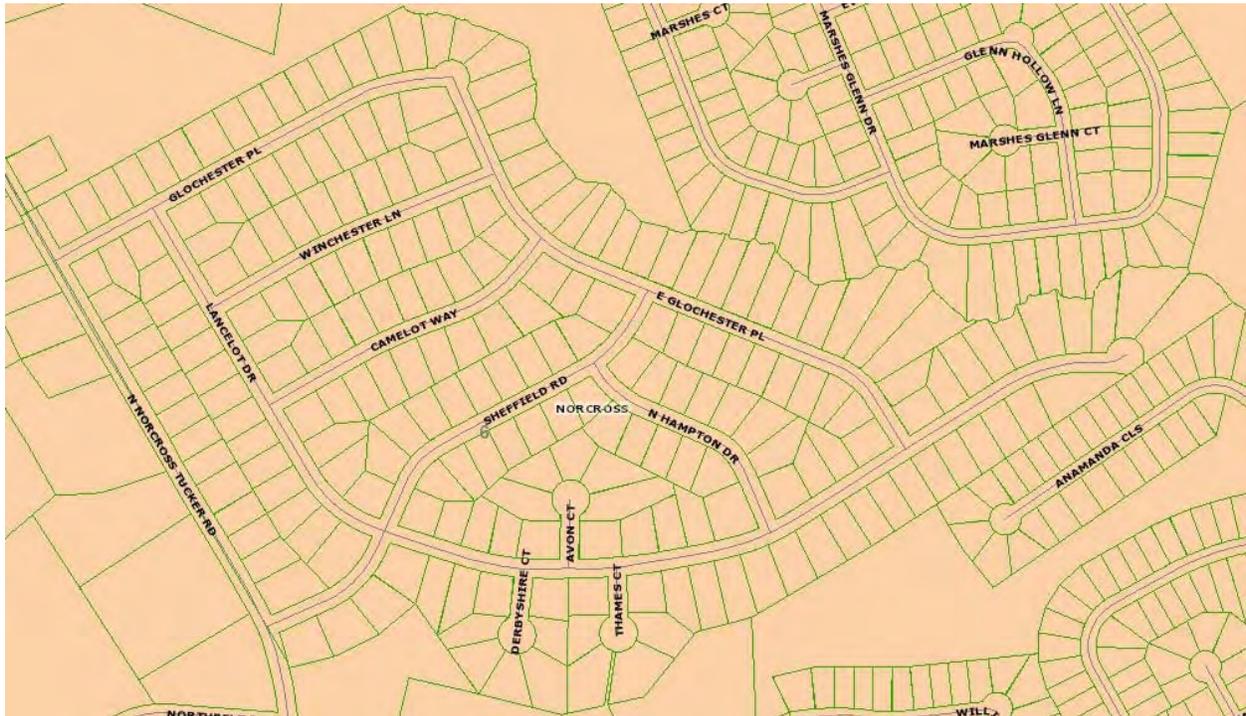
NORCROSS  
COMMUNITY DEVELOPMENT DEPARTMENT  
City Engineer's Office

TRAFFIC ENGINEERING REPORT

INTERSECTIONS WITHIN THE SHEFFIELD FOREST NEIGHBORHOOD

Date: 2-18-16

**ORIGIN, LOCATION, REASON:** The City Council has received complaints during public comments at a recent meeting about traffic conditions in the Sheffield Forest neighborhood. The traffic conditions center on the perception of excessive speeding by vehicles in the neighborhood. Suggestions were made to explore the use of stop signs at intersections within the neighborhood. This report explores the propriety of employing multi-way stop signs at various intersections within the Sheffield Forest neighborhood.



**AREA DESCRIPTION:** The Sheffield Forest neighborhood road network consists of two lane streets of residential classification. Not including the two neighborhood entrance intersections with North Norcross-Tucker Road, there are fourteen internal intersections in the neighborhood. One intersection is a four way intersection (Sheffield Road and Lancelot Drive), one intersection is a two way intersection (Gloucester Place and East Gloucester Place), and the rest are three way intersections.

**PAST RELATED ACTIONS:** On August 2, 2004, the Norcross City Council voted to employ multi-way stop control at twelve of the fourteen intersections. On May 1, 2006, the Norcross City Council rescinded the multi-way stop control at the request of the residents.

**SPEED DATA:** The current posted speed limit on all streets is 25 mph. A speed analysis by the police department using radar trailers the week of February 15 show an average speed on E Glochester Place of 21 mph in the posted 25 mph zone. Lowest speed 6 mph. The highest recorded speed was 32 mph and only 2 speed data points exceeded 30 mph or more. Normal range was 21-28 mph.

**VOLUME:** There is no data on the volume of traffic on specific streets. These streets do not carry regional traffic as the access to the neighborhood is reached through only one collector road, North Norcross-Tucker Road. The traffic using the streets of this neighborhood are limited to those residents of the neighborhood and service and delivery vehicles.

**ACCIDENT HISTORY:** According to police department records:

Case Number	Incident Date Start	Location	Speed or non-3 way stop sign Intersection Related?
2011-1049	4/26/2011	825 DERBYSHIRE COURT	No
2011-3020	11/14/2011	929 NORTH HAMPTON DRIVE	Possibly - DUI
2012-0929	3/10/2012	718 EAST GLOCHESTER PLACE	Yes
2012-1675	5/11/2012	LANCELOT DRIVE	No
2013-3322	8/30/2013	LANCELOT DRIVE	No
2014-2165	6/12/2014	622 SHEFFIELD ROAD	No
2014-2233	6/17/2014	890 SHEFFIELD ROAD	Possibly speed - son stole mom's car and wrecked
2014-3750	10/1/2014	771 NORTH NORCROSS TUCKER ROAD	No
2015-3536	8/22/2015	716 EAST GLOCHESTER PLACE	No
2016-0472	2/5/2016	698 GLOCHESTER PLACE	No

There has been one reported accident in the last five years in this neighborhood susceptible to correction by a multiway stop (right- and left-turn collisions, as well as right-angle collisions). The recommended threshold for considering accident experience a trend commending a multi-way stop is five accidents in a twelve month period.

**SIGHT DISTANCE:** There is more than 250 feet of intersection sight distance on each approach of each intersection in the neighborhood. (The minimum intersection sight distance for good operation at 25 MPH should be 250 feet.)

**SOURCE:** The Manual of Uniform Traffic Control Devices (MUTCD) contains a section, Section 2B.07, for guidance on the use of Multi-way Stop Control at intersections. This section will be included as an appendix to this report as a reference for the analysis section of this report.

**ANALYSIS:**

Guidance Warrants for a Multi-way Stop Application. The warrant criterion spelled out in Section 2B.07 of the MUTCD contemplate traffic volumes and accident experiences much higher than what exists in the Sheffield Forest street system. None of the traditional warrants associated with regional and more rural traffic patterns are met.

Safety Concerns for a Multi-way Stop Application. Safety concerns associated with multi-way stops include pedestrians, bicyclists and all road users expecting other road users to stop. These conditions do not exist in the Sheffield Forest Street System. The use of multi-way stops in the neighborhood from 2004 to 2006 demonstrated the unsafe condition because the road users DID NOT expect other road users to stop due to the light traffic volumes on the street system, yet the stop signs were employed on virtually every intersection. Under these conditions, the excessive use of stop signs leads to a disrespect for their application by those with an ongoing familiarity of the light volume conditions of the road network (the residents themselves). This disrespect led to a request by the neighborhood for the signs to be removed because the police were witnessing an excessive violation of the stop signs by residential motorists.

Other Criterion for Consideration.

*A. The need to control left-turn conflicts.* Not applicable.

*B. The need to control vehicle/pedestrian conflicts near locations with heavy pedestrian volumes.* Not applicable.

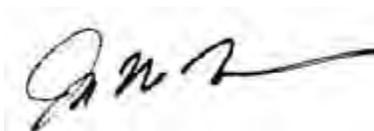
*C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection.* The intersection sight distances are adequate at all intersections (greater than 250 feet).

*D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operations.* This condition is not applicable for several reasons. The first reason is that none of the streets in the neighborhood could be defined as a collector, or through street, because the neighborhood does not carry non-local traffic between collector roads. The second reason is that there is not a present traffic operation condition that needs improvement.

**CONCLUSION:** The request is initiated because of a concern over speeding in the neighborhood. Data from the police department reveals that actual speeds are not excessive (i.e. on the order of 10 mph over the posted speed limit). A review of the guidance offered in the MUTCD does not commend the application of multi-way stops at the intersections in the Sheffield Forest neighborhood.

**RECOMMENDATION:** Keep the traffic control in its present condition.

RECOMMENDED BY:



---

02-22-2016

Date

## APPENDIX

### **Section 2B.07 Multi Way Stop Applications**

Support:

Multiway stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multiway stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multiway stop control is used where the volume of traffic on the intersecting roads is approximately equal.

*Criteria Checklist (Defined as Guidance in the MUTCD, a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or study indicates the deviation to be appropriate.) :*

*The decision to install multiway stop control should be based on an engineering study showing that one or more of the following criteria (A,B,C, and/or D) have been met:*

- A. At intersections where traffic signals are justified, a multiway stop can be installed as an interim measure.*
- B. An accident rate of five or more reported crashes in a 12-month period susceptible to correction by a multiway stop (right- and left-turn collisions, as well as right-angle collisions)*
- C. Minimum vehicle, pedestrian and bicycle volumes*
  - 1. The total vehicular volume entering the intersection from both of the major street approaches averages at least 300 vehicles per hour for any 8 hours of an average day; and*
  - 2. The total, combined vehicle, pedestrian, and bicycle volume entering the intersection from both of the minor street approaches averages at least 200 units per hour for the same 8 hours; with an average delay to minor-street vehicles of at least 30 seconds per vehicle during the hour with the highest traffic volume, but*
  - 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicle volumes are 70% of the above values.*
- D. Where no single criteria is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80% of the minimum values, a multiway stop is justified (Criteria C.3 is excluded)*

General Notes (Defined as Options in the MUTCD, a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may allow modifications to a Guidance statement.):

Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. At locations where a driver, after stopping, cannot see conflicting traffic and is not reasonably able to safely negotiate the intersection, unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multiway stop control would improve traffic operations.

*Source:*

*Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), Federal Highway Administration, December 2009*

**"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 6<sup>th</sup>, 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 4<sup>th</sup>, 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 17<sup>th</sup>, 2004 submitted by Advanced Disposal with and effective date of September 20<sup>th</sup>, 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 3<sup>rd</sup>, 2003 and expires February 2<sup>nd</sup>, 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.

## Jeff Mueller

---

**From:** Bill Grogan  
**Sent:** Tuesday, February 23, 2016 8:31 AM  
**To:** Jeff Mueller  
**Subject:** RE: Sheffield Forest info

Jeff,

Quick follow up since we've had the radar trailer on a fairly straight stretch of Lancelot for the past 48 hours. 138 speeds detected. Highest speed 34 mph once. Only 8 speeds 30 mph or above. Average speed was 21 mph. All streets in there as you know are 25 mph limit.

Our opinion remains the same. There is no speeding, accident, or other traffic related issue within Sheffield Forest.

Thanks,

Bill

---

**From:** Bill Grogan  
**Sent:** Thursday, February 18, 2016 10:10 AM  
**To:** Jeff Mueller <JMueller@norcrossga.net>  
**Subject:** Sheffield Forest info

Jeff,

Here are all the vehicle involved accidents in Sheffield Forest over the past 5 years. Our radar trailers over the past 2 days show an average speed on E Glochester of 21 mph in the posted 25 mph zone. Lowest speed 6 mph. Highest 32 mph and only 2 speeds 30 mph or more. Normal range was 21-28 mph. We are moving the trailer to Lancelot for the weekend and will analyze recorded speeds after that. It is our opinion there is no speeding problem, vehicle crash problem, or other traffic related issue within that neighborhood.

Case Number	Incident Date Start	Location	Speed or non-3 way stop sign Intersection
2011-1049	4/26/2011	825 DERBYSHIRE COURT	No
2011-3020	11/14/2011	929 NORTH HAMPTON DRIVE	Possibly - DUI
2012-0929	3/10/2012	718 EAST GLOCHESTER PLACE	Yes
2012-1675	5/11/2012	LANCELOT DRIVE	No
2013-3322	8/30/2013	LANCELOT DRIVE	No
2014-2165	6/12/2014	622 SHEFFIELD ROAD	No
2014-2233	6/17/2014	890 SHEFFIELD ROAD	Possibly speed - son stole mom's car and v
2014-3750	10/1/2014	771 NORTH NORCROSS TUCKER ROAD	No
2015-3536	8/22/2015	716 EAST GLOCHESTER PLACE	No
2016-0472	2/5/2016	698 GLOCHESTER PLACE	No

Bill Grogan

Captain – Support Services  
Norcross Police Department  
[bgrogan@norcrosspd.com](mailto:bgrogan@norcrosspd.com)  
770.448.2111 (dispatch)  
678.421.2040 (office)  
770.248.1819 (fax)  
[web](#)  
[facebook](#)

***(LES/FOUO) LAW ENFORCEMENT SENSITIVE - FOR OFFICIAL USE ONLY WARNING:***

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Legislation Details (With Text)

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

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

**File created:** 2/8/2016      **In control:** Mayor and Council

**On agenda:** 3/7/2016      **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
2/15/2016	1	Policy Work Session		

**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).

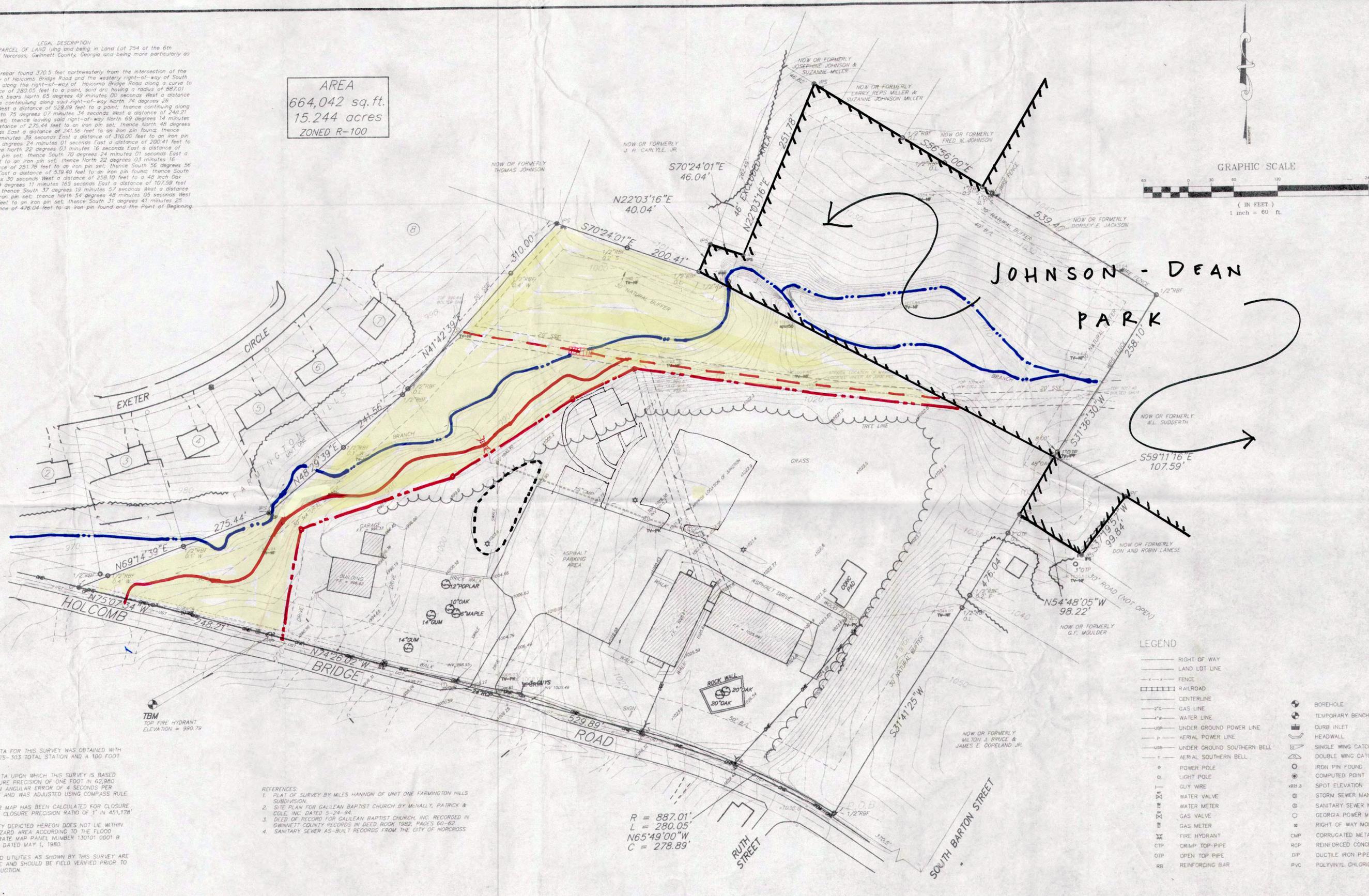
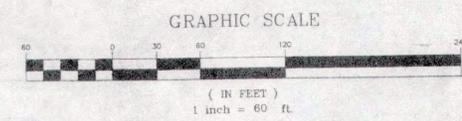
Note that this is the entire trail for which we recently applied for an ARC study grant. This trail will also be a key connectivity point for a city-wide trail system per the Master Parks Plan, and will provide nature trails and studies for the entire forested region.

**Motion**  
A motion Authorizing Rusty Warner to request a survey with costs not to exceed \$5,000, funded by the Contingency Fund.

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
—0P—	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: Mayor and Council  
 On agenda: 1/25/2016 Final action:  
 Title: 2016 Summer Concert Table Sales

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Summer Concert Series 2016](#), 2. [City Attorney Opinion - Summer Concert Tables](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Acknowledged	

Title  
2016 Summer Concert Table Sales

Drafter  
Mary Beth Bender



PUBLIC WORKS, UTILITIES & PARKS

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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**

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*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.*

**From:** [O'Brien, J. Patrick](#)  
**To:** [Rudolph Smith](#)  
**Cc:** [Monique Lang](#)  
**Subject:** FW: Preference of reserving tables at Summer concert series for City of Norcross Residents  
**Date:** Tuesday, February 23, 2016 2:49:25 PM

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Rudolph;

As you know, we spoke to Lisa Anders last week about the hotel motel tax and any possible prohibitions regarding the prospect of the City reserving the tables in the park solely for residents of the City of Norcross.

In sum, there is nothing explicit in the Hotel/Motel Tax statute(OCGA 48-13-50 et seq.) that would prohibit the reservation of the tables strictly for Norcross residents. However, the purpose and intent of the Act is to use the funds collected "for the purposes of promoting, attracting, stimulating, and developing conventions and tourism in the counties and municipalities and for the provision of other local government services." OCGA 48-13-50 (2). While this *implies* that the purpose of the tax is, at least in part, for attracting business and consumers from outside the City limits, it is not an express purpose of the Act.

The summer concert series is paid out of the 2% of the tax that is earmarked for the City of Norcross. The City provides the venue (the parks), maintains the venue at its own expense and provides fire and police protection so there is a cost that is paid from the residents through other taxes and fees, other than the Hotel/Motel Tax.

Of course, the City can abandon its preference requirement for City residents if it should so choose.

I trust this is responsive to the questions of Mayor and Counsel.

J. Patrick O'Brien  
Thompson, O'Brien, Kemp & Nasuti, P.C.  
40 Technology Parkway S. #300  
Norcross, GA 30092  
Telephone: (770) 925-0111  
Telefacsimile: (770) 925-8597



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:** 3/7/2016      **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
2/15/2016	1	Policy Work Session		

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

**Drafter**  
Jeff Mueller

**Motion**  
A motion to Accept the FY 2016 Community Development Block Grant (CDBG) Program award of \$171,154.00 to the City of Norcross and to Authorize the Mayor and City Manager of the Subrecipient to execute the Community Development Block Grant (CDBG) Program Subrecipient Agreement.

## 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

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:

<b>Agency:</b>	<b>City of Norcross</b>
<b>Activity Name:</b>	<b>Sidewalk Improvements: Goodwick Way, Newbury Rd, W. Peachtree and Garner St.</b>
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.

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**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 10<sup>th</sup> 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 10<sup>TH</sup> 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
<b>Full-Time</b>						
Subrecipient						
Contractor						
Subcontractors						
Architect/Engineer						
<b>Total Full-Time</b>						
<b>Part-Time</b>						
Subrecipient						
Contractor						
Subcontractors						
Architect/Engineer						
<b>Total Part-Time</b>						

**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](mailto: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 10<sup>th</sup> 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](mailto: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 #: 16-4340      Version: 1

Type: Agenda Item      Status: Agenda Ready

File created: 2/9/2016      In control: Mayor and Council

On agenda: 3/7/2016      Final action:

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

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

### Title

Public Works Capital Items Request (General Fund) Striping Projects

### Drafter

John Davis

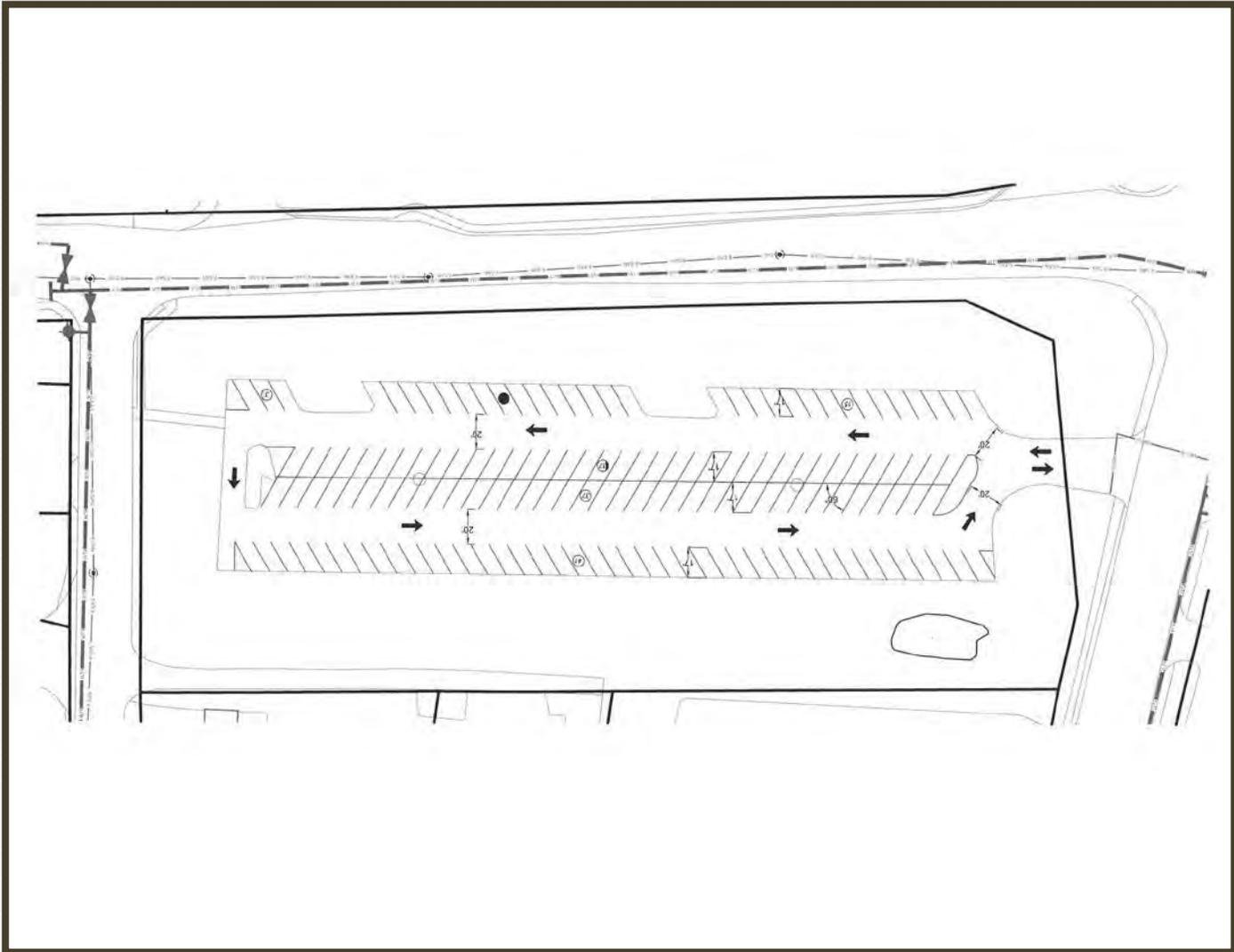
### Other Comments

Funds from the Public Works Roads and Streets line item have been allocated to fund this project. Therefore, this item will be removed from the agenda.

# Public Works Division

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- 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 4<sup>th</sup>, 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: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: College Street Parking  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Memo - College Street](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

Title  
College Street Parking

Drafter  
Chief Summers

Motion  
A motion to Allow/Deny One-Way Parking only on the Northside of College Street between Holcomb Bridge Road and Jones Street.



## 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

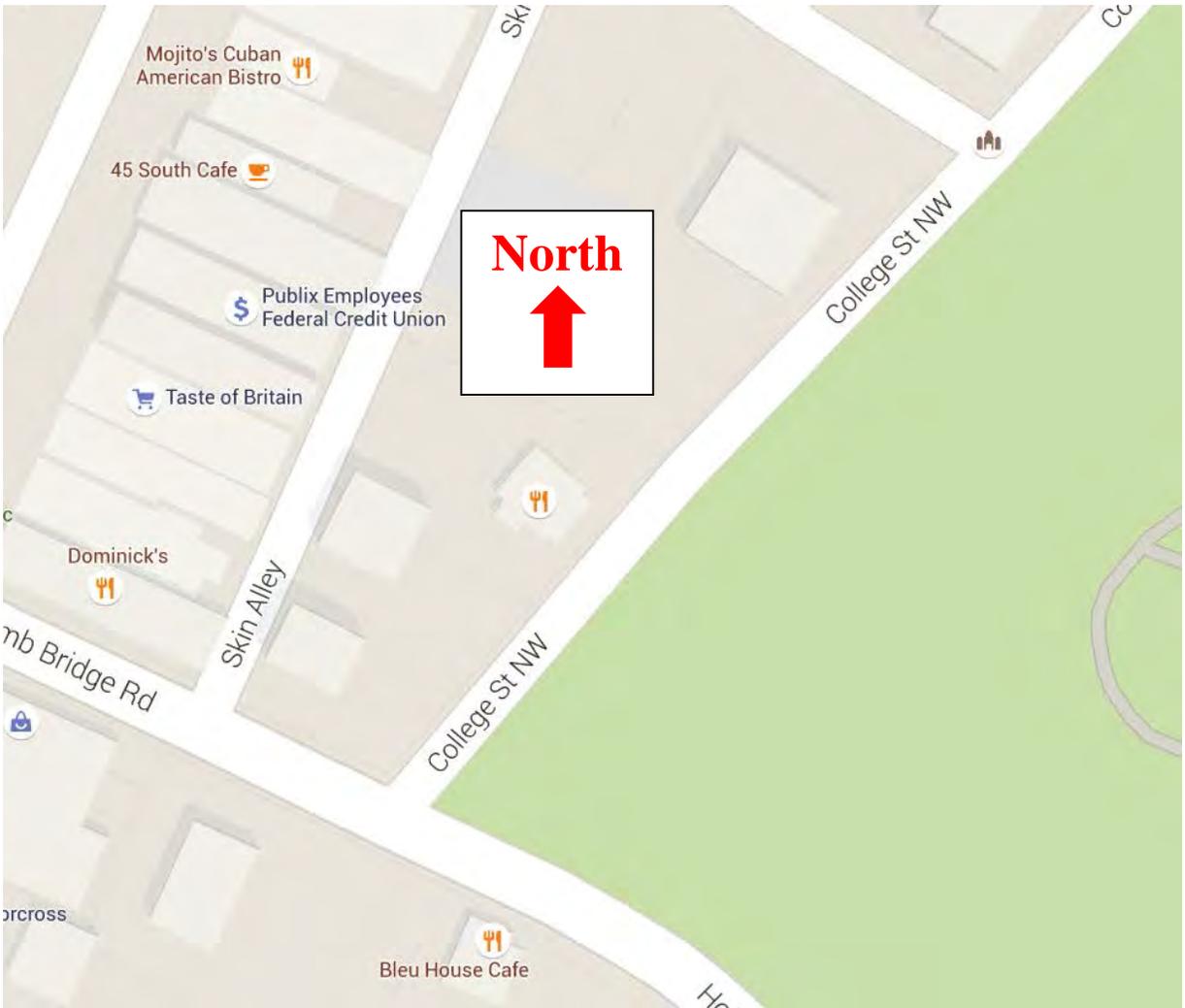
The Police Department has identified a safety hazard with traffic flow on College Street between Holcomb Bridge Road and Jones Street. Parking on both sides of the roadway is currently allowed. This presents 2 problems.

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 #: 16-4306 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 1/15/2016 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: Beaver Ruin Creek Greenway  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Greenway Concept Plans](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Acknowledged	

Title  
 Beaver Ruin Creek Greenway

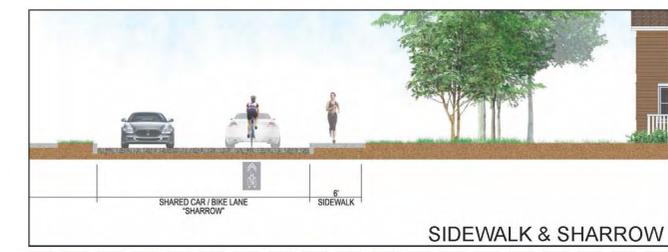
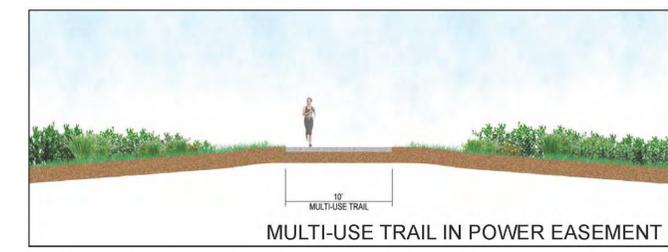
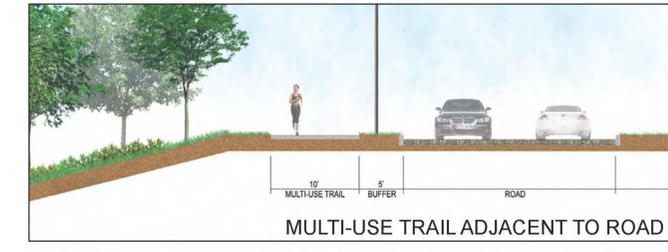
Drafter  
 Jon Davis

Motion  
 A motion to Table this item to the March 21st Policy Work Session.

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



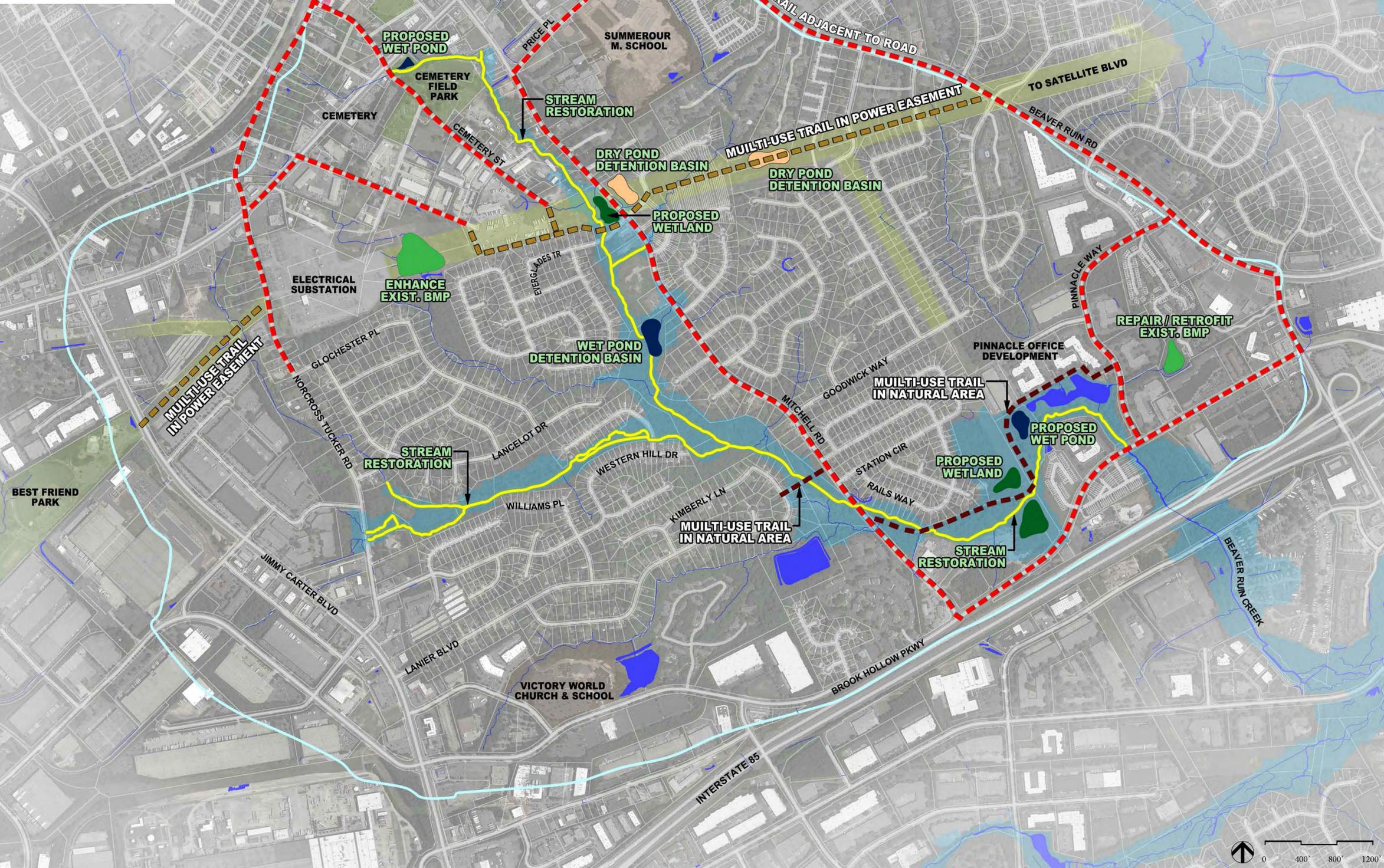
## TRAIL SECTIONS



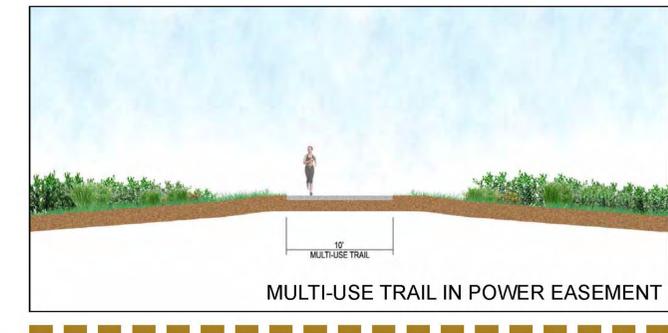
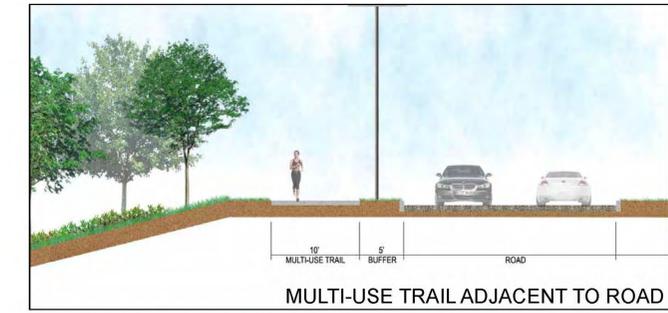
## STORMWATER IMPROVEMENTS



- 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: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: Skin Alley Compactor Enclosure  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Memo - Compactor Enclosure](#), 2. [Proposed Floor Plan Layout](#), 3. [Budget Amendment - Compactor Enclosure](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

Title  
Skin Alley Compactor Enclosure

Drafter  
Rudolph Smith

Motion  
A motion to Approve/Deny funds not to exceed \$74,650 plus 10% contingency, to Construct a Compactor Enclosure Building funded by the Sanitation Fund.



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***

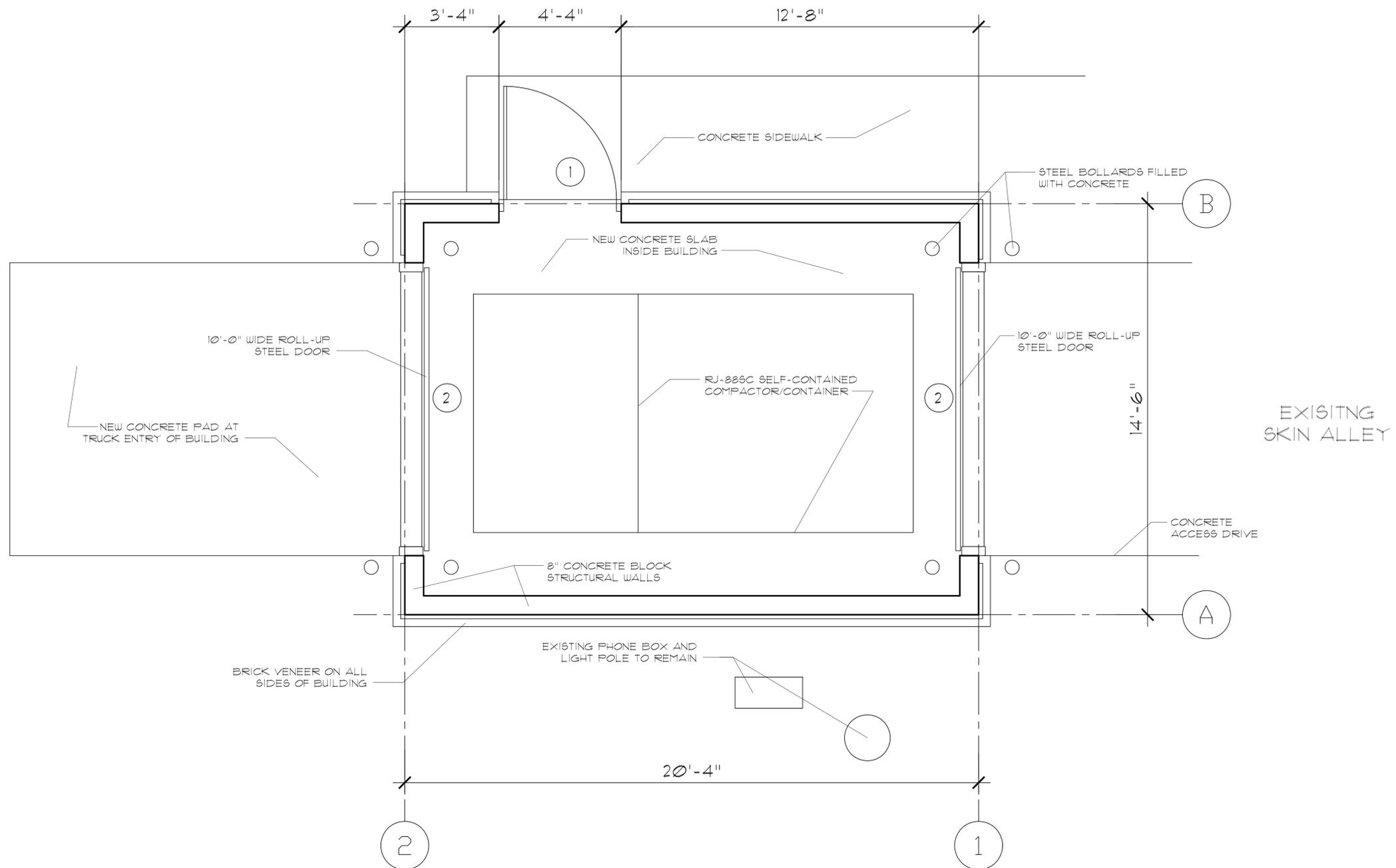
The Department of Public Works, Utilities & Parks conducted an RFP to install a Compactor Enclosure Building in the parking lot of 62 College Street to serve the downtown shops and restaurants on Skin Alley. The Department also conducted an RFQ to receive estimates for storm water upgrades in the area.

- 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

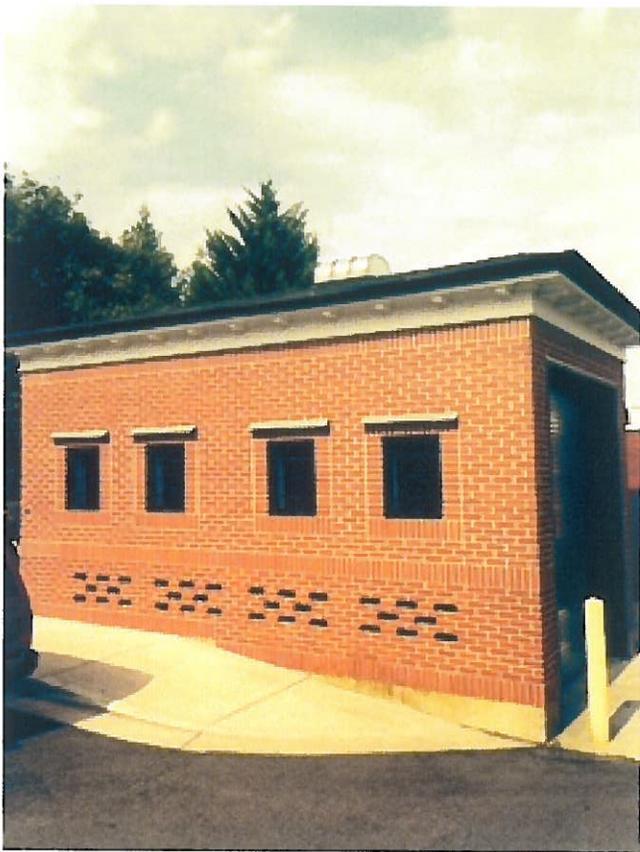
PROJECT:  
 SKIN ALLEY  
 DUMPSTER  
 ENCLOSURE  
 Skin Alley - Norcross, GA.

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

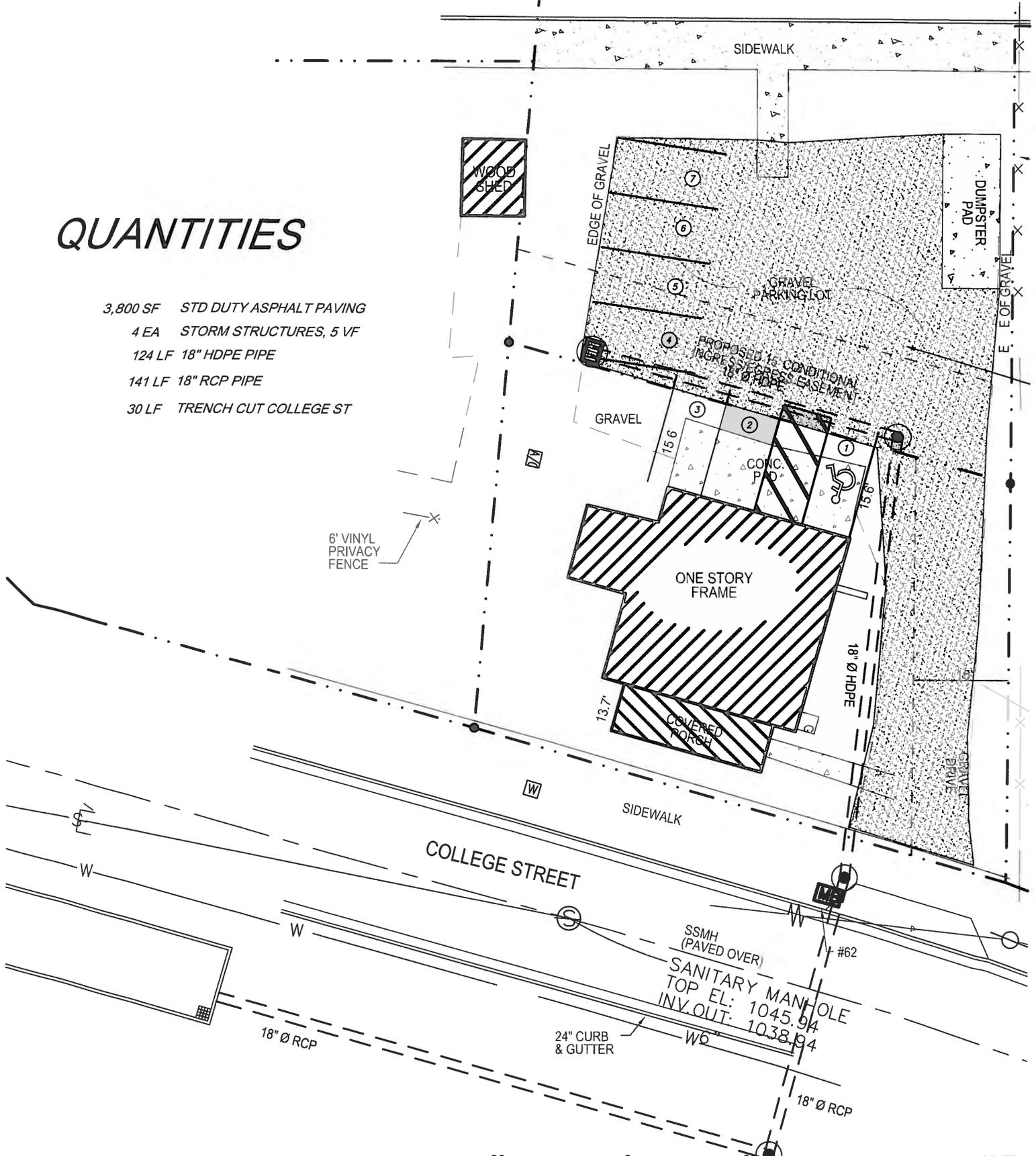
**City of Acworth Existing Compactor Enclosure**





# 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: Mayor and Council

On agenda: 3/7/2016 Final action:

Title: Discovery Garden Park Bid Proposals

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

**Title**  
Discovery Garden Park Bid Proposals

**Drafter**  
Councilman Josh Bare

**..Motion**

A Motion to approve \$321,482.68 + 10% Contingency, for a total of \$353,630.95 for the construction of the Discovery Garden Park funded by the 2014 Recreation SPLOST \$145,000, Hotel Motel fund \$75,000 and Prior Year Reserves \$133,360 and to authorize the Mayor to execute contracts contingent on review of contracts by Legal.



**PUBLIC WORKS, UTILITIES & PARKS**

---

TO: Mayor and City Council  
FROM: Rudolph Smith, City Manager  
DATE: 2/26/2016  
SUBJECT: Discovery Garden Park  
CC:

**Presented By:** Rudolph Smith, City Manager

*Project Description*

The Department of Public Works, Utilities and Parks is proposing to retain the services of qualified, professional contractors for the construction of Discovery Garden Park at 189 Lawrenceville Street, Norcross, GA, 30071.

The attached Estimate Summary details the original bids as well as the park elements recommended for construction, based on the evaluation of all bids and qualifications, and negotiations with contractors to define specific park elements.

The Department of Public Works, Utilities and Parks is requesting approval to move forward with the construction project.

**Staff Recommendation:** Staff recommends executing contracts with individual contractors for park elements as detailed in Estimate Summary.

**Funding Source:** To Be Determined

**Project Cost:** \$321,482.68 + 10% Contingency TOTAL \$353,630.95

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		
2/26/2016				OPTION A	VENDOR
<b>RFP SCOPES</b>					
A. Demolition and Site Work	\$ 32,384.00	\$ 32,384.00	Castro		as bid
B. Site Plumbing	\$ 15,000.00	\$ 15,000.00	Marcus		based on new estimate from Marcus 2/9/16
C. Concrete Flat Work, Walls, and Footings	\$ 29,756.50	\$ 36,566.00	Renegotiate		Use the bid from Castro 2/26/16 (less the footers for scopes eliminated below)
D. Bathroom Shed Structure	\$ 50,821.00	\$ -	Deleted		deleted replaced with shed only see below
E. Picnic Pavilion	\$ 14,700.00	\$ 14,700.00	Castro		As bid accept deduction alternate for substituting Pine for Cedar
F. Fine Carpentry Arbors and Fencing			Moscrip		
Radial Arbor	\$ 9,230.00	\$ -	Deleted		deleted
Compost Bins	\$ 2,634.00	\$ 2,634.00	Moscrip		as bid
Garden Fence	\$ 13,504.00	\$ 6,350.00	Chamblee fence		removed and bid - as bid today 2/9/16 from Chamblee Fence
Prep Table	\$ 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	Moscrip		as bid
Vine Posts	\$ 1,108.00	\$ 1,108.00	Moscrip		as bid
G. Masonry Elements			Castro		
Entry Wall and Northern ramp wall	\$ 5,616.99	\$ -	Deleted		deleted wall on north side of ada ramp and entry wall
Columns	\$ 15,000.00	\$ -	Deleted		deleted entry columns and fence termini
Big Green Egg	\$ 1,039.00	\$ 1,039.00	Castro		retained
Greenhouse walls	\$ 6,519.00	\$ -	Deleted		deleted
Remaining masonry	\$ 57,841.01	\$ 57,841.01	Castro		as bid
H. Raised Bed All Stone	\$ 73,058.00	\$ 73,058.00	Castro		as bid
I. Pavers	\$ 5,445.00	\$ 5,445.00	Landmark		as bid - took the lower bid from Landmark vs Castro
J. Greenhouse Kit Construction	\$ 30,609.00	\$ -	Deleted		deleted
K. Site Electrical	\$ 11,998.22	\$ 12,561.22	Marcus		add 563 for stub for future greenhouse
Deduct for Site Area Light	\$ (1,230.00)	\$ (1,230.00)	Marcus		include this alternate to remove the area light in favor of stock light from City of Norcross Power
L. Landscaping					
Plants Only	\$ 33,178.04	\$ 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	Castro		as bid remaining items - slate, steel edging, etc.
<b>BID SUBTOTAL</b>	<b>\$ 500,823.72</b>	<b>\$ 299,082.68</b>			
<b>OTHER SCOPES</b>					
Construction Staking	\$ 2,500.00	\$ 2,000.00	SPG		Negotiated rate with SPG per written agreement
Soil and Concrete Testing	\$ 2,115.00	\$ 2,000.00	NOVA		Negotiated rate with NOVA per email
Kit Shed Volunteers	\$ -	\$ 5,000.00	Volunteers		allowance for shed and concrete
Porta Potty	\$ 400.00	\$ 400.00	TBD		Per proposals 2/9/16 average <\$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	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	Misc		Allowance for some and donate and phase in as needed
Steel hand rails	\$ 5,000.00	\$ -	Deleted		if we don't redo the steps or build ramp this is not needed
<b>OTHER SCOPE SUBTOTAL</b>	<b>\$ 38,015.00</b>	<b>\$ 22,400.00</b>			
<b>PROJECT SUBTOTAL</b>	<b>\$ 538,838.72</b>	<b>\$ 321,482.68</b>			
<b>Contingency 10%</b>	<b>\$ 53,883.87</b>	<b>\$ 32,148.27</b>			10% Contingency
<b>GRAND TOTAL</b>	<b>\$ 592,722.59</b>	<b>\$ 353,630.95</b>			



Legislation Details (With Text)

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

**Type:** Agenda Item      **Status:** Acknowledged

**File created:** 12/16/2015      **In control:** Mayor and Council

**On agenda:** 3/7/2016      **Final action:**

**Title:** National Citizen Survey

**Sponsors:**

**Indexes:**

**Code sections:**

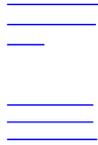
**Attachments:** 1. [National Citizen Survey Reference](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Moved to the	
12/21/2015	1	Policy Work Session	Referred to the	

**Title**  
National Citizen Survey

**Drafter**  
Rudolph Smith

**Motion**  
A motion to Allocate \$14,000 from the Contingency Fund to conduct a Citizen Survey.



---

Begin forwarded message:

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

**On agenda:** 3/7/2016      **Final action:**

**Title:** Special Needs Certified

**Sponsors:**

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Moved to the	
9/21/2015	1	Policy Work Session	Discussed	

**Title**

Special Needs Certified

**Drafter**

Rudolph Smith

**Motion**

A motion to Authorize Staff to Proceed with Process to become a Special Needs Certified City.



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MODERN LUXURY  
JEZEBEL

Rejuvenate  
MEETINGS INSPIRATION

## Our Story

**T**he 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 #: 16-4333      Version: 1

Type: Agenda Item      Status: Agenda Ready

File created: 2/4/2016      In control: Mayor and Council

On agenda: 3/7/2016      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
2/15/2016	1	Policy Work Session		

### Title

Amend IGA with DDA to Include Excess Land from Library Site located at 5735 Buford Hwy

### Drafter

Councilman Bare





## Legislation Details (With Text)

File #: 16-4305      Version: 1

Type: Agenda Item      Status: Agenda Ready

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

On agenda: 3/7/2016      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
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Acknowledged	

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.

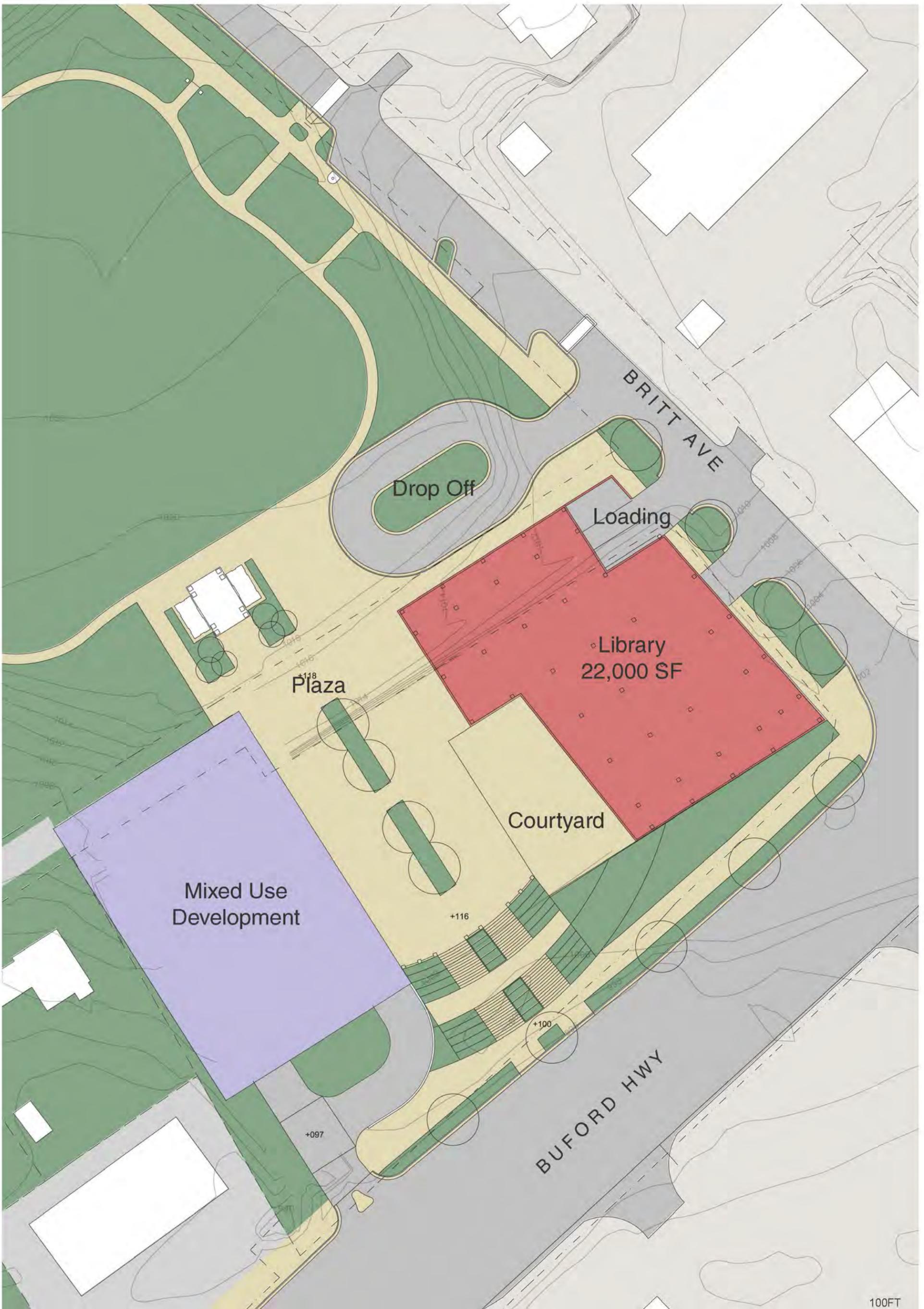
I have some reservations though, about the City building the parking deck next to the library. I think we would be better served to be spending tax payers dollars on a parking deck by the community center that would be useful not only for our downtown visitors but also for Lillian Webb Park. We are starting 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.

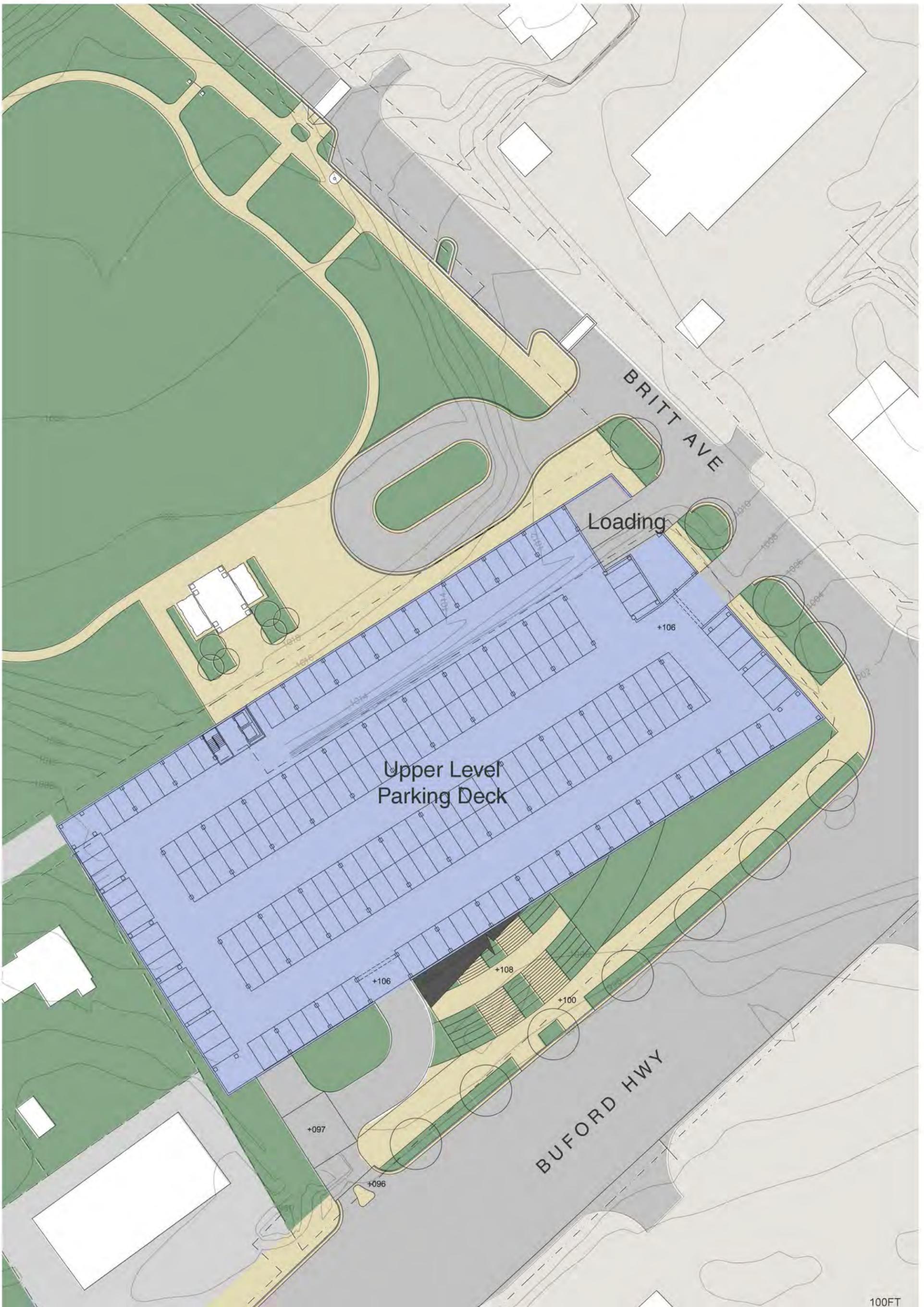
Only having a single deck under the library building isn't getting the most out of the topographical drop to the property either in my opinion. If the library had a double deck under it then all of the spaces they need could fit there and a three story elevation would be more in keeping with further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

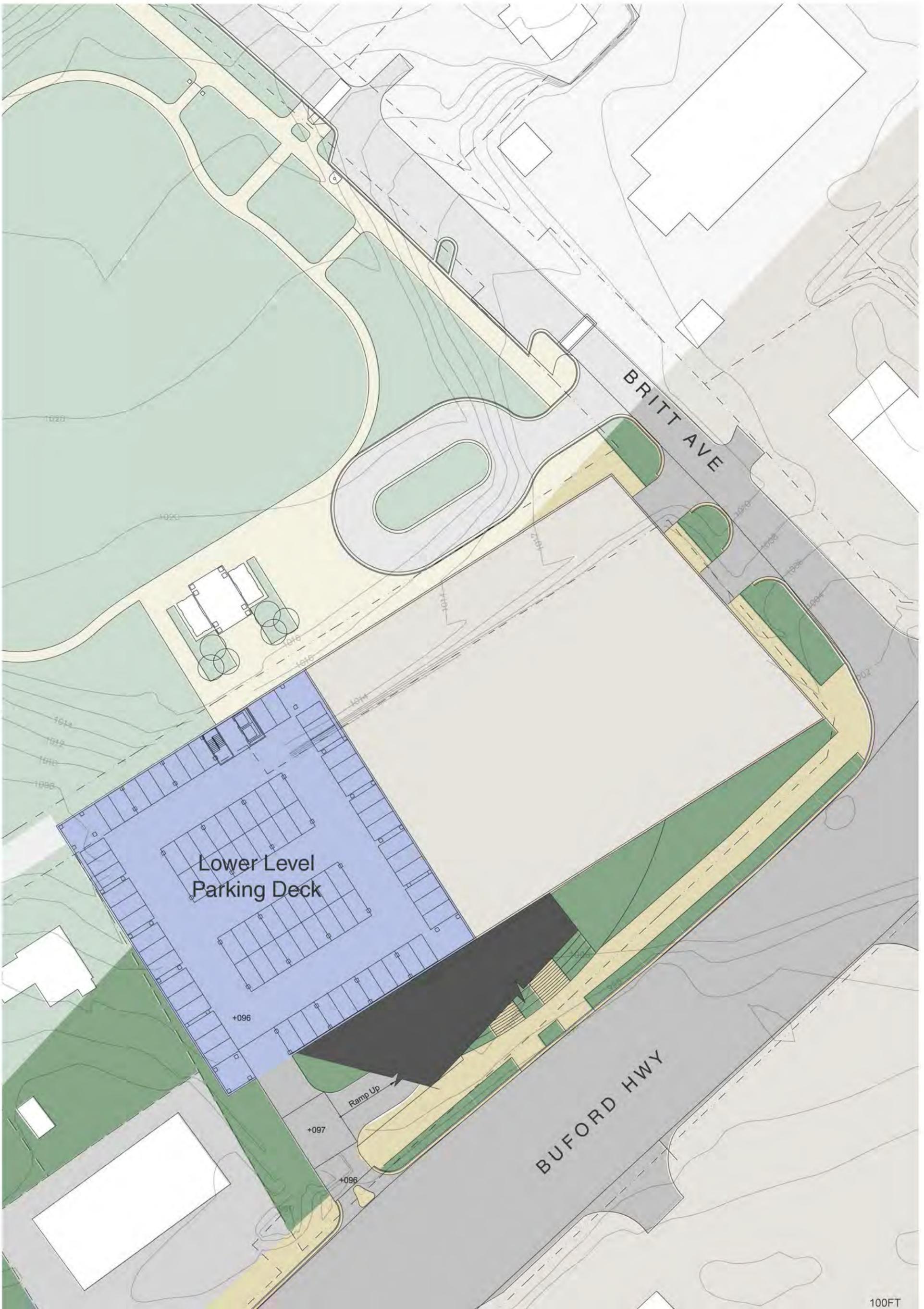


100FT



215 Parking Spaces

# Upper Parking Level EL.106



85 Parking Spaces

# Lower Parking Level El. 096



# Perspectives





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:** 1. [Option I-Jimmy Carter- All](#), 2. [Option II-Jimmy Carter, only](#), 3. [Option III-Jimmy Carter-stop Gwinnett Dr](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		
1/25/2016	1	Retreat	Moved to the	

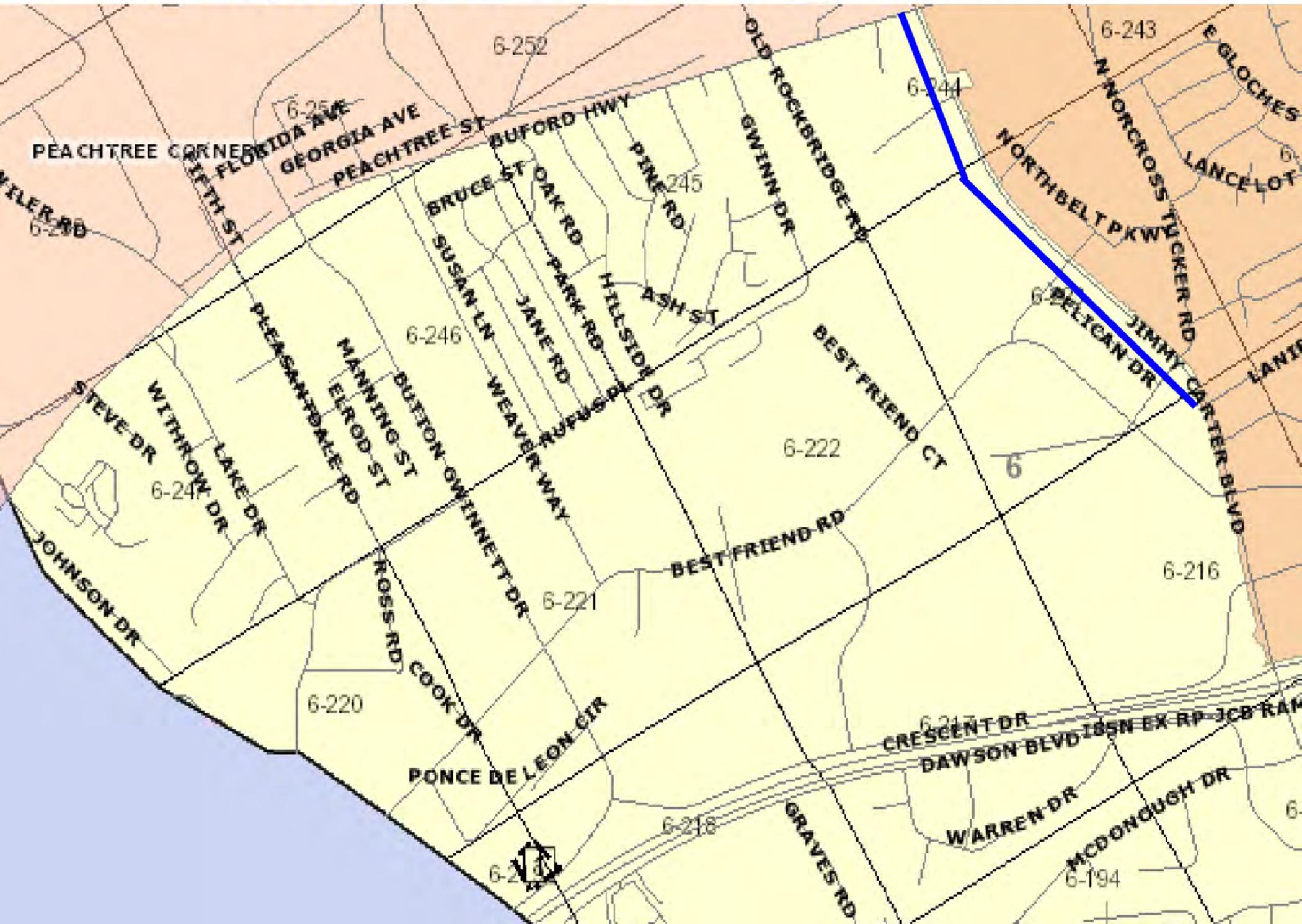
Title  
Annexation

Drafter  
Rusty Warner

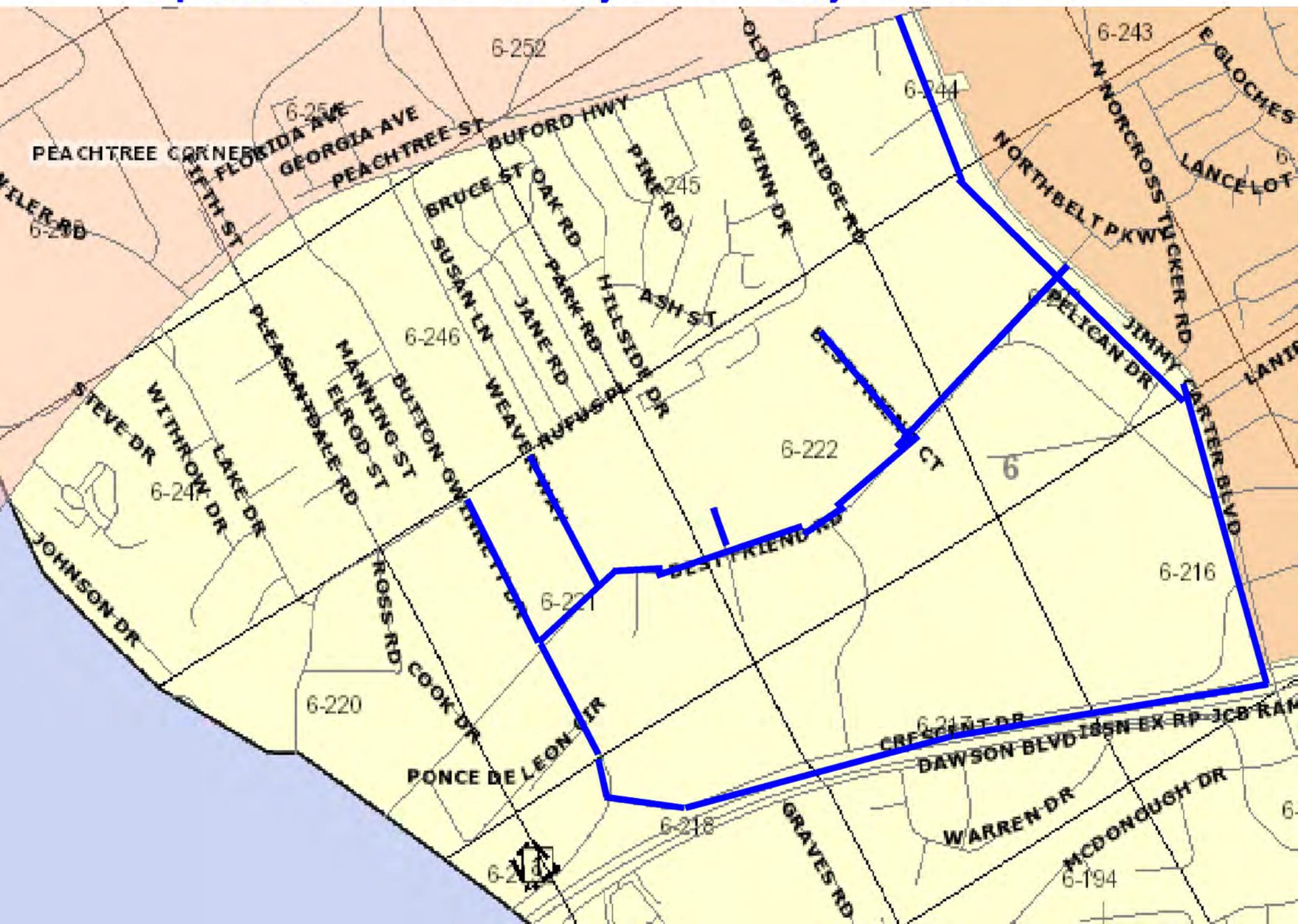
Motion  
A motion to Accept Option \_\_\_\_ and Authorize Rusty Warner to further research and proceed with the Annexation Process.



# Option II-West of Jimmy Carter-Only



# Option III-West of Jimmy Carter-Only to Gwinnett Dr.





## Legislation Details (With Text)

**File #:** 16-4288      **Version:** 2

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

**File created:** 1/12/2016      **In control:** Mayor and Council

**On agenda:** 3/7/2016      **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
2/15/2016	1	Policy Work Session		
2/1/2016	1	Mayor and Council		
1/19/2016	1	Policy Work Session	Referred to the	

**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

### CORE TEAM

Brant Aden  
Jay Ashtiani  
Dick Bare  
Chuck Cimarik  
Rachel Cook  
Michelle Crofton  
Pat Eidt  
Paisha Girtmon  
Miller Lowry  
John McHenry  
Brian Mock  
Tanya Moore  
John Outler  
Kris Rodgers  
Jennifer Rogers-Kunda  
Alyssa Sinclair  
Gordon Tomlinson  
Connie Weathers

### CONSULTANT TEAM

#### Pond & Company

Shannon Kettering, ASLA, AICP | Project Supervisor  
Joel Reed, AICP | Project Manager  
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	
<b>Total</b>	<b>Retail (sq ft)</b>	<b>119,600</b>	
	<b>Res. (units)</b>	<b>277</b>	
	<b>Office (sq ft)</b>	<b>32,200</b>	

### 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

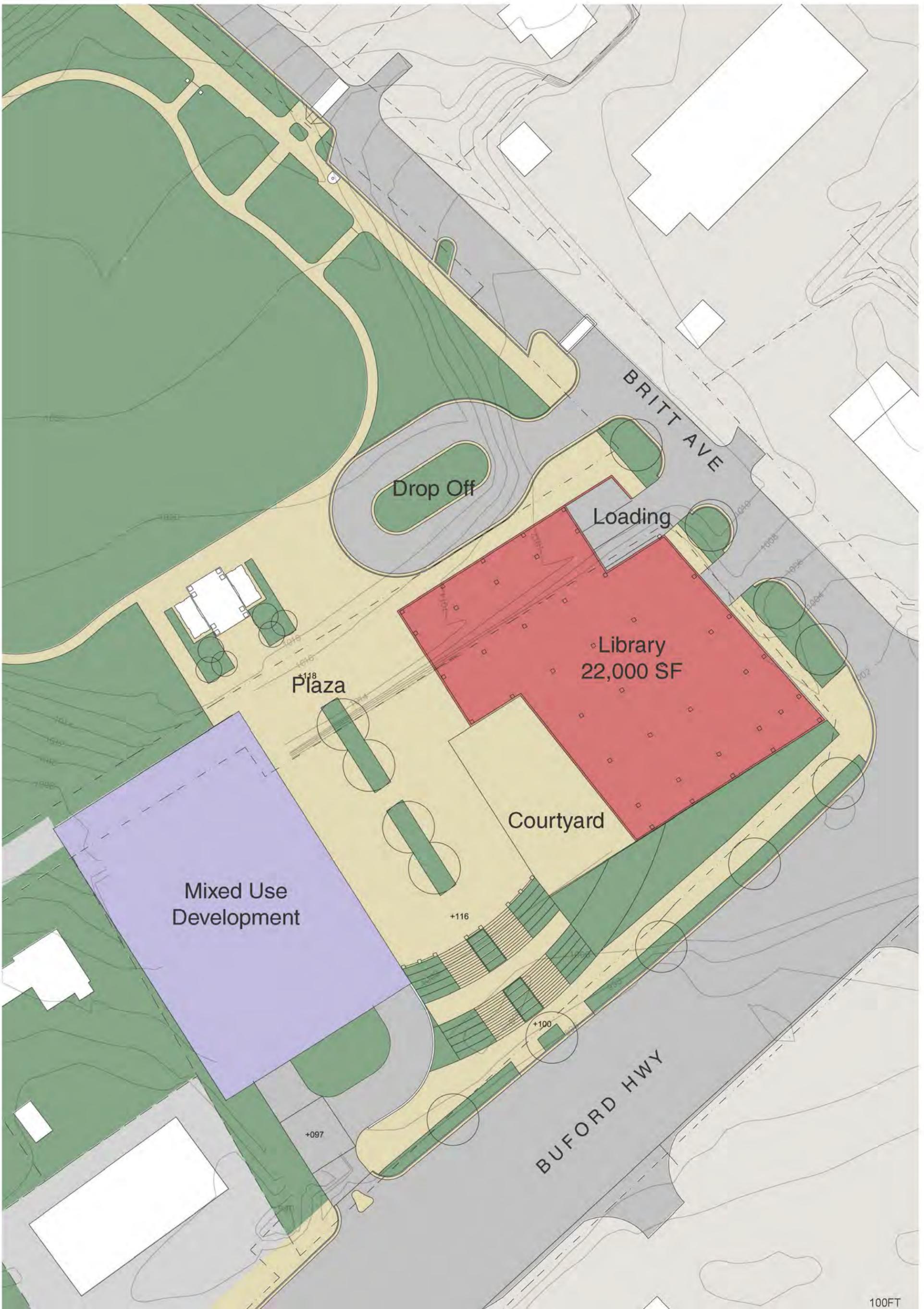
In areas where there is increased density proposed, design should be sensitive to surrounding residential and commercial heights of existing structures.



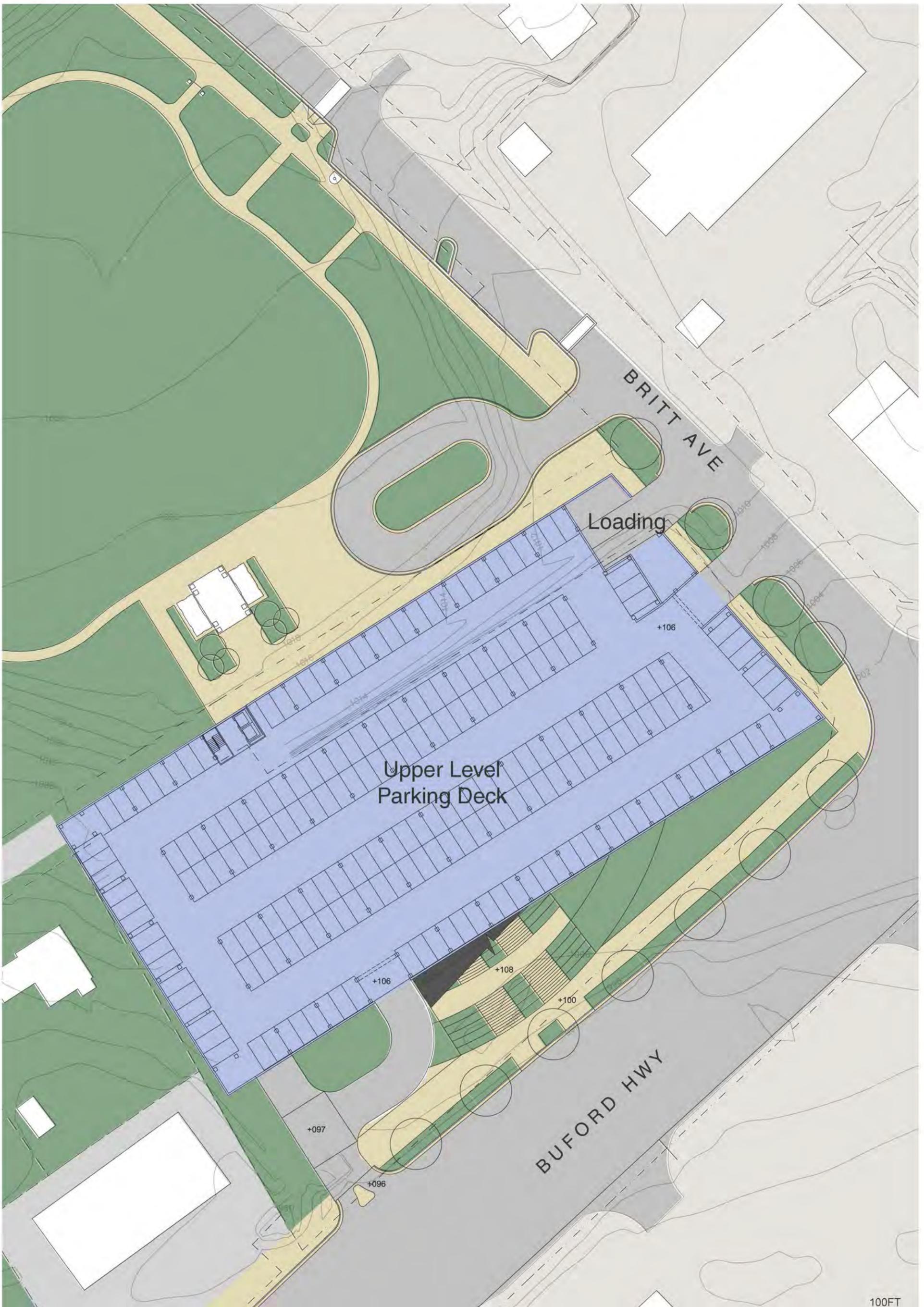
Figure 52. Key Catalyst Project: Buford Highway Welcome Plaza, Rendering of Proposed Redevelopment



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.

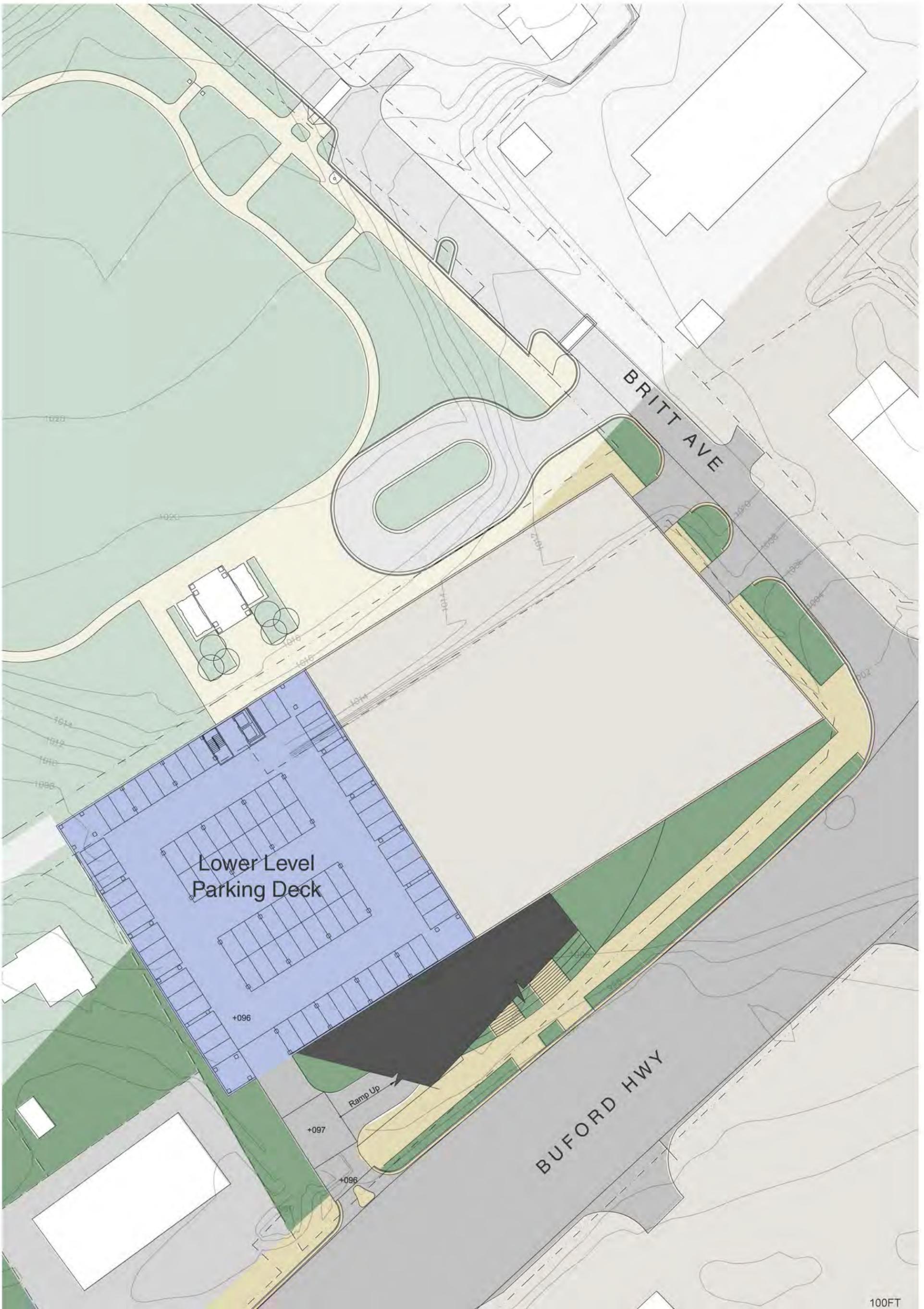


# Plaza Level EL.118



215 Parking Spaces

# Upper Parking Level EL.106



85 Parking Spaces

# Lower Parking Level El. 096



# Perspectives



Legislation Details (With Text)

File #: 16-4346 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 2/12/2016 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: 2016 Qualifying Fees  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [Memo - M. Lang.pdf](#), 2. [Qualifying notice 2016](#)

Date	Ver.	Action By	Action	Result
2/15/2016	1	Policy Work Session		

Title  
2016 Qualifying Fees

Drafter  
Monique Lang

Motion  
A motion to Approve the attached 2016 Qualifying Fees as presented.



# Memorandum

**To:** Mayor and Council

**From:** Monique Lang, Elections Superintendent

**Date:** 2/12/2016

**Re:** Qualifying Fees

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Each year that an election is to be held, Mayor and Council must set the qualifying fees for that election. I have attached the advertisement that will be published for your approval.

**STATE OF GEORGIA**

**CITY OF NORCROSS**

**QUALIFYING FEE NOTICE**

**Pursuant to O.C.G.A. §21-2-131 (a)(1), the following qualifying fees were set by the Norcross Mayor and Council in the Mayor and Council meeting on March 7, 2016:**

<b>Mayor</b>	<b>\$ <u>310.50</u></b>
<b>Councilperson</b>	<b>\$ <u>243.00</u></b>

**Qualifying for the offices listed above will begin at 8:30 a.m. on August 29, 2016 and will end at 4:30 p.m. on September 2, 2016. The General Election will be held on November 8, 2016.**

**Election Superintendent  
City of Norcross**



Legislation Details (With Text)

File #: 16-4352 Version: 1  
 Type: Agenda Item Status: Agenda Ready  
 File created: 2/23/2016 In control: Mayor and Council  
 On agenda: 3/7/2016 Final action:  
 Title: IGA with Gwinnett County for TAD #1  
 Sponsors:  
 Indexes:  
 Code sections:  
 Attachments: 1. [County IGA Norcross TAD](#)

Date	Ver.	Action By	Action	Result
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Title  
 IGA with Gwinnett County for TAD #1

Drafter  
 Rusty Warner

Motion  
 A motion to Approve/Deny the attached IGA with Gwinnett County on the Downtown Norcross Redevelopment Plan for the Tax Allocation District Number One, known as City Center East, subject to minor modification of the indemnification provision.

## INTERGOVERNMENTAL AGREEMENT

**This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the CITY OF NORCROSS, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the GWINNETT COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").**

### W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 **"Agreement" or "Intergovernmental Agreement"** means this Intergovernmental Agreement, dated as of the Effective Date, between the City and the County.

1.2 **"Approved Projects"** means, collectively, the Projects recommended to the City for TAD financing by the City's Redevelopment Agency to be undertaken within the City of Norcross Tax Allocation District Number One – City Center East, by the City and/or by the owners or developers of the subject property to achieve the goals and objectives of the Redevelopment Plan.

1.3 **"Bond Indenture"** means, collectively and each respectively, each Trust Indenture, Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document pursuant to which one or more series of TAD financing is issued.

1.4 **"City"** means the City of Norcross, Georgia, a municipal corporation of the State of Georgia.

1.5 **"City Resolution"** means that specific Resolution adopted by the Norcross City Council on April 6, 2015 adopting City of Norcross Downtown Norcross Redevelopment Plan and establishing the Tax Allocation Increment Base for the City of Norcross Tax Allocation District Number One – City Center East.

1.6 **"Commencement of Construction of Significant Projects"** means that one or more building permits shall have been issued for and construction or renovation shall have commenced on, one or more significant structural components of one or more of the Approved Projects in the Redevelopment Plan, which construction constitutes at least 5% of the total project cost and which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan.

1.7 **"County"** means Gwinnett County, Georgia, a political subdivision of the State of Georgia.

1.8 **"County Resolution"** means that certain resolution adopted by the Board of Commissioners of the County on \_\_\_\_\_, 2016, inter alia, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increment with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.

1.9 **"County Tax Allocation Increment"** means that portion of the Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the County's portion of the ad valorem taxes for such calendar year. The total millage rate used for computation of future County Tax Allocation Increments shall be calculated as the sum of the "General Fund," "Fire and EMS," and "Recreation" millage charged within the City limits of Norcross.

1.10 **"Initial Financing Period"** means up to a 25-year period from the Effective Date.

1.11 **"Norcross City Center East TAD" or "TAD"** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City pursuant to the City Resolution, and designated as the "City of Norcross Tax Allocation District – City Center East," as more fully identified in the applicable Redevelopment Plan with respect thereto approved by the City.

1.12 **"Projects"** means those capital improvements (including related professional services costs) undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the City's TAD Advisory Committee for consideration for TAD Financing, as required by Section 3.8.

1.13 **"Redevelopment Agency"** means the City Council which is the redevelopment agency for the TAD designated by the City of Norcross in accordance with the Redevelopment Powers Law.

1.14 **"Redevelopment Area"** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the "City of Norcross Tax Allocation District Number One – City Center East," as more fully described in the City Resolution and the Redevelopment Plan.

1.15 **"Redevelopment Plan"** means the written plan of redevelopment for the Redevelopment Area (as defined in O.C.G.A. §36-44-3(9)) approved by the City in the City Resolution, designated as the "Downtown Norcross Redevelopment Plan," and containing the Norcross City Center East TAD.

1.16 **"Redevelopment Powers Law"** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.17 **"Special Fund"** means the special fund with respect to the Norcross City Center East TAD created pursuant to O.C.G.A. §36-44-11(c).

1.18 **"Tax Allocation Increment"** means the amount of positive tax allocation increment with respect to real property accrued in each calendar year within the Norcross City Center East TAD as defined in O.C.G.A. §36-44-3(14).

1.19 **"TAD Financing"** means TAD Bonds issued by the City in accordance with O.C.G.A. §36-44-3(12), funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16 or revenue bonds issued by the City pursuant to O.C.G.A. §36-44-13(3) with respect to the Norcross City Center East TAD , that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.

1.20 **"Term"** means the term of this Agreement as prescribed in Section 3.1 hereof.

1.21 **"TAD Advisory Committee"** means a committee established by the City of Norcross and Gwinnett County to review and make recommendations to the Norcross City Council regarding future applications of Tax Allocation Increments and/or TAD Financing for Norcross City Center East TAD.

## ARTICLE 2

### REPRESENTATIONS

2.1 **Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the Urban Redevelopment Plan on April 6, 2009 and the City of Norcross Tax Allocation District Number One – City Center East effective as of April 6, 2015, pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the Norcross City Center East TAD.

2.1.3 The City intends to authorize the issuance of TAD Bonds or other means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan.

2.1.4 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use

of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.1.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.1.6 The City agrees to adopt Tax Allocation District Policies and Guidelines consistent with Gwinnett County's Tax Allocation District general policies, guidelines, methods of financing, and maximum term as well as Gwinnett County's Debt Management Policy related to TAD bonds. The City of Norcross further agrees to utilize an application for TAD financing that is consistent and contains the same information as the "Gwinnett County Application for TAD Financing."

2.2 **Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, the pledge of certain ad valorem property taxes levied by the County on taxable real property within the Norcross City Center East TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. §36-44-9(c).

2.2.3 The County has established certain objectives and promulgated relevant policies for establishing Tax Allocation Districts within unincorporated areas of the County.

2.2.4 The County has determined that the judicious consent to the use of certain Tax Allocation Increment within the Norcross City Center East TAD in furtherance of the Redevelopment Plan is an effective means of assisting with the redevelopment of an economically-challenged area. Such redevelopment will benefit the residents and businesses of Gwinnett County through ameliorating deteriorating areas, expanding the local tax base, and restoring targeted and sustainable growth within the Redevelopment Area.

2.2.5 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

## ARTICLE 3

### COUNTY TAX ALLOCATION INCREMENT

3.1 **Term of the Agreement.** The term of this Agreement (the "Term") shall commence on the Effective Date, and this Agreement shall remain in full force and effect until: (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the Norcross City Center East TAD: has been terminated by Resolution for other reasons; or (iii) twenty-five years have elapsed from the Effective Date, whichever first occurs.

3.2 **Certification of Tax Allocation Increment Base.** The City and the County hereby agree that the Tax Allocation Increment Base for the Norcross City Center East TAD, which will be certified by the State Revenue Commissioner as of December 31, 2015, is the taxable value of all real property subject to ad valorem property taxation located within the TAD, net of all exemptions and exclusions provided by law, in accordance with O.C.G.A 36-44-10.

3.3 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for Norcross City Center East TAD.**

3.3.1 Pursuant to the County Resolution, the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2015. The total millage rate used for computation of future County Tax Allocation Increments shall be calculated as the sum of the "General Fund," "Fire and EMS," and "Recreation" millage charged within the City limits of Norcross.

3.3.2 Commencing in 2016, the County authorizes the Gwinnett County Tax Commissioner to remit to the City each year during the term of this Agreement, in accordance with the Redevelopment Powers Law, the County Tax Allocation Increment for the TAD for such year within sixty (60) days after the due date for all ad valorem taxes paid by the due date and within sixty (60) days after the end of the year adjustment of the Annual Tax Allocation District Certification as to all such taxes paid after the due date therefore.

3.3.3 During the Initial Financing Period, the County Tax Allocation Increment may be included in TAD Financing of Approved Projects, subject to the terms of this Agreement.

3.3.4 After the Initial Financing Period, a resolution of the County shall be required to authorize the pledge of the County Tax Allocation Increment for additional TAD Financing. Notwithstanding any decision by the County not to pledge the County Tax Allocation Increment beyond the Initial Financing Period, nothing in this Agreement shall obviate or diminish the pledge of the County Tax Allocation Increment toward the repayment of any TAD Financing then outstanding; any pledge of the County Tax Allocation Increment therefore shall remain pledged until such TAD Financing is completely satisfied.

3.3.5 The term of any or each TAD Financing for which the County Tax Allocation Increment is to be pledged shall mature at such time or times not more than 25 years from their respective issuance dates.

3.3.6 Upon the retirement of all outstanding TAD Financing, any funds derived from the County Tax Allocation Increment remaining in the TAD Special Fund after all redevelopment costs have been paid or otherwise satisfied shall be paid to the County within 60 days after the end of the calendar year in the same manner and in the same proportion as the most recent distribution by the County, in accordance with the Redevelopment Powers Law.

3.4 **Issuance of TAD Bonds or other TAD Financing.**

3.4.1 The aggregate principal amount of any and all TAD Financing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.

3.4.2 The Commencement of Construction of Significant Projects shall have occurred by no later than December 31, 2022.

3.4.3 In the event the deadline set forth in subsection 3.4.2 is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2022, unless the County waives this deadline by Resolution. If the County's consent so terminates, the County's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the County by the City within forty-five (45) days after the termination date.

3.5 **Reporting.** Commencing at the beginning of calendar year 2017 and each of the City's fiscal year thereafter, the City will provide to the County, within sixty (60) days after the end of each such fiscal year, a comprehensive annual report and audit regarding the amount of positive Tax Allocation Increment deposited in the TAD Special Fund, the uses of such funds, and the status of all development undertaken within the TAD.

3.6 **Use of County Tax Allocation Increment.** The County Tax Allocation Increment may be used for the following purposes:

3.6.1 Capital costs, including costs incurred for land clearing and grading, real property acquisition (provided said property is acquired for public use), demolition of existing structures, environmental remediation, construction of parking structures and water, sewer, storm water, or communications infrastructure; intersection, transit, transportation and roadway improvements and conference or civic meeting facilities. Capital costs for which the County's increment may be used include infrastructure improvements that are interior to the project site and assist the overall development area. Any additional categories of expenditures for capital costs must be approved by Resolution of the Board of Commissioners.

3.6.2 TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and

3.6.3 Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).

3.6.4 The County Tax Allocation Increment may not be used or pledged to pay for or reimburse the costs of real property assembly associated with private development on private property.

3.7 **Periodic Review.** Commencing on January 1, 2023, and continuing every three (3) years thereafter, the City and the County agree to cooperatively review the report to determine whether the goals and incremental milestones of the Norcross City Center East TAD as stated in the Redevelopment Plan have been achieved during the previous 3-year period and whether there has been sufficient Tax Allocation Increments generated and deposited into the Special Fund to pay all debt service payments when due on TAD financing, to satisfy all other terms of the Bond Indenture, and meet any other obligations related to TAD financing.

3.8 **TAD Project Approval Process.**

3.8.1 The City agrees to jointly create with Gwinnett County a five-member TAD Advisory Committee, which will review all Projects involving the expenditure of Tax Allocation Increments, and/or all issuances of TAD financing, prior to their consideration for approval by the City Council. Such TAD Advisory Committee shall include three members representing Gwinnett County to include the Chair of the Gwinnett County Board of Commissioners or that official's designee, the County Administrator or that official's designee, and the Gwinnett County Director of Planning & Development or that official's designee as voting members of such Committee, with the same powers and voting rights as all other members of said Committee. In the event that such Advisory Committee contains more than five members, Gwinnett County shall have the right to appoint representatives in the same proportion of representation as it has on the five member advisory committee.

3.8.2 Prior to the issuance of TAD financing for any Project, in whole or in part, with County Tax Allocation Increment, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be evaluated by the Redevelopment Agency for each proposed Project shall include but is not limited to, experience of the development team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, and Tax Allocation Increment projected to be generated by such Project. Any Project recommended for TAD financing to the City Council first must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project.

3.8.3 Any proposed amendments to the Redevelopment Plan to materially increase redevelopment costs or materially amend the nature and scope of redevelopment for Norcross City Center East TAD shall be recommended to the City only by majority vote of the TAD Advisory Committee, and by approval of the County Administrator.

Any proposed amendments to the Redevelopment Plan to expand the boundaries of the Redevelopment Area for which the County Tax Allocation Increment is requested to be pledged must be approved by Resolution of the City Council and by Resolution of the Board of Commissioners.

3.9 **TAD Project Financing Limit.** Unless otherwise authorized by the County in writing, no privately developed Project shall receive benefit of the County Tax Allocation Increment from either the TAD Special Fund or from the proceeds of TAD Financing in an amount which exceeds 15% of the total project value. Public facilities in support of the redevelopment plan which are linked to a major private investment are excluded from this limitation.

3.10 **Payment in Lieu of Taxes.** Commencing with remittance of the 2016 County Tax Allocation Increment, if any, the City agrees to make an annual payment in lieu of taxes ("PILOT") to the County, as authorized by O.C.G.A. §36-44-3(8)(G), in an amount which equals the incremental portion of the County Tax Allocation Increment, if any, which accrues from the tax levy for Parks and Recreation collected within the TAD. This payment shall be made by the City to the County within 60 days after the end of the calendar year.

3.11 **Future Request to Include School Increment.** The parties specifically acknowledge that that the City may request the consent of the Gwinnett County Board of Education for the inclusion of certain ad valorem taxes levied for educational purposes on real property within the boundaries of the TAD in the computation of the Tax Allocation Increment for the purposes of paying redevelopment costs. If such request is made, the City shall provide the Gwinnett County Tax Commissioner with the appropriate information.

3.12 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter if so elected by the County, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

3.13 **City's Indemnification of County.** The City hereby agrees to defend and hold harmless the County and its Commissioners, officials, employees, agents and representatives from and against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City or its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City or its Redevelopment Agency under this Agreement.

3.14 **Limitation of Obligations.** The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the County.

## ARTICLE 4

4.1 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.2 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4.3 **Survival of Warranties.** All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

4.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.5 **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

4.6 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

### **CITY:**

**Rudolf Smith**  
**City Manager**  
65 Lawrenceville Street  
Norcross, Georgia 30071  
(678) 421-2027

### **With A Copy to:**

**Pat O'Brien**  
**City Attorney**  
Thompson O'Brien Kemp & Nasuti, P.C.  
40 Technology Parkway South  
Suite 300  
Norcross, Georgia 30092  
(770) 925-0111 telephone  
(770) 925-8597 facsimile

**COUNTY:**

**Glenn Stephens**  
**County Administrator**  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, GA 30046  
(770) 822-7000

**With A Copy to:**

**William J. Linkous, III**  
**County Attorney**  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, GA 30046  
(770) 822-8707

4.7 **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.8 **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

**IN WITNESS WHEREOF**, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

**CITY OF NORCROSS, GEORGIA**

**By:** \_\_\_\_\_  
**Bucky Johnson, Mayor**

**Attest:** \_\_\_\_\_  
**Monique Lang, City Clerk**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**Pat O'Brien, City Attorney**

**GWINNETT COUNTY BOARD OF  
COMMISSIONERS**

**By:** \_\_\_\_\_  
**Charlotte J. Nash, Commission  
Chairman**

**Attest:** \_\_\_\_\_  
**Diane Kemp, Clerk**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**M. Van Stephens, Chief Assistant County Attorney**