

City of Norcross

*65 Lawrenceville Street
Norcross, GA 30071*



Meeting Agenda

Monday, June 6, 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.****16-4412****Approval of Previous Meeting Minutes**

Attachments: [CC - Minutes - 05-02-2016 - Regular Mtg](#)

[CC - Minutes - 05-09-2016 - Special Called](#)

[CC - Minutes - 05-16-2016 - Special Called](#)

[CC - Minutes - 05-16-2016 - Policy](#)

16-4413**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**I. Reports of the Mayor and Council Members**

a. General Announcements

*****June*****

June 4 – Norcross Community Market, 9 a.m. – 1 p.m., Lillian Webb Park

June 7 & 10 – Life Long Communities, Senior Services Speaker Series, 10 a.m., Norcross Community Center

June 8 - Norcross Public Arts Commission Public Meeting, 7 p.m., 45 South, Downtown Norcross

June 10- Summer Concert Series, Georgia Red Clay, 7:30 – 9:30 p.m., Thrasher Park

June 11 – Norcross Community Market, 9 a.m. – 1 p.m., Lillian Webb Park

June 13- Movie Monday, Spectre, 1:30 p.m. & 6:30 p.m., Norcross Community Center

June 17 – Ingrid Bolton Oil Painting Art Show, Georgia On My Mind Opening Reception, 6:30 – 8:30 p.m., The Rectory

June 18 – Norcross Community Market, 9 a.m. – 1 p.m., Lillian Webb Park

June 18- Bluesberry and Beer Festival, 4 – 10 p.m., Downtown Historic Norcross (Betty Mauldin Park)

June 20- Policy Work Session, 6:30 p.m., Norcross City Hall, 2nd Floor Conference Room

June 24- Summer Concert Series, King of Pop, 7:30 – 9:30 p.m., Thrasher Park

June 25- Norcross Public Library Book Signing, Brad Thor, 7:30 p.m., Norcross Community Center

June 25 – Norcross Community Market, 9 a.m. – 1 p.m., Lillian Webb Park

June 27- Movie Monday, Sisters, 1:30 p.m. & 6:30 p.m., Norcross Community Center

J. Board Appointments**K. Consent Agenda****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. [16-4401](#) **Amendment to Economic Development Manager Job Description**

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

An amendment to the Economic Development Manager title and Job Description.

4. [16-4408](#) **2017 SPLOST Projects Discussion**

Attachments: [SPLOST Categories2](#)

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

5. [16-4378](#) **Proposed IGA with DDA to Manage Development on the Lots around the Community Center**

Attachments: [Memo - Proposed IGA with DDA](#)
[IGA with DDA including Plaza Latina](#)

Proposed IGA with the DDA to transfer management of lots behind the Britt and Cater properties and property adjacent to the Community Center for development.

L. Items for Discussion

M. Adjourn in memory of

Signed by _____ Mayor Bucky Johnson

Attest: _____ Monique Lang, City Clerk



Legislation Details (With Text)

File #: 16-4412 **Version:** 1

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

File created: 5/23/2016 **In control:** Mayor and Council

On agenda: 6/6/2016 **Final action:**

Title: Approval of Previous Meeting Minutes

Sponsors:

Indexes:

Code sections:

Attachments: [1. CC - Minutes - 05-02-2016 - Regular Mtg.](#), [2. CC - Minutes - 05-09-2016 - Special Called.](#), [3. CC - Minutes - 05-16-2016 - Special Called.](#), [4. CC - Minutes - 05-16-2016 - Policy](#)

Date	Ver.	Action By	Action	Result
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Title

Approval of Previous Meeting Minutes

Motion

A motion to Approve the May 2nd Regular Council Meeting Minutes, the May 9th Special Called, the May 16th Special Called Meeting, Policy Work Session and Executive Session Minutes.

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes - Draft

Monday, May 2, 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 6 - Mayor Bucky Johnson, Mayor Pro Tem Craig Newton, Council Member David McLeroy, Council Member Andrew Hixson, Council Member Josh Bare and Council Member Pierre Levy

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

[16-4393](#)

Approval of Previous Meeting Minutes

Attachments: [CC - Minutes - 04-04-2016 - Regular Mtg](#)
[CC - Minutes - 04-18-2016 - Policy](#)

A motion was made by Mayor Pro Tem Craig Newton, seconded by Council Member Andrew Hixson, to Approve the March 7th Regular Council Meeting Minutes, the March 21st Policy Work Session and Executive Session Minutes. The motion was APPROVED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

[16-4394](#)

Acceptance of the Agenda

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

2. 16-4375 Resolution to Permit Alcohol Consumption at the Norcross Community Market
4. 16-4378 Proposed IGa with DDA to Manage Development on the Lots around the Community Center
5. 16-4386 Discussion of RAOD Ordinance
6. 16-4387 Potential Annexation of the Property at 2040 Beaver Ruin Rd.
7. 16-4388 Discussion of the Unified Development Ordinance concerning Sidewalks

The motion was APPROVED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

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

I. Reports of the Mayor and Council Members

- a. General Announcements

J. Board Appointments

K. Consent Agenda

Approval of the Consent Agenda

A motion was made by Council Member McLeroy, seconded by Council Member Levy, to Approve the Consent Agenda. The motion carried by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

1. [16-4374](#) **ArtWorks! Gwinnett Resolution**

Attachments: [ArtWorks Resolution 04-2016](#)

The Agenda Item was Approved by consent vote.

3. [16-4297](#) **Public Works Capital Items Request**

Attachments: [Memo - Capital Items Request](#)
[Budget Amendment Dump Truck](#)
[Budget Amendment - Jet Vac SW](#)

The Agenda Item was Approved by consent vote.

8. [16-4392](#) **Creation of Norcross Public Arts Commission Ordinance**

Attachments: [ORDINANCE 02-2016 Norcross Public Arts Commission](#)

The Agenda Item was Approved by consent vote.

L. **Items for Discussion**

2. [16-4375](#) **Resolution to Permit Alcohol Consumption at the Norcross Community Market**

Attachments: [Norcross Farmers Market Alcohol Resolution 2016](#)

A motion was made by Council Member Hixson, seconded by Council Member McLeroy, to Approve the attached Resolution to Permit the Consumption of Alcohol at the Norcross Community Market. The motion PASSED by the following vote.

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

4. [16-4378](#) **Proposed IGA with DDA to Manage Development on the Lots around the Community Center**

Attachments: [Memo - Proposed IGA with DDA IGA with DDA to Market Britt and Carter Properties](#)

A motion was made by Council Member Josh Bare, seconded by Mayor Pro Tem Craig Newton, that this Agenda Item be Tabled for Special Called Meeting, due back on 5/16/2016. The motion PASSED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

5. [16-4386](#) **Discussion of RAOD Ordinance**

Attachments: [RAOD Ordinance Amendment](#)

A motion was made by Council Member Andrew Hixson, seconded by Mayor Pro Tem Craig Newton, that this Agenda Item be Tabled to the Policy Work Session, due back on 6/20/2016. The motion PASSED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

6. [16-4387](#) **Potential Annexation of the Property at 2040 Beaver
Ruin Rd.**

Attachments: [Site Plans](#)
[Monument Sign](#)

A motion was made by Council Member Bare, seconded by Council Member Hixson, that this Agenda Item be Tabled for Special Called Meeting, due back on 5/16/2016. The motion PASSED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

7. [16-4388](#) **Discussion of the Unified Development Ordinance
concerning Sidewalks**

Attachments: [Dev Regs](#)

A motion was made by Council Member Andrew Hixson, seconded by Mayor Pro Tem Craig Newton, that this agenda item be Tabled to the Policy Work Session, due back on 5/16/2016. The motion PASSED by the following vote:

Aye: 5 - Mayor Pro Tem Newton, Council Member McLeroy, Council Member Hixson, Council Member Bare and Council Member Levy

Abstain: 0

M. Adjourn in memory of

N. Executive Session - Legal, Real Estate, Personnel

Signed by _____ Mayor Bucky Johnson

Attest: _____ Monique Lang, City Clerk

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes - Draft

Monday, May 9, 2016

6:30 PM

2nd Floor Conference Room

Special Called Meeting

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 Bucky Johnson

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Roll Call (recorded)

Present 6 - Mayor Bucky Johnson; Mayor Pro Tem Craig Newton; Council Member David McLeroy; Council Member Andrew Hixson; Mayor Pro Tem Josh Bare and Mayor Pro Tem Pierre Levy

C. Items for Discussion

[16-4400](#)

County Library Discussion

Attachments: [A110 2-1-2016](#)

A motion was made by Council Member Andrew Hixson, seconded by Mayor Pro Tem Josh Bare, to Move Forward with Attached Site Plan A110 for Gwinnett County Library for the City of Norcross. The motion was APPROVED by the following vote:

Aye: 5 - Mayor Pro Tem Newton; Council Member McLeroy; Council Member Hixson; Mayor Pro Tem Bare and Mayor Pro Tem Levy

Abstain: 0

Adjourn to Executive Session for Personnel, Real Estate or Legal

Signed by _____ Mayor Bucky Johnson

Attest: _____ Monique Lang, City Clerk

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes - Draft

Monday, May 16, 2016

6:30 PM

2nd Floor Conference Room

Special Called Meeting

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 Bucky Johnson

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES

B. Roll Call (recorded)

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

C. Public Hearing

1. [16-4378](#) **Proposed IGA with DDA to Manage Development on the Lots around the Community Center**

Attachments: [Memo - Proposed IGA with DDA](#)
[DDA-City Conveyance IGA for purchase of Community Center Properties](#)
[Exhibit A](#)
[GIS Map for Community Center Properties](#)

A motion was made by Council Member Andrew Hixson, seconded by Mayor Pro Tem Craig Newton, to Table this agenda item to the Mayor and Council meeting, due back on 6/6/16. The motion was APPROVED by the following vote:

Aye: 4 - Mayor Pro Tem Newton; Council Member McLeroy; Council Member Hixson and Mayor Pro Tem Bare

Abstain: 0

2. [16-4387](#) **Potential Annexation of the Property at 2040 Beaver Ruin Rd.**

Attachments: [Application Request for Annexation](#)
[Site Plans](#)
[Monument Sign](#)

A motion was made by Mayor Pro Tem Josh Bare, seconded by Council Member David McLeroy, to table this agenda item to the Planning and Zoning meeting, due back on 6/8/2016.

The motion was APPROVED by the following vote:

Aye: 4 - Mayor Pro Tem Newton; Council Member McLeroy; Council Member Hixson and Mayor Pro Tem Bare

Abstain: 0

Adjourn to Executive Session for Personnel, Real Estate or Legal

Signed by _____ Mayor Bucky Johnson

Attest: _____ Monique Lang, City Clerk

City of Norcross

65 Lawrenceville Street
Norcross, GA 30071



Meeting Minutes - Draft

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

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

Citizen Input**General Updates****Council - General Discussion****Board Appointments**

1. [16-4399](#) **Creation of Discovery Garden Park Board Ordinance**

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

This matter was Moved to the Mayor and Council meeting, due back on 6/6/2016

2. [16-4398](#) **Intergovernmental Agreement with Georgia Emergency Management Agency**

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

This matter was Moved to the Mayor and Council meeting, due back on 6/6/2016

3. [16-4376](#) **Proposed Moratorium on the Construction of Fences**

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

This matter was Moved to the Architectural Review Board meeting, due back on 5/17/2016.

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

Attachments: [Dev Regs](#)

This matter was Discussed, no further action to be taken at this time.

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

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

This matter was Moved to the Mayor and Council, due back on 6/6/2016

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

Attachments: [SPLOST Categories2](#)

This matter was Moved to the Mayor and Council Meeting, due back on 6/6/2016

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 #: 16-4413 **Version:** 1

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

File created: 5/23/2016 **In control:** Mayor and Council

On agenda: 6/6/2016 **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 #: 16-4399 **Version:** 1

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

File created: 5/4/2016 **In control:** Mayor and Council

On agenda: 6/6/2016 **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
5/16/2016	1	Policy Work Session		

Title
Creation of Discovery Garden Park Board Ordinance

Drafter
Deb Harris

Motion
A motion to Approve an Amendment to the City Code of Ordinances, Chapter 101, Article II, entitled Boards, Commissions, Authorities and Committees, with the following enacting clause:

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.

[DRAFT]

ORDINANCE NO. 03-2016

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. 03-2016

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:** Mayor and Council

On agenda: 6/6/2016 **Final action:**

Title: Intergovernmental Agreement with Georgia Emergency Management Agency

Sponsors:

Indexes:

Code sections:

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

Date	Ver.	Action By	Action	Result
5/16/2016	1	Policy Work Session		

Title
Intergovernmental Agreement with Georgia Emergency Management Agency

Drafter
Bill Grogan

Motion
A motion to Approve the attached Intergovernmental Agreement with the Georgia Emergency Management Agency to provide Mutual Aid Assistance.

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

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

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

On agenda: 6/6/2016 **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
5/16/2016	1	Policy Work Session		

Title
Amendment to Economic Development Manager Job Description

Drafter
Rudolph Smith

Motion
A motion to Approve the attached Job Description and to amend the Job Title as described.



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

File created: 5/10/2016 **In control:** Mayor and Council

On agenda: 6/6/2016 **Final action:**

Title: 2017 SPLOST Projects Discussion

Sponsors:

Indexes:

Code sections:

Attachments: [1. SPLOST Categories2](#)

Date	Ver.	Action By	Action	Result
5/16/2016	1	Policy Work Session		

Title
2017 SPLOST Projects Discussion

Drafter
Rudolph Smith

Motion
A motion to Approve Allocations to the Proposed 2017 SPLOST Fund as follows:

Parks & Recreation 55%
Transportation 35%
Parking 10%

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.



Legislation Details (With Text)

File #: 16-4378 **Version:** 2

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

File created: 4/8/2016 **In control:** Mayor and Council

On agenda: 6/6/2016 **Final action:**

Title: Proposed IGA with DDA to Manage Development on the Lots around the Community Center

Sponsors:

Indexes:

Code sections:

Attachments: 1. [Memo - Proposed IGA with DDA](#), 2. [IGA with DDA including Plaza Latina](#)

Date	Ver.	Action By	Action	Result
5/16/2016	1	Special Called Meeting		
5/2/2016	1	Mayor and Council		
4/18/2016	1	Policy Work Session	Referred to the	

Title
Proposed IGA with DDA to Manage Development on the Lots around the Community Center

Drafter
Councilman Bare

Motion
A motion to Approve/Deny the attached IGA with the DDA as presented.



MEMO

TO: Mayor and City Council
FROM: Councilman Bare
DATE: 04/12/2016
SUBJECT: Proposed IGA with DDA

I would like to transfer management of the lots behind the Britt and Carter properties and next to the Community Center to the DDA for development. This area would be ideal for either a small boutique hotel/conference center and/or townhomes. Initially we were planning on putting a parking deck with 366 spaces in it on this site. About 150 of those spaces were going to be for the use of the library. With the library and the parking for it being moved down to Buford Hwy that removes some of the needed parking at this site.

I don't believe parking at this site will serve our downtown – it is a little too far for folks to walk for a quick lunch and possibly for dinner as well. It is about .35 mile from the center of the proposed deck to the Depot building as the crow flies. A one level parking deck by City Hall would be closer – about .25 miles and with one less street to cross and a straighter walk (no need for a crow). The community center currently has about 40 parking spaces in the lot next door to it and I believe a one level deck beside City Hall would serve the community center's parking needs as well. It is a short walk up the stairs through Heritage Park from City Hall.

I'm not sure what the developments at Pad 1 and the Britt and Carter properties will need in terms of parking – I presume we will find out as we get further down the road with a developer on those projects. It could be that we use TAD funds to help offset the cost of those parking needs to encourage development.

INTERGOVERNMENTAL AGREEMENT
FOR THE SALE, FINANCING AND REDEVELOPMENT
OF CERTAIN CITY OWNED PROPERTIES
(Tax Parcel ID Nos. R6243 001; R6243 001A; R6243 174; R6243 176;
R6254 199; a portion of R6254 200; and a portion of Tract No. 6243 035)

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2016 by and between the City of Norcross, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the Downtown Development Authority of Norcross, Georgia (hereinafter referred to as “DDA”).

W I T N E S S E T H:

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, et seq.; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and DDA are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake;

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the DDA is authorized to further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

Whereas, the DDA is authorized pursuant to O.C.G.A., §36-42-8(a) (8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the DDA's

public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the City currently owns certain contiguous real property located between Mitchell Road and Britt Avenue, namely,

- (a) Tax Parcel ID. No. R6243 001 containing approximately 0.67 acres (hereinafter “Tract 1”);
- (b) Tax Parcel ID. No. R6243 001A containing approximately 0.53 acres (hereinafter “Tract 2”);
- (c) Tax Parcel ID No. R6243 174 containing approximately 0.34 acres (hereinafter “Tract 3”);
- (d) Tax Parcel ID No. R6243 176 containing approximately 0.36 acres (hereinafter “Tract 4”);
- (e) Tax Parcel ID No. R6254 199 containing approximately 0.61 acres (hereinafter “Tract 5”);
- (f) a portion of Tax Parcel ID No. R6254 200 containing approximately 0.60 to 0.70 acres (hereinafter “Tract 6”);

(Tracts 1 through 6 are hereinafter collectively referred to as the “**Community Center Properties**” and are more particularly shown on Exhibit “A” attached hereto); and

WHEREAS, the City currently owns certain other contiguous real property consisting of a portion of the parking lot of Plaza Latina, namely, a portion of Tax Parcel ID No. 6243 035 containing approximately 0.72 acres (hereinafter “Tract 7”)

(Tract 7 is hereinafter referred to as the “**Plaza Latina Property**” and is more particularly shown on

Exhibit “A” attached hereto); and

WHEREAS, the **Community Center Properties** and the **Plaza Latina Property** are located wholly within the City Limits of the City of Norcross, Georgia (the **Community Center Properties** and the **Plaza Latina Property**, i.e., Tracts 1 through 7, are hereinafter collectively referred to as the “**Subject Property**” and are more particularly shown on Exhibit “A” attached hereto); and

WHEREAS, the DDA desires to apply to the City for financing for the purchase of the Subject Property, subject to the preliminary terms and conditions set forth hereinbelow and such final conditions as may be hereinafter agreed to; and

WHEREAS, the City desires to provide financing to the DDA for the purchase of the Subject Property, subject to the preliminary terms and conditions set forth hereinbelow and such final conditions as may be hereinafter agreed to; and

WHEREAS, the DDA supports the Strategic Development Plan for Downtown Norcross as adopted by the City Council on October 2, 2006, which redevelopment and plan has been resolved by the City to be for the essential public purpose of the development of trade, commerce and employment opportunities in the City of Norcross;

WHEREAS, in furtherance of the aforesaid public purposes, the City and the DDA intend for the Subject Property to be owned by the DDA, subject to a promissory note and deed to secure debt to the City and subject to the preliminary terms and conditions set forth hereinbelow and such final conditions as may be hereinafter agreed to; and

WHEREAS, the City and DDA have agreed that the public purposes hereinabove described will be more efficiently and more economically achieved if the Subject Property is purchased by the DDA with funds provided by the City of Norcross subject to a promissory note and a deed to secure

debt in favor of the City of Norcross subject to the preliminary terms and conditions set forth hereinbelow and such final conditions as may be hereinafter agreed to; and

NOW THEREFORE, in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the DDA do agree as follows:

1.

The DDA hereby authorizes the Chairman of the DDA to execute one or more promissory notes (the “Promissory Notes”) and one or more deeds to secure debt (the “Deeds to Secure Debt”) on behalf of the DDA upon the approval of this Agreement by the Mayor and Council of the City of Norcross and the DDA. The terms of the Promissory Note and Deed to Secure Debt are generally described in Paragraph 6 below. It is anticipated that said Promissory Notes and Deeds to Secure Debt will be updated to reflect the purchase price in an amount to be determined by an appraisal by one or more duly licensed Georgia Real Estate Appraisers in an amount not to exceed \$2,225,000.00, plus costs incurred by the DDA prior to closing and will incorporate the terms set forth in this Agreement and such final conditions as may be hereinafter agreed to by the City and the DDA.

2.

The City will obtain a survey from a duly licensed Georgia surveyor to prepare a plat and metes and bounds descriptions to more particularly describe the Subject Property to be conveyed as shown in Exhibit “A.”

3.

The City hereby authorizes the Mayor to execute one or more Quit Claim Deeds conveying

all of the City's interest in the Subject Property to the DDA subject to the terms and conditions that are set forth herein and that may be hereinafter agreed to will be more specifically set forth in the Promissory Notes and Deeds to Secure Debt.

4.

The City of Norcross hereby agrees to pay all closing costs associated with the purchase of the Subject Property by the DDA and shall fund the purchase price in an amount to be determined by an appraisal by one or more duly licensed Georgia Real Estate Appraisers in an amount not to exceed \$2,225,000.00 purchase price, plus costs incurred by the DDA prior to closing, subject to the Promissory Notes and the Deeds to Secure Debt, all of which are fully incorporated into this Agreement as if fully set forth herein.

5.

Upon the satisfaction of all of the terms of this Agreement, the Mayor of the City of Norcross is hereby authorized to execute one or more Promissory Notes and one or more Deeds to Secure Debt on behalf of the City of Norcross.

6.

The terms of the Promissory Note and the Deed to Secure Debt provide generally as follows:

1. All costs advanced plus the purchase price in an amount to be determined by an appraisal by one or more duly licensed Georgia Real Estate Appraisers in an amount not to exceed \$2,225,000.00 will be rolled into the loan and the DDA will be reimbursed for all costs advanced at closing;

2. The DDA will execute one or more Promissory Notes in favor of the City to pay 2% simple annual interest on the loan, with payments suspended for first five (5) years, with interest on first five (5) years due and payable on the of the fifth anniversary of the loan and payable annually thereafter on the anniversary of the loan;
3. No principal payments due and payable until all or a portion of the Subject Property is sold or City makes a demand on one or more of the Notes, at which time all interest and principal become due on such Notes;
4. Each Note will be payable to the City 90 (ninety) days after a written demand by the City;
5. Each Note will be secured by a Deed to Secure Debt in favor of the City;
6. The terms and conditions that are set forth herein and all terms that may be hereinafter agreed to will be more specifically set forth in the Promissory Notes and Deeds to Secure Debt;
7. The DDA shall sell the Subject Property to one or more developers subject to the condition, which shall survive the sale, that the property shall be developed only pursuant to the Design Concept Development District zoning classification (Norcross City Code, Section 115-89) and the Redevelopment Area Overlay District zoning classification (Norcross City Code, Section 115-93) and pursuant to a concept plan that will be negotiated and approved by the DDA prior to the sale of the Subject Property, and further subject to the review and approval of the zoning application and said concept plan by the City of Norcross;

8. The City has the right of first refusal on any sale of any portion or all of the Subject Property by the DDA;
9. Any sale of any portion or all of the Subject Property by the DDA to a third party developer must be approved by the City; and
10. Each Note and Deed to Secure Debt will incorporate the terms of this Conveyance IGA by reference, with the obligation to develop as set forth above, surviving the closing.

7.

Closing on the Subject Property shall take place no later than December 31, 2016. In the event that the Subject Property has not been conveyed to the DDA by December 31, 2016 for any reason, this Agreement shall become null and void and of no effect whatsoever unless the time to convey the Subject Property is extended by the mutual written agreement of the DDA and the City.

8.

The City shall have the right to unilaterally terminate this Agreement by giving written notice to the DDA at any time prior to the execution of the Quit Claim Deeds, the Promissory Notes and the Deeds to Secure Debt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

CITY OF NORCROSS

By: _____
Its: Mayor

- 7 -

Attest:

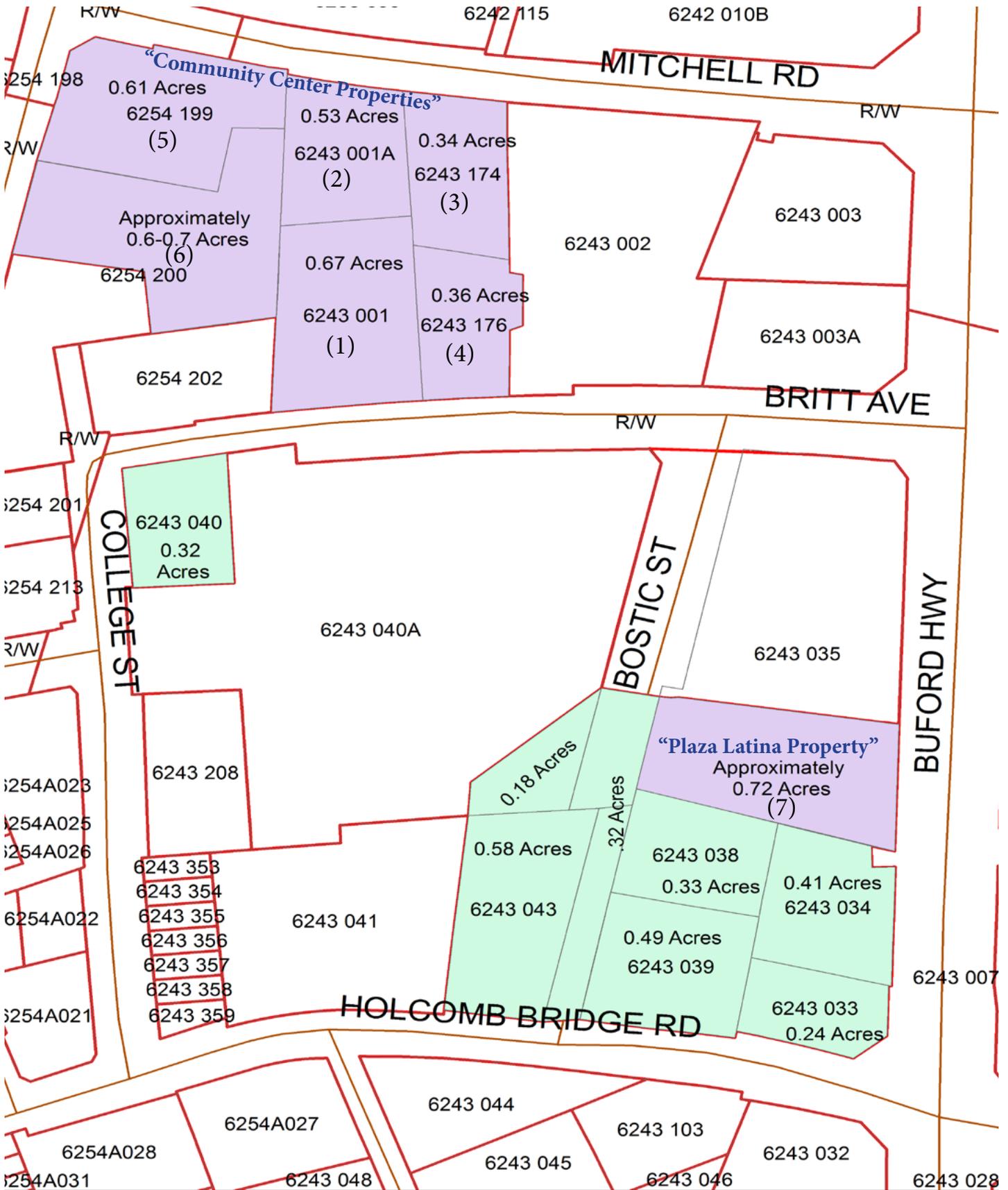
**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF NORCROSS, GEORGIA**

By: _____

Its: Chairman

Attest:

EXHIBIT “A”



Legend

- Parcels Still Needing IGA
- Current DDA Properties

Tract 6- Undecided crafted portion of Rectory property. Approximate acreage.
 Tract 7- Crafted portion of Plaza Latina property. Acreage taken from 04-01-2016 library drawing.

R. Patrick