

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, May 16, 2016

6:30 PM

2nd Floor Conference Room

Policy Work Session

*Mayor Bucky Johnson
Mayor Pro Tem Craig Newton
Council Member David McLeroy
Council Member Andrew Hixson
Council Member Josh Bare
Council Member Pierre Levy*

ROLL CALL**Citizen Input****General Updates**

- *New Website/Communications Guide - P. Ledbetter
- *RAOD - J. Davis
- *Geotechnical Study of the Community Center Lot - J. Davis
- *Citywide Cameras - B. Grogan

Council - General Discussion**Board Appointments**

1. [16-4399](#) **Creation of Discovery Garden Park Board Ordinance**
Attachments: [ORD 03-2016 Discovery Garden Park Board](#)

An ordinance to create the Norcross Discovery Garden Park Board, for the purposes of managing the Norcross Discovery Garden Park, to cultivate a growing and creative Discovery Garden Park.

2. [16-4398](#) **Intergovernmental Agreement with Georgia Emergency Management Agency**
Attachments: [Statewide Mutual Aid and Assistance Agreement](#)

The attached Statewide Mutual Aid and Assistance Agreement allows us access to Georgia Emergency Management Agency (GEMA) and Homeland Security resources if they are needed.

3. [16-4376](#) **Proposed Moratorium on the Construction of Fences**
Attachments: [Sec 115-115 Walls and fences text amended](#)

Staff is proposing that ARB revise its fence review to include the code from Section 115-115 as the basis for the rulings on fencing in the Norcross Traditional Neighborhood District. We will present the proposed amendment to the ARB on Tuesday May 17, 2016 for their review and comment. The attached documents outline the proposed amendments for your information.

4. [16-4388](#) **Discussion of the Unified Development Ordinance concerning Sidewalks**
Attachments: [Dev Regs](#)

The staff has given an update to the Mayor & Council regarding the concept of the sidewalk bank. We have provided a copy of the Gwinnett County UDO, which we have adopted as our development code, and it appears to give the Council the authority they requested for accepting cash payment instead of forcing the construction of a sidewalk. They received the material at the last meeting and were going to look it over to see if they agreed with the Staff reading of the code.

5. [16-4401](#) **Amendment to Economic Development Manager Job Description**

Attachments: [Memo - Economic Dev Dir DDA](#)
[Economic Development DDA Director](#)

6. [16-4408](#) **2017 SPLOST Projects Discussion**

Attachments: [SPLOST Categories2](#)

Mayor and Council will discuss allocations to the 2017 SPLOST Fund for Capital Projects

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 #: 16-4399 **Version:** 1

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

File created: 5/4/2016 **In control:** Policy Work Session

On agenda: 5/16/2016 **Final action:**

Title: Creation of Discovery Garden Park Board Ordinance

Sponsors:

Indexes:

Code sections:

Attachments: 1. [ORD 03-2016 Discovery Garden Park Board](#)

Date	Ver.	Action By	Action	Result
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Title
Creation of Discovery Garden Park Board Ordinance

Drafter
Deb Harris

[DRAFT]

ORDINANCE NO. __ - 2016

An Amendment to the City Code of Ordinances to Provide for the Creation of the Norcross Discovery Garden Park Board, and for Other Purposes as Stated Herein:

WHEREAS, Section 3.11 of the City Charter for the City of Norcross permits the Mayor and Council to create by ordinance a commission to fulfill any investigative, quasi-judicial or quasi-legislative function the city council deems necessary and shall by ordinance establish the composition, period of existence, duties and powers thereof; and

WHEREAS, the Mayor and Council of the City of Norcross have determined that it is necessary and in the best interest of the City that Article II of Chapter 101 of the Code of Ordinances of the City of Norcross be amended to provide for the creation of the Norcross Discovery Garden Park Board, the appointment of a board of directors, its duration, and for other purposes as stated herein; and

WHEREAS, the Mayor and Council of the City of Norcross have determined that the Norcross Discovery Garden Park Board is needed to manage the Norcross Discovery Garden Park (“Discovery Garden Park”), to cultivate a growing, creative Discovery Garden Park, to promote continuous growth and development of Discovery Garden Park, to seek funding from donations and public grant funding to promote growth and interest in Discovery Garden Park, to review and make recommendations to the Mayor and Council for the funding and design of Discovery Garden Park, to organize and make recommendations to the Mayor and Council for events at Discovery Garden Park, and to prepare a “Master Discovery Garden Park Plan” for approval by the Mayor and Council after receiving public comment;

NOW THEREFORE, the Mayor and Council hereby amend Articles II of Chapter 101 by adding a new Section 101-35, as is more particularly set forth below.

Ordinance No. ____-2016

An Amendment to the City Code of Ordinances, Chapter 101, Article II, entitled “Boards, Commissions, Authorities and Committees.”

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 numbered to accomplish that intention.

I. Amendment.

Sec. 101-35 Norcross Discovery Garden Park Board.

- (a) There is hereby determined and declared to be a present and future need for a commission to inspire appreciation of nature through organic gardening, education and demonstration within the City which shall henceforth be named the Norcross Discovery Garden Park Board.
- (b) The Norcross Discovery Garden Park Board shall have the following duties and responsibilities:
 - (1) To manage the Norcross Discovery Garden Park (“Discovery Garden Park”),
 - (2) To cultivate a growing, creative Discovery Garden Park,
 - (3) To promote continuous growth and development of Discovery Garden Park,
 - (4) To seek funding from donations and public grant funding to promote growth and interest in Discovery Garden Park,
 - (5) To review and make recommendations to the Mayor and Council for the funding and design of Discovery Garden Park,
 - (6) To organize and make recommendations to the Mayor and Council for events at Discovery Garden Park,
 - (7) To prepare a “Master Discovery Garden Park Plan” for approval by the Mayor and Council after receiving public comment; and
 - (8) To prepare and present to a proposed budget to the Mayor and Council for its operation not later than sixty (60) days prior to the beginning of each fiscal year.
- (c) The Norcross Discovery Garden Park Board shall consist of a board of directors having five members, all being taxpayers residing in the City. All directors shall be appointed by the Mayor and City Council by resolution as follows:
- (d) Membership and terms.
 - (1) Members. The Norcross Discovery Garden Park Board shall be comprised of five members, appointed by the City Council. Members shall serve at the pleasure of the Mayor and City Council with terms determined by the Norcross Discovery Garden Park Board.
 - (2) Qualifications. The membership of the Norcross Discovery Garden Park Board shall consist of members who, in the opinion of the Mayor and City Council, are qualified by experience and training to pass judgment on matters pertaining to Discovery Garden Parking and are not employees of the city.
 - (3) Quorum and voting. A simple majority of the board shall constitute a quorum.
 - (4) Chairperson. The Norcross Discovery Garden Park Board shall annually select one of its members to serve as chairperson.
 - (5) Secretary of the board. The chairperson of the Norcross Discovery Garden Park Board shall appoint a secretary of the board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision,

the vote of each member, the absence of a member and any failure of a member to vote.

- (6) Directors shall not receive a salary but they may be reimbursed for their expenses.
- (f) The Norcross Discovery Garden Park Board may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper.
- (g) The Mayor and Council do hereby appoint the person who holds the office of City Attorney from time to time and/or the person who holds the office of City Clerk from time to time to act as the hearing officer duly empowered to conduct such public hearings as may be necessary regarding matters involving the Norcross Discovery Garden Park Board, and empowers either of them to take such actions as may be necessary or appropriate in the conduct of such office. The Mayor is authorized to approve the issuance of revenue bonds of the issuer.
- (h) The Mayor and Council shall have the power to dissolve the Norcross Discovery Garden Park Board by ordinance.

II. Severability. If the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any ordinance, section, subsection, paragraph, subdivision or clause of this ordinance.

III. Repealer. All ordinances or parts thereof which are in conflict with any provision or any section, subsection, paragraph, subdivision or clause of this ordinance is hereby repealed to the extent of the conflict.

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

Bucky Johnson, Mayor

ATTEST:



Legislation Details (With Text)

File #: 16-4398 **Version:** 1

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

File created: 4/29/2016 **In control:** Policy Work Session

On agenda: 5/16/2016 **Final action:**

Title: Intergovernmental Agreement with Georgia Emergency Management Agency

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Statewide Mutual Aid and Assitance Agreement](#)

Date	Ver.	Action By	Action	Result
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Title
Intergovernmental Agreement with Georgia Emergency Management Agency

Drafter
Bill Grogan

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Norcross

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: City of Norcross

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for

City of Norcross (county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: ____/____/____

Chief Executive Officer – Print Name



Legislation Details (With Text)

File #: 16-4376 **Version:** 1

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

File created: 4/7/2016 **In control:** Mayor and Council

On agenda: 5/16/2016 **Final action:**

Title: Proposed Moratorium on the Construction of Fences

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Sec 115-115 Walls and fences text amended](#)

Date	Ver.	Action By	Action	Result
4/18/2016	1	Policy Work Session	Referred to the	

Title
Proposed Moratorium on the Construction of Fences

Drafter
Jon Davis

Proposed Text Amendment

Chapter 115 – Zoning

Article IV-Exceptions and Modifications

Sec. 115-115. - Walls and fences. (modified to show examples of decorative fencing to clarify what is meant)

Walls and fences shall be permitted in any zoning district and are not subject to setback requirements, except as provided for in this section.

- (1) In a residential zoning district, the following provisions shall apply:
 - a. No wall or fence shall exceed eight feet in height within a side yard or rear yard.
 - b. No wall or fence that extends into the front yard shall exceed four feet in height, except that any gate or gatepost within the wall or fence shall not exceed six feet in height.
 - c. No wall or fence constructed of woven wire or metal fabric (e.g., chainlink, hog wire or barbed wire) shall extend into a front yard, except that woven wire or metal fabric fences may extend into a front yard when the property contains a minimum of three acres.
 - d. Any wall or fence which extends into the front yard on property containing less than three acres shall be ornamental or decorative and may be constructed of brick, stone, wood, stucco, wrought iron or split rail; provided that no wall or fence shall be constructed of exposed concrete block, tires, junk or other discarded materials.

Sample Images of Decorative Fencing



Wood Pickets with Gate



Masonry & Wrought Iron



Wrought Iron

Simple Wooden Fence

These images are presented as a guide for selection of a decorative fence.

- e. Any subdivision entrance wall or fence shall not exceed ten feet in height and shall be subject to the approval of the Community Development Director after the submission of a landscape plan and an architectural elevation.

(2) In a nonresidential district, the following provisions shall apply:

- a. Any fence or wall to be located in the C3, Central business district shall be subject to the approval of the Community Development Director pursuant to the provisions of section 115-85(d).
- b. No fence or wall shall be allowed in any front yard.

(Code 1979, § 8-4-61; Code 1998, § 106-116; Ord. No. 06-2002, § 106-116, 3-4-2002; Ord. No. 03-2003, § 106-116, 3-3-2003; Ord. No. 07-2004, 6-7-2004)



Legislation Details (With Text)

File #: 16-4388 **Version:** 1

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

File created: 4/13/2016 **In control:** Policy Work Session

On agenda: 5/16/2016 **Final action:**

Title: Discussion of the Unified Development Ordinance concerning Sidewalks

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Dev Regs](#)

Date	Ver.	Action By	Action	Result
5/2/2016	1	Mayor and Council		
4/18/2016	1	Policy Work Session	Referred to the	

Title
Discussion of the Unified Development Ordinance concerning Sidewalks

Drafter
Councilmember Hixson

900-80.5

Construction Methods.

- A. Curb and gutter shall be set true to line and grade, be field staked, and finished to the section shown on the plans. Along the Project Access Improvements of a road which the Department of Transportation has identified for resurfacing within one year of the new construction, the grade of the new gutter shall be placed 1 inch above the Project Access Improvement pavement grade in areas where drainage will not be adversely affected.
- B. Line and grade shall be field staked for grades less than two percent and grades over 12 percent, and within 100 feet in both directions from all low points.
- C. One-half inch expansion joints or premolded bituminous expansion joint material shall be provided at all structures and radius points and at intervals not to exceed 250 feet in the remainder of the curb and gutter.
- D. Inferior workmanship or unprofessional construction methods resulting in unacceptable curb and gutter will be cause for rejection of the finished work.
- E. Disturbed areas along all curbing shall be backfilled, stabilized, and grassed.

Section 900-90. Sidewalk Requirements.

900-90.1

Sidewalks.

Sidewalks and curb ramps shall be constructed in all new development or redevelopment along all abutting or internal streets, existing or new, private or public. Whenever a discrepancy occurs between the design and construction standards of this UDO and any state or federal regulation, then the most restrictive shall apply.

900-90.2

Sidewalk and curb ramp installation and timing.

Sidewalks and curb ramps shall be installed as follows:

- A. **Developers shall connect proposed sidewalks on developed property to the adjacent property's sidewalks.**
- B. **Residential subdivision projects.**
Sidewalks and curb ramps, where required, shall be installed on new internal streets (both sides including "eyebrow" turnarounds and cul-de-sacs) and on abutting external streets (abutting side).
- C. **Residential subdivision developer's responsibility.**
Developers shall install sidewalks and curb ramps on abutting external streets, "passive" recreation areas, common area and open space prior to the approval of the Final Plat. Sidewalks on "active" recreation area lots shall be installed prior to issuance of a Certificate of Occupancy.
- D. **Homebuilder responsibility.**
Homebuilders shall install sidewalks, and curb ramps not required to be installed by developers, on residential lots prior to release of the Certificate of Occupancy for a home.
- E. **Non-residential and non-subdivision projects.**
Sidewalks shall be installed on new internal streets (both sides including cul-de-sac and "eyebrow" turnarounds) and on abutting external streets (abutting side) by the lot owner or developer prior to the issuance of a Certificate of Occupancy.

F. Performance surety.

Performance surety for sidewalks and ramps not yet installed must be approved by the Director. The surety shall be in an amount acceptable to the County.

G. Escrow alternative.

The cost of sidewalk installation may be set aside in escrow with the Department of Transportation if proposed road improvements by the County may impact the location of a sidewalk or if the sidewalk cannot be constructed due to topographic or utility constraints. Costs shall be set at a linear rate by Gwinnett DOT and are subject to include construction, acquisition, and engineering costs for sidewalk projects within the County.

900-90.3**Sidewalk design and construction standards.**

Sidewalks shall be constructed in accordance with the requirements of this section. The Director is authorized to grant Modifications upon specific application due to topographic or drainage difficulty as well as alternative design proposals after receiving a recommendation from the Department of Transportation.

A. Width.

Sidewalks shall be at least 4 feet wide on new internal subdivision streets and at least 5 feet wide on abutting external streets with the following exceptions:

1. Sidewalks shall be at least 5 feet wide on new internal streets or drives within the Senior Oriented Residence District (R-SR) and Office-Residential District (O-R).
2. Sidewalks shall be at least 5 feet in width on new local non-residential streets and 5 feet in width for new local residential streets in the TND and Mixed-Use Districts (MU-N, MU-C and MU-R) and shall conform with this Section and any additional requirements of [Sections 210-190](#) through [210-225](#).

B. Setback.

Sidewalks shall be located at least 2 feet from the back of curb. The area between the curb and the sidewalk shall consist of grass or landscaping and shall be consistent with the requirements of [Chapters 600](#) through [640](#) of this UDO. Where no curb exists, or if road improvements are proposed for installation by the County, sidewalks, including appropriate storm-water infrastructure, shall be constructed in a location acceptable to the Gwinnett County Department of Transportation.

C. Cross slope.

Sidewalks shall be constructed with a cross slope of 0.25 inch per foot. Sidewalks shall maintain this cross slope at driveway crossings or transition the sidewalk to a driveway with ramps and detectable warnings.

D. Material.

Class "B" concrete (as defined by Georgia Department of Transportation) with a minimum strength of 2,200 PSI at 28 days.

E. Final stabilization.

Disturbed areas resulting from sidewalk construction shall be backfilled, stabilized, and grassed or landscaped.

F. Georgia Department of Transportation controlled roads.

Sidewalks located in the right-of-way of roads under the jurisdiction of the Georgia Department of Transportation shall be constructed in accordance with Georgia Department of Transportation design and construction standards.

G. Sidewalk curb ramp design and construction standards.

Intersection radius curb ramps shall be provided at street intersections. Straight ramps may be provided at intersections of curbed driveways and at streets without sidewalks. Curb ramps shall meet the requirements of the *Americans with Disabilities Act*.

H. Damage repair.

Damage to roads, sidewalks, curbs, and ramps caused by construction or development activity shall be repaired at no cost to the County within 30 days or prior to issuance of a Certificate of Occupancy, whichever is earlier.



Legislation Details (With Text)

File #: 16-4401 **Version:** 1

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

File created: 5/5/2016 **In control:** Mayor and Council

On agenda: 5/16/2016 **Final action:**

Title: Amendment to Economic Development Manager Job Description

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Economic Dev Dir DDA](#), 2. [Economic Development DDA Director](#)

Date	Ver.	Action By	Action	Result
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Title
Amendment to Economic Development Manager Job Description

Drafter
Rudolph Smith



Rudolph Smith
City Manager
65 Lawrenceville Street
Norcross, Georgia 30071
678-421-2027
rsmith@norcrossga.net

Memo

To: Mayor & Council

From: Rudolph Smith

Date: May 10, 2016

Re: Revision to Economic Development Manager Title, Duties and Job Description

The duties and responsibilities of the Economic Development Manager have been revised as you will see in the attached job description. For that reason, the job title has been changed to Economic Development/DDA Director. The purpose of this change is to re-align the role of this position as it relates to the DDA and other functions.

CITY OF NORCROSS

JOB DESCRIPTION



Job title: Economic Development/DDA Director

Job Level: 36

Department: City Manager

General Position Summary:

This position is responsible for managing the economic development activities of the City and DDA under the general supervision of the City Manager

Reports to: City Manager

Full-time

Part-time

Nonexempt

Exempt

General Duties and Responsibilities:

- To support the vision, mission and guiding principles of the City and DDA
- While performing any procedure, all personnel must observe applicable safety, health and environmental rules and guidelines
- Attend and participate in training and seminars relevant to this position
- Adhere to appropriate city operating procedures, benefits rules, employment and safety policies/practices
- Adhere strictly to the requirements for confidentiality while following Georgia law

Essential Duties and Responsibilities:

- Assists with City and DDA property acquisitions and sale of properties
- Oversee management of DDA properties including, but not limited to maintain 100% occupancy of businesses, rental collection, building maintenance and resolve lease issues
- Assists with annexation and associated procedures
- Draft and review ordinances as related to economic development
- Assists as needed in the administration of City Capital Improvement Projects to include, but not limited to the development of projects, budgets and design. Ensures public involvement as needed
- Review, analyze and interpret data related to economic development
- Maintain an awareness of new development programs, as well as state, local, private and public funding sources and grant opportunities; preparation, submittal and grants for economic development
- Promote citywide economic development through education, advertising, networking, public relations and any other relevant and effective means. Attend business association meetings and encourage business development for Norcross
- Support retail, restaurant, commercial, residential and other business development within the City of Norcross and work cooperatively with the downtown manager along with landlords to bring viable businesses to the downtown area and retain existing businesses
- Acts as a liaison to the Chambers of Commerce, Partnership Gwinnett, Gwinnett County

Government, Community Improvement District (CID) and any other organization or group involved in economy development activities

- Initiate economic development materials and programs for the City consistent with the adopted branding scheme and marketing plan. Contribute to the development of promotional and marketing materials, brochures and programs. Plan and execute business promotional events such as grand openings and ribbon cutting ceremonies
- Complete surveys and performs other tasks relative to economic development as requested by the city manager
- Work closely with the planning division on updating existing plans and documents to assure that an economic development perspective is included
- Maintains accurate and up to date demographic data related to economic development programs
- Coordinate all economic development programs such as Network Norcross, Annual Business Breakfast, etc.
- Conduct prospect site visits to existing industry inventory and expand with economic initiatives and other business activities as directed by the city manager
- Assures that all applicable economic development website pages are updated regularly and serves as valid tools for the development and business community in cooperation with the communications team (PR)
- Hours must be flexible and should be able to work on the weekend and evening if necessary
- Knowledge of administration, budgeting and basic accounting
- Prepares, implements and monitors the economic development budget
- Skilled in gathering and analyzing statistical data
- Perform other tasks that support economic development and the DDA
- Thorough knowledge of principles and practices of municipal planning, management, marketing, administration and public information
- Ability to establish and maintain effective working relationships with local, federal and state agencies and other organized groups concerned with economic development/downtown development programs
- Ability to relate to and effectively meet with the public at all levels and to discuss problems, complaints and opportunities tactfully, courteously and effectively
- Comprehensive knowledge of modern office practices and procedures and standard office equipment
- Ability and knowledge to use Co-Star and Xceligent and read and input properties
- Must know real estate terms and able to negotiate and calculate rental rates and other charges related to real estate. Also, have a strong working relationship with real estate professionals and brokers in the commercial sector
- Needs to have a developed working network of contacts with project managers from the Georgia Department of Economic, Electric Cities of Georgia, Georgia Power and other EMC's.
- He should insure that communications between Council and the DDA are continually maintained and improved. Also work hard to insure that Council and DDA are fully aware of potential conflicts.
- He should be aware of and address potential disputes between Council and the DDA and take proactive steps to minimize potential confusion.

Education and/or Work Experience Requirements:

- Bachelor's degree (Masters Preferred) in Economics, Public Policy, Planning or applicable field
- Minimum of five years of experience in a related field at the local government level
- This position is part of a dynamic work group with a high degree of public interaction. It requires the ability to multi-task, respond to changing priorities and work with limited supervision
- Successful candidate must have strong communication skills – both verbally and written
- Proven ability to organize and manage teams
- Valid State of Georgia driver's license (Non-commercial Class A or B); with a satisfactory motor vehicle record (MVR)
- Individual must be able to travel to fulfill the duties of the position

Additional Duties and Responsibilities:

Any other duties as assigned

Job Scope:

Job has recurring work situations involving high degrees of discretion. The need for accuracy and effective utilization of accepted programs and routines is high. Errors in judgment will waste resources and adversely impact performance. Incumbent operates independently, but work is verified. Content of work priorities are determined by supervision. The purpose of this position is to engender economic growth and stability in Norcross by working with developers to bring new projects into the city, to increase the viability of the downtown area, to help implement the 2030 plan and TAD's, to obtain grants for projects and by promotion through networking and various marketing techniques.

Knowledge, Skills and Abilities:

- Comprehensive knowledge of the principles and practices of public administration and management.
- Knowledge of local government rules, city code and legal aspects of local government administration.
- Knowledge of financial administration and budgetary requirement.
- Ability to develop comprehensive plans from general instructions.
- Ability to plan and supervise the work of others.
- Ability to accomplish assigned duties with minimum supervision with general directives.
- Ability to write clear and concise reports, and letters.
- Ability to learn quickly and react positively in a rapidly changing environment.
- Knowledge of City utility operations and administration.

JOB CONDITIONS:

The physical demands described here are representative of those that must be met by an associate to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job the employee is:

- Frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms;

and talk and hear

- Occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch or crawl
- Occasionally lift and/or move up to 30 pounds

- Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and ability to adjust focus
- The noise level in the work environment is usually low

LIMITATIONS AND DISCLAIMER:

The above job description is meant to describe the general nature and level of work being performed. It is not intended to be an exhaustive list of all responsibilities, duties and skills required for the position.

All job requirements are subject to possible modification to reasonably accommodate individuals with disabilities. Some requirements may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees.

This job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job-related instructions and to perform other job-related duties requested by their supervisor in compliance with Federal and State Laws.

Requirements are representative of minimum levels of knowledge, skills and/ or abilities. To perform this job successfully, the employee must possess the abilities or aptitudes to perform each duty proficiently. Continued employment remains on an "at-will" basis.

Associate confirms receipt of description (print name):

Employee signature:

Date:

Approved by Director:

Approved by City Manager:



Legislation Details (With Text)

File #: 16-4408 **Version:** 1

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

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On agenda: 5/16/2016 **Final action:**

Title: 2017 SPLOST Projects Discussion

Sponsors:

Indexes:

Code sections:

Attachments: [1. SPLOST Categories2](#)

Date	Ver.	Action By	Action	Result
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Title
2017 SPLOST Projects Discussion

Drafter
Rudolph Smith

Types of Projects

Only certain types of projects are eligible under the law for SPLOST funding. The types of projects that may be funded through a SPLOST are:

1. Roads, streets, and bridges, which may include sidewalks and bicycle paths;
2. A capital outlay project in the special district consisting of a courthouse or administrative buildings; a civic center; a local or regional jail, correctional institution, or other detention facility; a library; a coliseum; local or regional solid waste handling facilities; local or regional recovered materials processing facilities; or any combination of such projects;
3. A capital outlay project to be operated by a joint authority or authorities of the county and one or more qualified municipalities within the special district;
4. A capital outlay project to be owned or operated or both by the county, one or more qualified municipalities in the special district, one or more local authorities in the special district, or any combination thereof;
5. A capital outlay project consisting of a cultural, recreational, or historic facility or a facility for some combination of these purposes;
6. A water or sewer capital outlay project, or combination thereof, to be owned or operated by a county water and sewer district and one or more qualified municipalities in the special district;
7. The retirement of existing general obligation debt of the county, one or more qualified municipalities, or any combination thereof;
8. A capital outlay project within the special district consisting of public safety or airport facilities, or both, or related capital equipment used to operate such facilities, or any combination of such purposes;
9. A capital outlay project within the special district consisting of capital equipment for use in voting in official elections or referenda;
10. A capital outlay project within the special district consisting of any transportation facility designed for the transportation of people or goods, including but not limited to railroads, port and harbor facilities, mass transportation facilities, or any combination thereof;
11. A capital outlay project within the special district consisting of a hospital or hospital facility owned by the county, a qualified municipality or a hospital authority and operated by such county, municipality, or hospital authority, or by a nonprofit, tax-exempt organization through a lease or contract with the county, municipality or hospital authority; or
12. Any combination of two or more of the above projects.