



Nancy Harris, Mayor
Jamin Harkness, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Greg Whitlock, Post 5

**AGENDA
MAYOR AND COUNCIL
CITY OF DULUTH, GA
3167 Main Street
Duluth, GA 30096**

February 13, 2023

CITY HALL COUNCIL CHAMBERS

6:00 pm

*The leaders and staff of the City of Duluth are dedicated to ensuring that Duluth is:
an Attractive Destination, a Quality Community, a World Class Government,
and promotes a Sustainable Economic Environment.*

5:30 P.M. – AGENDA REVIEW Main St. Conference Room

6:00 P.M. - CALL TO ORDER Mayor Harris or Mayor Pro tem Thomas

INVOCATION OR MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. ANNOUNCEMENTS

1. AGENDA CHANGES (IF NECESSARY)
2. DISTINGUISHED BUDGET AWARD

For the twelfth year in a row, the Government Finance Officers Association (GFOA) has awarded the City of Duluth the "Distinguished Budget Presentation Award." The award was received for the City's fiscal year 2023 budget document. The budget document is judged by three government accounting professionals in four overall categories: as a policy document, as a financial plan, as an operating guide, and most importantly as a communication device. Overall, the budget document received high marks in all categories. In addition, the document also received "Special Capital Recognition" meaning, that in the area of capital expenditures and their operating impact, all three reviewers rated the document as outstanding for this criteria.

PLEASE NOTE: This and other City meetings may be audio and/or videotaped for broadcast, transcription and/or archival purposes. As set forth in the Americans with Disabilities act (ADA) of 1990, the City of Duluth government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. All agenda packets may be converted to WCAG 2.0 compatibility format by emailing agenda@duluthga.net. In addition, any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Duluth government should be made seven days prior to the event. Direct inquiries to the ADA Coordinator in the City Clerk office, located at 3167 Main Street, Duluth, GA. 30096, or by telephone at 770.476.3434.

3. UPCOMING EVENTS – www.duluthga.net/events

Duluth Farmers Markets are set to start the 2nd and 4th Sundays from 2-5pm beginning March 12.

II. MATTERS FROM CITIZENS

Maximum of five (5) minutes per person. Sign-up sheet available.

III. CONSENT AGENDA

1. APPROVAL OF JANUARY 9TH/23RD MINUTES

2. ACCEPT QUITCLAIM DEEDS – RIDGEWAY ROAD

As discussed during the January 23 work session, the Mayor and Council to consider accepting executed quitclaim deeds from the three (3) Homeowners Associations related to the condominium and two (2) townhome developments adjacent to City Hall. Approval of this item accepts the quitclaim deeds with Towne Park Place Master Association, Park at Parsons Town Square, and Condominiums at Town Park Place Owners' Association as presented, which will place the sidewalks and parking area along Ridgeway Road under City ownership and maintenance.

3. ORDINANCE TO AMEND BUDGET - \$360,917- STORMWATER

Each year after the audit is complete, staff presents a budget amendment for the Stormwater Utility Fund to allocate funds to the current year's budget in excess of the 25% required fund balance reserve. The Mayor and Council to consider an ordinance to amend the budget (BA-FY23-20). On June 30, 2022, the Stormwater Utility Fund had an unrestricted fund balance reserve of \$749,821. Due to the majority of the fund's revenue coming from a single billing, and the potential need for funding of emergency repairs, policy requires a minimum unrestricted fund balance be maintained equal to 25% of the annual billing or \$388,904 on June 30, 2022. Allowing for this requirement, \$360,917 is available for allocation to the current year's budget. Approval of this item approves ordinance (BA-FY23-20) to add \$360,917 to the Stormwater Utility - Stormwater Collection & Disposal - Repairs & Maintenance/Drainage line item.

4. ORDINANCE TO AMEND BUDGET - POLICE EQUIPMENT

At the January work session, staff undated council on the 2017 SPLOST collections and the ability to allocated \$611,000 in additional SPLOST funds to the police department for eligible public safety purchases. The Police Department staff presented council with an proposal outlining the items to be purchased with the additional 2017 SPLOST funds. The Mayor and Council to consider an ordinance to amend the budget (BA-FY23-21). Approval of this item approves ordinance (BA-FY23-21) to add \$611,000 in 2017 SPLOST Funds to the Police Capital Projects - Police - Police Equipment line item, including associated transfers.

5. AUTHORIZATION FOR EASEMENT – TAYLOR PARK

As discussed with Mayor and Council at the January 23rd work session, Council to consider approving a “No-Build Easement” as part of the paver lot project. The developer built the new zero-lot line Jewel Box building all the way to the property line. To meet fire code, a 10' no-build easement must be established on all sides of the building. The City must establish this 10' no-build easement along the property line within Taylor Park as shown in the attached exhibit. Approval of this item authorizes the Mayor or City Manager to execute the document as presented.

6. TAYLOR PARK UTILITY EASEMENT

As discussed with Mayor and Council at the January 23rd work session, Council to consider granting a utility easement to Georgia Power for the paver lot development. As part of the project, Georgia Power had to run several utility lines, one of which runs through Taylor Park from the area adjacent to the paver lot, toward the Festival Center (as seen in the attached exhibit). Approval of this item dedicates this easement to Ga Power to allow for future maintenance and authorizes the Mayor or City Manager to execute the agreement as presented.

7. 2023 EVENT CALENDAR AUTHORIZATION AND WAIVERS

Approval of this item acknowledges that the following events are deemed sponsored or cosponsored by the City of Duluth. Approval of this item also waives food service requirements per Section 26-2-370 of O.C.G.A., which exempts food vendors from having to obtain said permits provided that the event lasts 120 hours or less. The waiver applies to signage fees and signage location requirements provided that the City Clerk and Public Works Director are given a list of where signs will be erected throughout the city for promotion of approved events. Events labeled “Open Zone” will allow alcohol to be purchased from Licensed Merchants within the Downtown area and carried out as well as allow coolers to be brought into the designated area. All other events taking place in downtown fall under the “Licensed Merchant Zone” that allows alcohol to be purchased from the Downtown Licensed Merchants only, and carried out into the downtown area.

March – November

“Farmers & Artisan Markets:” 2nd and 4th Sundays (18 total dates)

May 26th – July 28th – “Fridays-N-Duluth” (10 total dates)

“Duluth Live:” Select Thursdays, Fridays, and Sundays. (50+dates)

April 8 – Duluth Rotary Car Show (Co-Sponsored)

April 15 – GWB Presents Little Beer (Co-Sponsored)

April 27 – S.T.E.A.M.

April 29 & 30 – Duluth Spring Arts Festival (Co-Sponsored)

May 4 – National Day of Prayer

May 6 – Duluth Derby Day: W. Lawrenceville closed between Main and Hill Street from 10am-9pm.

June 22 – Night at the Red Clay: Improv

July 8 – Viva Las Duluth (Open Zone)

July 26 – Back-to-School Bubblepalooza

August 4 – Flicks on the Bricks

August 11 – Chalk Art Festival

August 12 – Summer Stage Concert (Open Zone)

August 18 – Flicks on the Bricks

August 23 – Seek Duluth

September 9 – GWB Presents Les Bon (Co-Sponsored)

September 23 – Duluth Fall Festival Concert (Co-Sponsored - Open Zone)

September 30-October 1st: – Duluth Fall Festival (Co-Sponsored)

October 8 – Night at the Red Clay: Cinema

October 14 – Duluth on Tap - W. Lawrenceville St closed from approx. 10am-7pm

October 27 – Howl on the Green – W. Lawrenceville St closed from approx. 2pm-12am; Main St Closed from approx. 5pm-7pm for Trick-or-Treating.

December 2 – Deck the Hall: Main Street (from Activity Lawn to City Hall) Closed from 7am-10pm

December 16 – Cookies & Cocoa with Santa

December 18 – Night at the Red Clay: Cinema

IV. NEW BUSINESS

1. RESOLUTION/PLEDGE – “EMBRACE CIVILITY”

In a recent survey, 93 percent of Americans believe that incivility is a problem, with 60 percent identifying incivility as a major problem. The Mayor and Council of the City embrace Civility and wish to adopt a Resolution to promote Civility and abide by the “Civility Pledge.”

V. MATTERS FROM DEPT HEADS/CITY ATTORNEY

VI. MATTERS FROM COUNCIL

VII. MATTERS FROM CITY MANAGER

VIII. EXECUTIVE SESSION

It may be necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

IX. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is a work session for February 27, 2023 at 5:30 p.m.



**DRAFT MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
JANUARY 9, 2023**

PRESENT: Mayor Harris, Council members Harkness, Thomas, Doss, Graeder, and Whitlock, City Manager, Department Directors, City Attorney

ABSENT: Councilmember Harkness

A work session was held prior to the regular scheduled meeting to allow the elected officials to discuss this evening's agenda items. No other items were discussed, and no action was taken.

Mayor Harris called the meeting to order at 5:35 p.m.

I. EXECUTIVE SESSION

It was necessary to hold an executive session on Real Estate, Pending/Potential Litigation, or Personnel, which is properly excluded from the Georgia Open and Public Meeting Law (O.C.G.A. 50-14).

A motion was made by Councilmember Graeder, seconded by Councilmember Whitlock, to adjourn to executive session at 5:35 p.m.

Voting for: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

After the discussion, a motion was made by Councilmember Whitlock, seconded by Councilmember Thomas, to return to regular session at 5:45 p.m.

Voting for: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

II. ANNOUNCEMENTS

1. AGENDA CHANGES (none)

III. MATTERS FROM CITIZENS

None.

IV. CONSENT AGENDA

1. APPROVAL OF DECEMBER 3 & 12 MINUTES

2. RESOLUTION – 2023 MEETING DATES & TIMES {A}

Approval of this item approves resolution R2023-01 to set and publicize regularly scheduled Mayor and Council meetings for 2023 in accordance with Georgia law.

3. ORDINANCE SETTING 2023 MILEAGE REIMBURSEMENT RATES {B}

The IRS announced that the business standard mileage rate for transportation expenses paid, or incurred beginning January 1, 2023 will be 65.5 cents per mile. Approval of this item adopts ordinance O2023-01 setting the reimbursement rates, effective January 1, 2023.

4. ORDINANCE TO APPOINT ASSISTANT CITY SOLICITOR {C}

Pursuant to the Duluth City Code, Section 2-208, the Mayor, and Council are authorized to appoint an Assistant Solicitor of the Municipal court of the city. Ms. Ashley Trinh, appointed as the Assistant Solicitor by the Mayor and Council in 2022 has resigned and therefore requires an appointee to fulfill the vacancy. Chief Carruth recommends the appointment of Ms. Kelsey Wiley as the Assistant Solicitor of the Duluth Municipal Court. The compensation of the Assistant Solicitor shall be on an hourly basis and the rate shall be fixed by the Mayor and Council on an annual basis during the regular budget process. Before entering on the duties of office, the Assistant Solicitor shall take an oath before an officer duly authorized to administer oaths that he or she will truly, honestly, and faithfully discharge the duties of his or her office. Approval of ordinance O2023-02 appoints Ms. Kelsey Wiley as the Assistant Solicitor of the Duluth Municipal Court.

5. RESOLUTION TO APPOINT LEGAL ORGAN {D}

Approval of this item approves resolution R2023-02 naming the “Gwinnett Daily Post” as the City’s Legal Organ for 2023. This resolution shall not be construed to prevent the City from utilizing a newspaper of general circulation within the City of Duluth or Gwinnett County when authorized to do so by state or local law.

6. RESOLUTION – DEPOSITORIES & CHECK SIGNING {E}

Approval of this item approves resolution R2023-03 regarding check signing authority and depositories as per the Financial Policy.

7. APPOINTMENT - EMPLOYEE BENEFIT AUDIT REVIEW {F}

Approval of this item approves ordinance O2023-03 appoints Susan Porteous to the Employee Benefit and Audit Review Committee (EBARC) filling the unexpired term of John Howard ending 2026.

8. ORDINANCE-2023 MUNICIPAL ELECTION APPTS & QUALIFYING {G}

The State of Georgia requires that municipalities fix and publish qualifying fees pursuant to O.C.G.A. § 21-2-131 by February 1 of the year in which the relevant election is to be held. The 2023 election will be held on Tuesday, November 7, 2023. Qualifying fees are 3% of the total gross salary of the preceding year (Georgia Election Code 21-2-131 (a) (1) (A). Qualifying fees for the Office of Mayor is \$288.00 and for the office of Council member Post 4 and 5, the qualifying fee is \$180.00.

9. ORDINANCE TO AMEND BUDGET - PUBLIC SAFETY HVAC {H}

Staff is working with Midatech, Inc. to upgrade the control systems for the HVAC system at the Public Safety building. The control systems need to be upgraded due the current configuration being outdated and no longer serviceable. The upgrade will replace the three control systems which regulate the temperature throughout the building at a cost of \$32,990.73. Staff is requesting approval of a budget amendment to add \$13,058.73 in 2014 SPLOST funds to the Police Capital Projects budget. Additional funds to complete the upgrade will come from budgeted General Funds. Approval of this item approves ordinance BA-FY23-17 to add \$13,058.73 in 2014 SPLOST Administrative Facility funds to Police Capital Projects - Police - Buildings line item, including associated transfers.

10. APPROVAL OF INTERGOVERNMENTAL AGREEMENT– SIGNS {I}

To install and maintain decorative city limit signs and median maintenance signs on Gwinnett County roads, an intergovernmental agreement (IGA) is required for permission that also specifies no cost to the County. Staff has coordinated the locations of these signs and had the required engineering study completed to ensure no new signage would compromise sight distance for drivers. The County will approve the signage and location at their next Commission meeting. Approval of this item approves the IGA as presented and authorizes city staff to order the new signs, remove the old signs, and relocate any necessary co-located signs that need to remain in the field.

11. DESIGNATION OF OPEN RECORDS OFFICERS

{J}

Approval of this item approves resolution R2023-04 designating the Assistant City Manager/City Clerk or his/her designee as the Open Records Officer(s) for the City of Duluth.

A motion was made by Councilmember Graeder, seconded by Councilmember Doss, to approve the Consent Agenda as presented.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

V. NEW BUSINESS

1. APPOINTMENT OF MAYOR PRO TEMPORE

The Charter of the City of Duluth states the Mayor Pro tempore will be selected by a majority vote of the Mayor and Council in each year at the first regular meeting. The Council shall elect a council member to serve as the Mayor Pro tempore, who shall assume the duties and powers of the Mayor during the Mayor's absence. Mayor Harris suggested Councilmember Thomas as the 2023 Mayor Pro tempore.

A motion was made by Councilmember Whitlock, seconded by Councilmember Graeder, to appoint Councilmember Thomas as Mayor Pro tem for 2023.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

2. AUTHORIZATION FOR CONTRACT –NORFOLK SOUTHERN

{K}

City Engineer Margie Pozin came forward to explain the request. As part of the Davenport Road extension project, the City wishes to install a fiber optic under the railroad to facilitate the use of cameras and eventually tie the Public Safety Building to City Hall. The best time to install the conduit and the cable is during construction of the new crossing.

Staff has coordinated with Norfolk Southern (NS), applied for a permit, and successfully completed the plan review stage. The City is at a point where we need to enter a contract with NS allowing us to install and maintain our utility line within their right of way. The cost of the installation is covered by the current Davenport Project budget, previously approved by Council.

Staff is requesting Council approve a contract with NS allowing the City to install and maintain a single conduit with fiber for current and future needs. The cost of doing so is a one-time license fee of \$19,635. This cost can be covered by the project's original contingency budget. The contract duration is 20 years.

A motion was made by Councilmember Doss, seconded by Councilmember Thomas, to approve the signing of the contract with Norfolk Southern for utility installation within their right of way by the City Manager as presented.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

3. AWARD OF BID – PINE NEEDLE DRIVE

{L}

City Engineer Margie Pozin explained the request. The Pine Needle intersection improvements at SR 120/Abbott's Bridge Road were included in the City's 2017 SPLOST projects that are split via intergovernmental agreement (IGA) with Gwinnett County 81% (County) and 19% (City).

The project advertised for construction on November 4, 2022 and bids were opened on December 9, 2022. Six bids were received and reviewed as follows:

Zaveri Enterprises, Inc	\$558,349.00
Ohmshiv Construction, LLC	\$567,962.75
CMC Inc	\$573,745.00
Backbone Infrastructure	\$574,316.00
Summit Construction & Dev	\$664,378.83
IP Construction, LLC	\$1,284,432.54

Staff recommends award of the construction contract to the low bid, Zaveri Enterprises, Inc. in the amount of \$558,349.00 and requests Council authorize the City Manager to enter such contract upon award.

It is anticipated the contractor will break ground on or around March 1 and be substantially complete in mid to late summer of 2023.

A motion was made by Councilmember Whitlock, seconded by Councilmember Graeder, to award the construction contract for the Pine Needle Drive at SR 120 intersection to Zaveri Enterprises, Inc. in the amount of \$558,349.00 and further authorize the City Manager to sign said contract.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

4. ORDINANCE TO AMEND FY23 BUDGET – PINE NEEDLE DR

{M}

In accordance with awarding of the contract to Zaveri Enterprises, Inc for the construction of a cul-de-sac on Pine Needle Drive at the intersection with SR 120 in the amount of \$558,349, it is necessary to approve of a budget amendment for the overall construction cost including the construction contract, construction engineering, materials testing, and construction administration as detailed below.

Contractor	\$558,349.00
Contingency (15%)	\$ 83,750.00
CE&I, CA, Materials Testing (5%)	\$ 27,920.00
City Engineer	\$ 15,000.00

TOTAL BUDGET: \$685,019.00

This is a joint fund Gwinnett County (81%) and City of Duluth (19%) project. Approval of this item approves ordinance (BA-FY23-18) to add the following to the Pine Needle Drive capital improvement project. Add revenue of \$554,865 to the Gwinnett County Grant line item, \$130,154 in unallocated 2017 SPLOST Transportation funds to the SPLOST 2017-line item, \$42,920 Pine Needle Improvements - Paved Streets - Professional Services and \$642,099 Pine Needle Improvements - Paved Streets - Infrastructure line item including associated transfer.

A motion was made by Councilmember Thomas, seconded by Councilmember Whitlock, to approve ordinance BA-FY23-18 as presented.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

5. BID AWARD - HALL CIRCLE SEWER EXTENSION {N}

City Engineer Margie Pozin came forward to explain the request. The Hall Circle Sewer Extension project will include a new line of sanitary sewer along a portion of the northern leg of Hall Circle and along Fox Street between the two legs of Hall Circle. It will tie to the existing sanitary sewer installed on the southern leg of Hall Circle by D.R. Horton during their construction of Gardendale.

The project advertised for construction on November 4, 2022 and bids were opened on December 9, 2022. Two bids were received and reviewed as follows:

The Dickerson Group \$692,053.50
Site Engineering, Inc. \$770,125.00

As staff was checking the bids, it was evident there was a \$100,000.00 error in the Dickerson Group bid, causing the contractor to withdraw his bid. Staff recommended moving forward with and awarding the contract to the second bidder, Site Engineering, Inc., in the amount of \$770,125.00 and requested Council authorize the City Manager to enter such contract upon award. Work can begin in April providing the materials have been procured by that time. Project duration is 3 months.

A motion was made by Councilmember Graeder, seconded by Councilmember Doss, to approve awarding the construction contract for the Hall Circle Sewer Extension to Site Engineering, Inc. in the amount of \$770,125.00. I further move to authorize the Mayor or City Manager to sign said contract.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

6. ORDINANCE TO AMEND FY23 BUDGET – HALL CIRCLE {O}

In accordance with awarding of the contract to Site Engineering, Inc for the construction of the Hall Circle Sewer Extension in the amount of \$770,125.00, staff requested approval of a budget amendment for the overall construction cost including the construction contract, construction engineering, materials testing, and construction administration as detailed below.

Contractor	\$770,125.00
Contingency (15%)	\$115,520.00
CE&I, CA, Materials Testing (5%)	\$38,505.00
City Engineer	\$5,000.00
 TOTAL BUDGET:	 \$929,150.00

Approval of this item approves ordinance (BA-FY23-19) to add \$929,150 in American Rescue Plan Act 2021 revenue to American Rescue Plan Act 2021 - ARP Act of 2021 Local Fiscal Recovery Funds line item, expenditures of \$43,505 to American Rescue Plan Act 2021 - Hall Circle Sewer Services - Professional Services line item and \$885,645 to American Rescue Plan Act 2021 - Hall Circle Sewer Services - Infrastructure line item.

A motion was made by Councilmember Thomas, seconded by Councilmember Graeder, to approve ordinance BA-FY23-19 as presented.

Voted For: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

VI. MATTERS FROM CITY MANAGER

Mayor and Event with legislative body

- Sinkhole on Hwy 120 by Mattison Rd is under repair by the State
- On-street parking – going to be having message through PD and PIO, enforcement starting in February
- Activity Lawn should be completed within the next 60 days
- New art by Brenda Ehly on the windows of Nacho Daddy based on a historic photo, paid by DDA funds. Add a QR code to bring to the original photo.

VII. ADJOURNMENT

A motion was made by Councilmember Whitlock, seconded by Councilmember Doss, to adjourn at 6:18 pm.

Voting for: Council members Thomas, Doss, Graeder, and Whitlock
Motion carried.

The next scheduled meeting of the Mayor and Council is a work session for January 23, 2023 at 5:30 p.m.



**NOTES OF THE WORK SESSION
MAYOR AND COUNCIL
CITY OF DULUTH, GA
JANUARY 23, 2023**

PRESENT: Mayor Harris, Council members Harkness, Doss, Graeder, and Whitlock, City Manager, Department Directors, City Attorney

ABSENT: Councilmember Thomas

Mayor Harris called the meeting to order at 5:30 p.m.

I. PUBLIC COMMENTS

None.

II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES

1. 2022 STORMWATER UPDATES

{A}

Planning Director Forrest Huffman and Stormwater manager Josh Arnold came forward to present.

To summarize the 2022 projects, 41 were completed at a cost of 1.4 million, mostly due to subdivisions built in the 1980s and corrugated piping materials used. Staff overviewed some of the larger projects and explained that some of the larger amounts spent were due to emergency repairs such as sinkholes. Staff is still working the priority list, but such emergencies do change those priorities. They also consider the paving projects that Public Works has planned also, to ensure any underground structures are intact prior to paving roads.

Staff also noted the street sweeping events and curb cleaning efforts to keep debris from entering stormwater structures. Mr. Arnold also mentioned the condition of Chattahoochee Landing which was built in the 1990s and the huge undertaking it will be to replace all the over 2,400 feet of High-density Polyethylene plastic storm lines in this particular neighborhood.

Mr. Huffman noted that the median home life (age of Duluth home) was constructed in 1994, and the normal useful life of these structures has reached it's 30-year mark. Duluth has been proactive, but he sees the trend for needed repairs for the near future. Budget amendments may be needed sooner than expected to address these growing issues. He noted that now we use reinforced concrete pipe as a design standard for residential neighborhoods, which have a much longer lifespan. He felt that these actions sustain the value of our homes and community and represent an environmental responsibility to direct clean water back into the Chattahoochee River.

Councilmember Graeder asked about the State making emergency repairs on Hwy 120 and why they used corrugated metal pipe. City Manager James Riker explained that due to the timeframe of the problem, the state did not have time to wait for other materials, but they indicated they will be checking on it periodically to ensure stability.

Councilmember Graeder also asked about standing water in River Green. Mr. Arnold explained that Broadcom drainage ditch needs new engineering. Staff has been working with code enforcement to remedy this situation and has been providing service to the flumes, adding the pipe to a biannual maintenance plan.

Councilmember Whitlock was concerned about residents who fill in their driveway curbs to prevent the lip/extra bump when pulling in, which redirects stormwater away from their intended catch basins.

Staff was directed to place a budget amendment on a future agenda.

2. SPLOST FUNDING REQUEST – POLICE

{B}

Asst. City Mgr/Finance Director Ken Sakmar explained that staff budgets to spend 90% of projected SPLOST revenue for each cycle. At this point, the revenue has exceeded that amount which requires Council decision on how to spend the additional available funds. Due to allocation, those funds need to be dedicated toward police.

Chief explained the items being requested under SPLOST funds. Command staff discussed what types of equipment and Capt. Wilson presented the list and explained the purpose of each item.

Staff was directed to place a budget amendment on the February consent agenda.

3. GDOT SR 120 WIDENING PROJECT – COORDINATION

{C}

City Engineer Margie Pozin came forward to explain.

Georgia Department of Transportation (GDOT) has been in the preconstruction/design phase of the SR 120 widening project from SR 141 (Fulton Co) to Peachtree

Industrial Blvd (Gwinnett Co) for several years. The project seeks to widen SR 120 to a four-lane highway, having two travel lanes in each direction separated by a raised median.

Staff has been involved with the project to the extent GDOT has allowed, attending public meetings, reviewing the plans at milestone submittals, making requests on behalf of our citizens, and coordinating items that may impact aesthetics of the final product. We have also coordinated their sidewalks to tie to our future facilities.

GDOT recently requested both Johns Creek and Duluth indicate their preferences regarding wall facades and handrail type. If none are requested, GDOT will implement their standard walls and handrails. If anything other than the GDOT's standard is requested, the requester/City will be responsible for covering the difference in cost for those items.

As Duluth's standards for aesthetics differ from those of GDOT, staff will present options for Council's consideration. GDOT requires our feedback by February to integrate our choices into their plans before their next milestone review.

Ms. Pozin presented cost estimates to accompany the options for upgrading the six walls and the railings, but Council is advised that the cost of their preferences will not be fully known until GDOT sends the invoice prior to construction. Prices are subject to change.

Council discussed the value of having these upgrades in their intended locations and would like to see where they are proposed in relation to the neighborhood entrances, etc. Granite or brick are not necessary in this area, but most of Council supported the idea of upgrading with a liner, but it has not been planned as an area established for walkability or entertainment area. They approved of the idea of having nicer aesthetics once you cross into city limits but wanted to see what Johns Creek was planning to approve as well.

Funding for upgrades would be from transportation 2023 SPLOST, miscellaneous category. Ms. Pozin will send information to Council as requested once received.

Council will review options and note preferences after that.

4. QUITCLAIM DEED – RIDGEWAY ROAD SIDEWALK & PARKING

Economic Development Director Chris McGahee came forward to explain the request to accept executed quitclaim deeds from the three (3) Homeowners Associations related to the condominium and two (2) townhome developments adjacent to City Hall. Acceptance of the quitclaim deeds will place the sidewalks and parking area along Ridgeway Road under city ownership.

The only cost to the City is future maintenance. This process also gives the City control of vegetative buffers for the future development in the area.

Staff was authorized to place these items on the next Council consent agenda.

5. CAPITAL IMPROVEMENT PROJECT UPDATES

{D}

Staff updated Council on current capital improvement projects.

City Engineer Margie Pozin outlined the status of Pine Needle Drive, Main St. enhanced sidewalks, Rogers Bridge, Davenport, Quiet Zone, Hall Sewer, and ARPA sewer projects (broken out by community: Hill Community, Pinecrest). She also covered the Paver Lot/Taylor Park and Western Gwinnett Bikeway, and the City Manager discussed the schedule for the large-scale playable art project.

III. MATTERS FROM COUNCIL

- Appreciation for Brenda Ehly's "Meet me on Main" art at Nacho Daddy, paid for by the DDA.
- SoDo had it's first residents move in last week, with the Sky Lounge for residents.
- Mid-block crossing from Coleman to Parsons Alley parking, bring more awareness to traffic coming or have it lit better.
- Bunten Road entrance - deceleration lane vs. parking lane
- Potential de-annexation request
- Hill Community meeting report and status of community
- Calendar appointments for budget work sessions

IV. ADJOURNMENT

The 5th Monday work session for January 30th has been cancelled. The next scheduled meeting of the Mayor and Council is February 13, 2023 at 6:00 p.m.

Return to:
Thompson, Sweeny, Kinsinger & Pereira P.C.
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF GWINNETT

QUIT-CLAIM DEED

THIS INDENTURE, made the _____ day of January, in the year two thousand twenty-three, between:

CONDOMINIUMS AT TOWN PARK PLACE UNIT OWNERS' ASSOCIATION

of the County of Gwinnett and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**CITY OF DULUTH, GEORGIA,
a Georgia Municipal Corporation**

of the County of Gwinnett and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

LEGAL DESCRIPTION

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 0.151 ACRES LYING AND BEING IN LAND LOT 293 OF THE 6th LAND DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN "X" MARK AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF HILL STREET (40 FOOT RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF RIDGEWAY ROAD (50 FOOT RIGHT OF WAY); THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF RIDGEWAY NORTH 43 DEGREES 28 MINUTES 08 SECONDS WEST A DISTANCE OF 29.91 FEET TO A 1/2 INCH REBAR FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 225.19 FEET WITH A RADIUS OF 1449.49 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 44 DEGREES 26 MINUTES 01 SECONDS WEST AND A DISTANCE OF 224.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 7.12 FEET WITH A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 40 DEGREES 42 MINUTES 04 SECONDS WEST AND A DISTANCE OF 7.12 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 03 SECONDS WEST A DISTANCE OF 58.33 FEET TO A PK NAIL FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 17 SECONDS WEST A DISTANCE OF 40.65 FEET TO A 1/2 INCH REBAR SET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT A DISTANCE OF 40.41 FEET WITH A RADIUS OF 79.87 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 53 DEGREES 26 MINUTES 49 SECONDS WEST AND A DISTANCE OF 39.98 FEET TO A POINT

THENCE NORTH 41 DEGREES 28 MINUTES 40 SECONDS WEST A DISTANCE OF 29.87 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 47.30 FEET WITH A RADIUS OF 164.55 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 49 DEGREES 15 MINUTES 03 SECONDS WEST AND A DISTANCE OF 47.14 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 25 MINUTES 02 SECONDS WEST A DISTANCE OF 9.66 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 00 MINUTES 59 SECONDS WEST A DISTANCE OF 6.93 FEET TO A POINT;
THENCE NORTH 78 DEGREES 29 MINUTES 31 SECONDS WEST A DISTANCE OF 98.43 FEET TO A POINT;
THENCE NORTH 65 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 8.83 FEET TO A POINT;
THENCE NORTH 79 DEGREES 34 MINUTES 16 SECONDS WEST A DISTANCE OF 44.00 FEET TO A POINT;
THENCE SOUTH 87 DEGREES 36 MINUTES 53 SECONDS WEST A DISTANCE OF 22.05 FEET TO A POINT;
THENCE NORTH 72 DEGREES 32 MINUTES 56 SECONDS WEST A DISTANCE OF 19.30 FEET TO A POINT;
THENCE NORTH 81 DEGREES 04 MINUTES 45 SECONDS WEST A DISTANCE OF 57.99 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 47 MINUTES 14 SECONDS WEST A DISTANCE OF 6.12 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 12.57 FEET WITH A RADIUS OF 8.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 50 DEGREES 47 MINUTES 14 SECONDS WEST AND A DISTANCE OF 11.31 FEET TO A POINT;
THENCE NORTH 84 DEGREES 12 MINUTES 46 SECONDS WEST A DISTANCE OF 71.44 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 23.45 FEET WITH A RADIUS OF 340.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 82 DEGREES 37 MINUTES 34 SECONDS WEST AND A DISTANCE OF 23.45 FEET TO A POINT;
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THENCE NORTH 80 DEGREES 39 MINUTES 01 SECONDS WEST A DISTANCE OF 91.06 FEET TO A POINT;
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THENCE NORTH 29 DEGREES 17 MINUTES 38 SECONDS WEST A DISTANCE OF 11.52 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF RIDGEWAY ROAD;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 80 DEGREES 39 MINUTES 01 SECONDS EAST A DISTANCE OF 249.95 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 22.41 FEET WITH A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 82 DEGREES 37 MINUTES 35 SECONDS EAST AND A DISTANCE OF 22.41 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 84 DEGREES 36 MINUTES 09 SECONDS EAST A DISTANCE OF 113.61 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 6.78 FEET WITH A RADIUS OF 300.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 83 DEGREES 57 MINUTES 18 SECONDS EAST AND A DISTANCE OF 6.78 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 83 DEGREES 18 MINUTES 27 SECONDS EAST A DISTANCE OF 172.90 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 109.57 FEET WITH A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 22 MINUTES 52 SECONDS EAST AND A DISTANCE OF 107.15 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 41 DEGREES 27 MINUTES 17 SECONDS EAST A DISTANCE OF 63.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered

**CONDIMINIUMS AT TOWN PARK PLACE
UNIT OWNERS' ASSOCIATION**

in the presence of:

Unofficial Witness

By: _____
George F. Miller, President

Attest: _____

Notary Public

[NOTARIAL SEAL]

Secretary

[SEAL]

Return to:
Thompson, Sweeny, Kinsinger & Pereira P.C.
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF GWINNETT

QUIT-CLAIM DEED

THIS INDENTURE, made the _____ day of January, in the year two thousand twenty-three, between:

PARK AT PARSONS TOWN SQUARE

of the County of Gwinnett and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**CITY OF DULUTH, GEORGIA,
a Georgia Municipal Corporation**

of the County of Gwinnett and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 0.151 ACRES LYING AND BEING IN LAND LOT 293 OF THE 6th LAND DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN "X" MARK AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF HILL STREET (40 FOOT RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF RIDGEWAY ROAD (50 FOOT RIGHT OF WAY); THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF RIDGEWAY NORTH 43 DEGREES 28 MINUTES 08 SECONDS WEST A DISTANCE OF 29.91 FEET TO A 1/2 INCH REBAR FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 225.19 FEET WITH A RADIUS OF 1449.49 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 44 DEGREES 26 MINUTES 01 SECONDS WEST AND A DISTANCE OF 224.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 7.12 FEET WITH A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 40 DEGREES 42 MINUTES 04 SECONDS WEST AND A DISTANCE OF 7.12 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 03 SECONDS WEST A DISTANCE OF 58.33 FEET TO A PK NAIL FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 17 SECONDS WEST A DISTANCE OF 40.65 FEET TO A 1/2 INCH REBAR SET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

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TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered

**TOWNE PARK PLACE MASTER
ASSOCIATION, INC.**

in the presence of:

Unofficial Witness

By: _____,
_____, President

Notary Public

Attest: _____
_____, Secretary

[NOTARIAL SEAL]

[SEAL]

Return to:
Thompson, Sweeny, Kinsinger & Pereira P.C.
P.O. Drawer 1250
Lawrenceville, GA 30046

STATE OF GEORGIA
COUNTY OF GWINNETT

QUIT-CLAIM DEED

THIS INDENTURE, made the _____ day of January, in the year two thousand twenty-three, between:

TOWNE PARK PLACE MASTER ASSOCIATION, INC.

of the County of Gwinnett and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**CITY OF DULUTH, GEORGIA,
a Georgia Municipal Corporation**

of the County of Gwinnett and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered

**TOWNE PARK PLACE MASTER
ASSOCIATION, INC.**

in the presence of:

Unofficial Witness

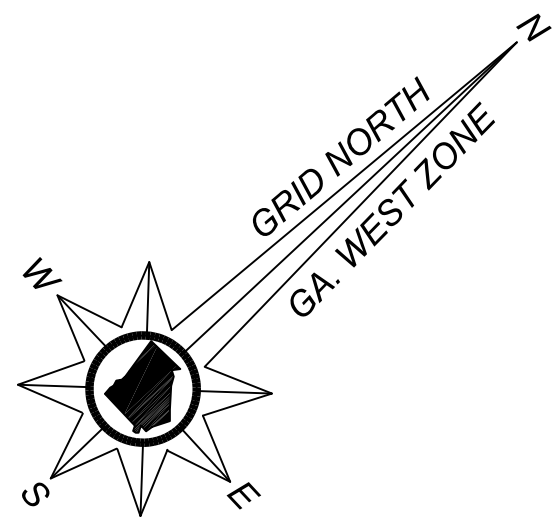
By: _____,
_____, President

Notary Public

Attest: _____
_____, Secretary

[NOTARIAL SEAL]

[SEAL]



LEGEND

DRAINAGE STRUCTURES

- SWCB = SINGLE WING CATCH BASIN
- DWCB = DOUBLE WING CATCH BASIN
- JB = JUNCTION BOX
- GI = GRATE INLET
- CI = CURB INLET
- YI = YARD INLET
- DI = DROP INLET
- HV = HEAD WALL
- SSMH = SANITARY SEWER MANHOLE
- SSCO = SANITARY SEWER CLEANOUT
- OT = GREASE TRAP
- FES = FLARED END SECTION

UTILITY SYMBOLS

- ACU = AIR CONDITIONING UNIT
- ET = ELECTRIC TRANSFORMER
- CPED = CABLE TV PEDestal
- FH = FIRE HYDRANT
- GM = GAS METER
- GV = GAS VALVE
- GVY = GUY WIRE
- TPED = TELEPHONE PEDestal
- PP = UTILITY POLE
- LP = LIGHT POLE
- WM = WATER METER
- WV = WATER VALVE

MISC. SYMBOLS

- PS = PARKING SPACE COUNT
- SD = SATellite DISH

UTILITY LINETYPES

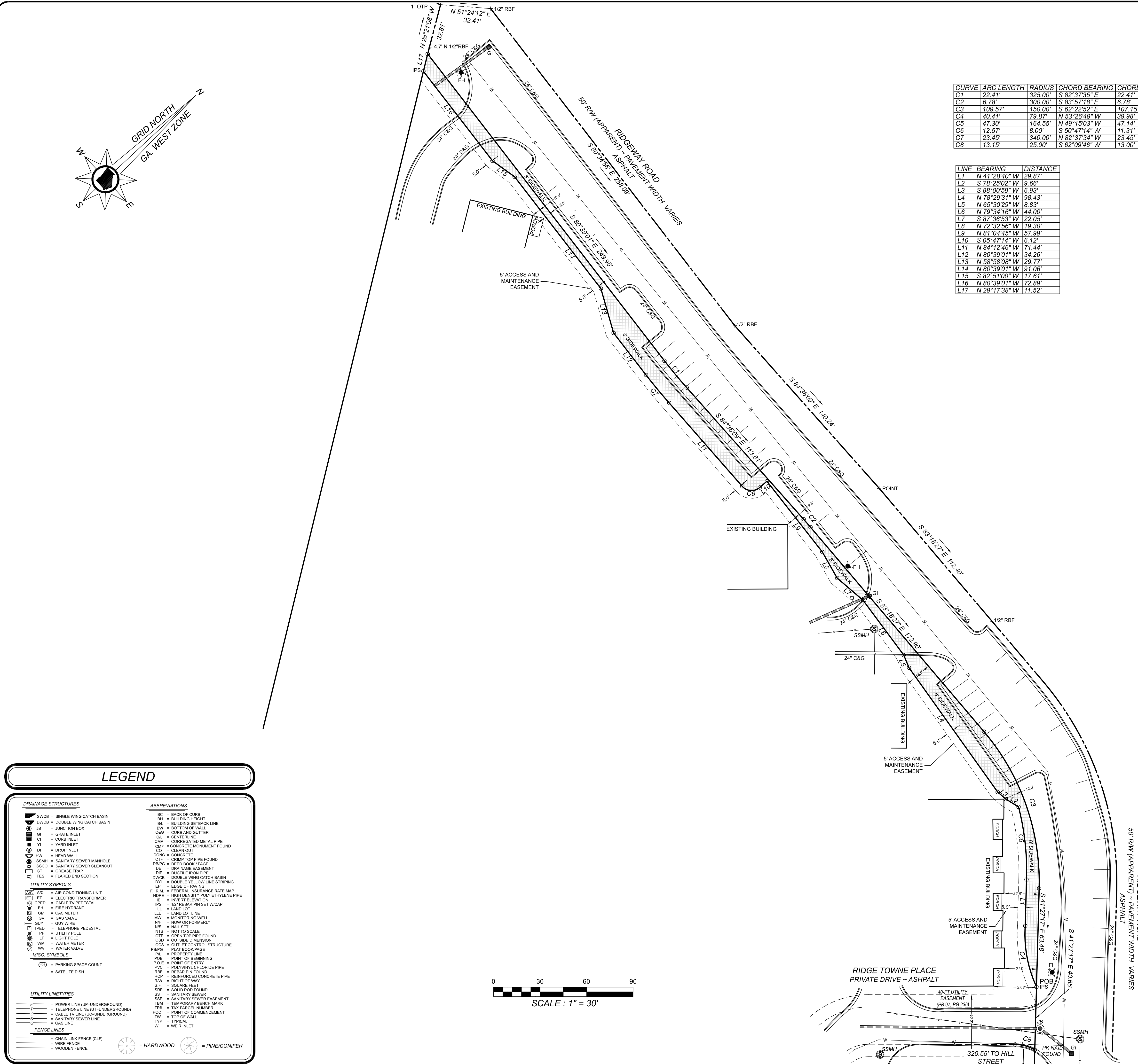
- P = POWER LINE (UP-UNDERGROUND)
- T = TELEPHONE LINE (UT-UNDERGROUND)
- C = CABLE TV LINE (UC-UNDERGROUND)
- S = SANITARY SEWER LINE
- W = GAS LINE

FENCE LINES

- CLF = CHAIN LINK FENCE (CLF)
- WF = WIRE FENCE
- WD = WOODEN FENCE

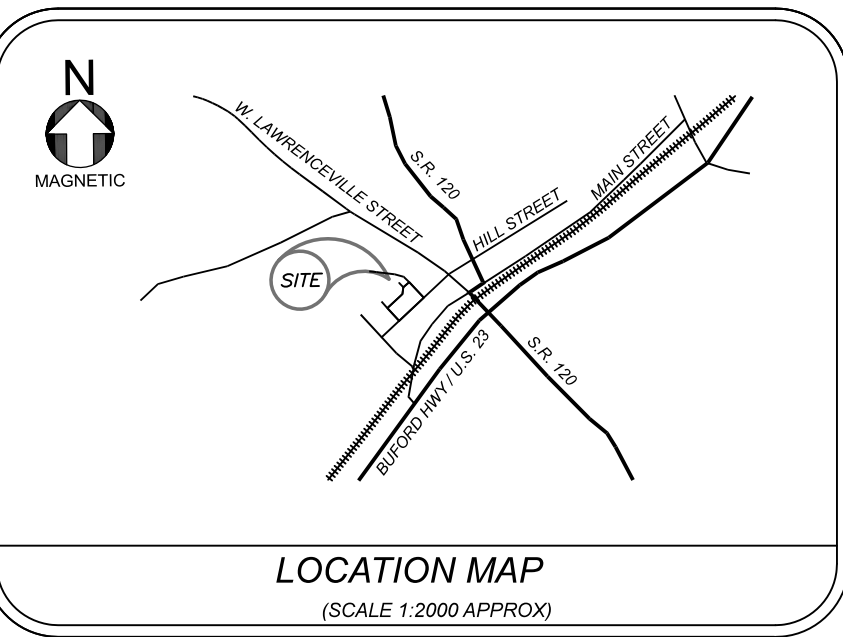
ABBREVIATIONS

- BC = BACK OF CURB
- BH = BUILDING HEIGHT
- BSL = BUILDING SETBACK LINE
- BW = BOTTOM OF WALL
- CSO = CURB AND GUTTER
- CL = CENTERLINE
- CMP = CORRUGATED METAL PIPE
- CMF = CONCRETE MONUMENT FOUND
- CONC = CONCRETE
- CT = CRIMP TOP PIPE FOUND
- DBPG = DEED BOOK / PAGE
- DE = DRAINAGE EASEMENT
- DIP = DUCTILE IRON PIPE
- DWCB = DOUBLE WING CATCH BASIN
- DTL = DOUBLE YELLOW LINE STRIPING
- ED = EDGE OF PAVING
- F.I.R.M. = FEDERAL INSURANCE RATE MAP
- HDPE = HIGH DENSITY POLYETHYLENE PIPE
- IE = INVERT ELEVATION
- IPS = 12" REBAR PIN SET VICAP
- LL = LAND LOT
- LLL = LAND LOT LINE
- MV = MONITORING WELL
- NF = NOW OR FORMERLY
- NIS = NAIL SET
- NTS = NOT TO SCALE
- OTF = OPEN TOP PIPE FOUND
- OSD = OUTSIDE DIMENSION
- OCS = OUTLET CONTROL STRUCTURE
- PL = PLAT BOOK/PAGE
- P.L. = PROPERTY LINE
- POB = POINT OF BEGINNING
- P.O.E. = POINT OF ENTRY
- PVC = POLYVINYL CHLORIDE PIPE
- RP = REBAR PIN FOUND
- RCF = REINFORCED CONCRETE PIPE
- R.W. = RIGHT OF WAY
- S.F. = SQUARE FEET
- SFF = SOLID FOD FOUND
- SS = SANITARY SEWER
- SSSE = SANITARY SEWER EASEMENT
- TBM = TEMPORARY BENCH MARK
- TIN = TAX PARCEL NUMBER
- POC = POINT OF COMMENCEMENT
- TOP = TOP OF WALL
- TYP = TYPICAL
- WI = WEIR INLET



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	22.41'	325.00'	S 82°37'35" E	22.41'	3°57'06"
C2	6.78'	300.00'	S 83°57'18" E	6.78'	1°17'42"
C3	109.57'	150.00'	S 62°22'52" E	107.15'	41°51'09"
C4	40.41'	79.87'	N 53°26'49" W	39.98'	28°59'09"
C5	47.30'	164.55'	N 49°15'03" W	47.14'	16°28'10"
C6	12.57'	8.00'	S 50°47'14" W	11.31'	90°00'00"
C7	23.45'	340.00'	N 82°37'34" W	23.45'	3°57'07"
C8	13.15'	25.00'	S 62°09'46" W	13.00'	30°08'24"

LINE	BEARING	DISTANCE
L1	N 41°28'40" W	29.87'
L2	S 78°25'02" W	9.66'
L3	S 88°00'59" W	6.93'
L4	N 78°29'31" W	98.43'
L5	N 65°30'29" W	8.83'
L6	N 79°34'16" W	44.00'
L7	S 87°36'53" W	22.05'
L8	N 72°32'56" W	19.30'
L9	N 81°04'45" W	57.99'
L10	S 05°47'14" W	6.12'
L11	N 84°12'46" W	71.44'
L12	N 80°39'01" W	34.26'
L13	N 58°58'08" W	29.77'
L14	N 80°39'01" W	91.06'
L15	S 82°51'00" W	17.61'
L16	N 80°39'01" W	72.89'
L17	N 29°17'38" W	11.52'



SURVEY NOTES

- BOUNDARY REFERENCE: PARK AT PARSONS, PLAT BOOK 97, PAGE 236, PLAT BOOK 122, PAGE 223.
- THIS PROPERTY LIES WITHIN A FLOOD HAZARD ZONE 'X' LESS THAN 0.02 % FLOOD CHANCE, AS IDENTIFIED ON FIRM COMMUNITY PANEL No. 13158C000563, DATED MARCH 4, 2013.
- THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN IS BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.
- NO ABSTRACT OF TITLE, TITLE COMMITMENT, OR RESULTS OF TITLE SEARCHES WERE SUPPLIED TO THE SURVEYOR. THERE MAY BE OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY.
- BUILDING SETBACK INFORMATION SHOWN HEREON IS PER THE CITY OF DULUTH ZONING ORDINANCE FOR CBD ZONING CLASSIFICATION.
- THE LAST DAY OF THE FIELD SURVEY WAS PERFORMED ON 10/12/2022.
- AS PER CITY OF DULUTH NO APPARENT LANDFILL EXISTS ON THE SITE.
- CITY OF DULUTH DOES NOT ENFORCE PROTECTIVE COVENANTS. IT IS THE RESPONSIBILITY OF THE HOME OWNERS TO ENSURE COMPLIANCE WITH THE PROTECTIVE COVENANTS.
- NOTE: CITY OF DULUTH ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.
- PERMANENT STRUCTURES AND TREES NOT ALLOWED IN SANITARY SEWER EASEMENTS ACCORDING TO CURRENT GWINNETT COUNTY POLICY.

AREA SUMMARY
REQUIRED RIGHT OF WAY
AREA: 6,599 S.F. 0.151 ACRES

CLOSURE STATEMENT

FIELD INFORMATION FOR THIS SURVEY WAS OBTAINED WITH A TRIMBLE S-8 ROBOTIC TOTAL STATION.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 151,977 FEET.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 22,599 FEET AND AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT.

THIS PLAT WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

DATE	ISSUE	NO.	DESCRIPTION
DECEMBER 15, 2022			
SCALE: 1"=30'	ACREAGE: 0.151 ACRES		
LAND LOT(S): 293	DISTRICT: 8th		SECTION:
CITY: DULUTH	COUNTY: GWINNETT		STATE: GEORGIA
SURVEYED: AH	DRAWN: WGH		WGH
CHECKED:			

LAND SURVEYOR
404-384-9577
GA LAND SURVEYOR, LLC
3355 ANNANDALE LANE, SUITE 1
SUWANEE, GA 30024



R/W EXHIBIT FOR:

CITY OF DULUTH

LAND LOT 293 OF THE 8th DISTRICT
CITY OF DULUTH, GWINNETT COUNTY, GEORGIA
TAX ID# R6293 020

JOB NO.
22-277

DRAWING NO.
22-277.DWG

SHEET NO. 1 OF 1

LEGAL DESCRIPTION

ALL THAT LOT, TRACT OR PARCEL OF LAND CONTAINING 0.151 ACRES LYING AND BEING IN LAND LOT 293 OF THE 6th LAND DISTRICT, CITY OF DULUTH, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT AN "X" MARK AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF HILL STREET (40 FOOT RIGHT OF WAY) AND THE SOUTHWESTERLY RIGHT OF WAY OF RIDGEWAY ROAD (50 FOOT RIGHT OF WAY); THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF RIDGEWAY NORTH 43 DEGREES 28 MINUTES 08 SECONDS WEST A DISTANCE OF 29.91 FEET TO A 1/2 INCH REBAR FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 225.19 FEET WITH A RADIUS OF 1449.49 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 44 DEGREES 26 MINUTES 01 SECONDS WEST AND A DISTANCE OF 224.96 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 7.12 FEET WITH A RADIUS OF 275.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 40 DEGREES 42 MINUTES 04 SECONDS WEST AND A DISTANCE OF 7.12 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 03 SECONDS WEST A DISTANCE OF 58.33 FEET TO A PK NAIL FOUND; THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN NORTH 41 DEGREES 27 MINUTES 17 SECONDS WEST A DISTANCE OF 40.65 FEET TO A 1/2 INCH REBAR SET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY ALONG A CURVE TO THE RIGHT A DISTANCE OF 40.41 FEET WITH A RADIUS OF 79.87 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 53 DEGREES 26 MINUTES 49 SECONDS WEST AND A DISTANCE OF 39.98 FEET TO A POINT

THENCE NORTH 41 DEGREES 28 MINUTES 40 SECONDS WEST A DISTANCE OF 29.87 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT A DISTANCE OF 47.30 FEET WITH A RADIUS OF 164.55 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 49 DEGREES 15 MINUTES 03 SECONDS WEST AND A DISTANCE OF 47.14 FEET TO A POINT;

THENCE SOUTH 78 DEGREES 25 MINUTES 02 SECONDS WEST A DISTANCE OF 9.66 FEET TO A POINT;
THENCE SOUTH 88 DEGREES 00 MINUTES 59 SECONDS WEST A DISTANCE OF 6.93 FEET TO A POINT;
THENCE NORTH 78 DEGREES 29 MINUTES 31 SECONDS WEST A DISTANCE OF 98.43 FEET TO A POINT;
THENCE NORTH 65 DEGREES 30 MINUTES 29 SECONDS WEST A DISTANCE OF 8.83 FEET TO A POINT;
THENCE NORTH 79 DEGREES 34 MINUTES 16 SECONDS WEST A DISTANCE OF 44.00 FEET TO A POINT;
THENCE SOUTH 87 DEGREES 36 MINUTES 53 SECONDS WEST A DISTANCE OF 22.05 FEET TO A POINT;
THENCE NORTH 72 DEGREES 32 MINUTES 56 SECONDS WEST A DISTANCE OF 19.30 FEET TO A POINT;
THENCE NORTH 81 DEGREES 04 MINUTES 45 SECONDS WEST A DISTANCE OF 57.99 FEET TO A POINT;
THENCE SOUTH 05 DEGREES 47 MINUTES 14 SECONDS WEST A DISTANCE OF 6.12 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 12.57 FEET WITH A RADIUS OF 8.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 50 DEGREES 47 MINUTES 14 SECONDS WEST AND A DISTANCE OF 11.31 FEET TO A POINT;
THENCE NORTH 84 DEGREES 12 MINUTES 46 SECONDS WEST A DISTANCE OF 71.44 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT A DISTANCE OF 23.45 FEET WITH A RADIUS OF 340.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF NORTH 82 DEGREES 37 MINUTES 34 SECONDS WEST AND A DISTANCE OF 23.45 FEET TO A POINT;

THENCE NORTH 80 DEGREES 39 MINUTES 01 SECONDS WEST A DISTANCE OF 34.26 FEET TO A POINT;
THENCE NORTH 58 DEGREES 58 MINUTES 08 SECONDS WEST A DISTANCE OF 29.77 FEET TO A POINT;
THENCE NORTH 80 DEGREES 39 MINUTES 01 SECONDS WEST A DISTANCE OF 91.06 FEET TO A POINT;
THENCE SOUTH 82 DEGREES 51 MINUTES 00 SECONDS WEST A DISTANCE OF 17.61 FEET TO A POINT;
THENCE NORTH 80 DEGREES 39 MINUTES 01 SECONDS WEST A DISTANCE OF 72.89 FEET TO A 1/2" REBAR SET;
THENCE NORTH 29 DEGREES 17 MINUTES 38 SECONDS WEST A DISTANCE OF 11.52 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY MARGIN OF RIDGEWAY ROAD;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 80 DEGREES 39 MINUTES 01 SECONDS EAST A DISTANCE OF 249.95 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE LEFT A DISTANCE OF 22.41 FEET WITH A RADIUS OF 325.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 82 DEGREES 37 MINUTES 35 SECONDS EAST AND A DISTANCE OF 22.41 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 84 DEGREES 36 MINUTES 09 SECONDS EAST A DISTANCE OF 113.61 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 6.78 FEET WITH A RADIUS OF 300.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 83 DEGREES 57 MINUTES 18 SECONDS EAST AND A DISTANCE OF 6.78 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 83 DEGREES 18 MINUTES 27 SECONDS EAST A DISTANCE OF 172.90 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN AND ALONG A CURVE TO THE RIGHT A DISTANCE OF 109.57 FEET WITH A RADIUS OF 150.00 FEET AND BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 62 DEGREES 22 MINUTES 52 SECONDS EAST AND A DISTANCE OF 107.15 FEET TO A POINT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY MARGIN SOUTH 41 DEGREES 27 MINUTES 17 SECONDS EAST A DISTANCE OF 63.48 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2023 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2023 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2023 fiscal year as follows:

Total Revenues:	<u>73,227,852</u>
Operations Expenditures:	<u>35,275,963</u>
Capital Improvement Expenditures:	<u>37,951,889</u>
Total Expenditures:	<u>73,227,852</u>

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth's Stormwater Utility Fund after allowing for a policy required 25% unrestricted fund balance, had an additional fund balance of \$360,917 on June 30, 2022; and

WHEREAS it is requested \$360,917 in prior year Unrestricted Fund Balance be carried forward to the current year's budget and added to the Stormwater Utility – Stormwater Collection & Disposal – Repairs & Maintenance Drainage line item; and

NOW THEREFORE, the City of Duluth 2023 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>73,588,769</u>
Operations Expenditures:	<u>35,636,880</u>
Capital Improvement Expenditures:	<u>37,951,889</u>
Total Expenditures:	<u>73,588,769</u>

IT IS SO ORDAINED this _____ day of _____, **2023**.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST:_____

Teresa S. Lynn, City Clerk

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2023 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2023 ANNUAL BUDGET FOR THE CITY OF DULUTH, GEORGIA, IN COMPLIANCE WITH THE LAWS OF THE STATE OF GEORGIA.

THE CITY COUNCIL OF THE CITY OF DULUTH HEREBY ORDAINS, the City of Duluth, Georgia, has previously adopted a budget for the 2023 fiscal year as follows:

Total Revenues: 73,588,769

Operations Expenditures: 35,636,880

Capital Improvement Expenditures: 37,951,889

Total Expenditures: 73,588,769

For a balanced budget in compliance with the laws of the State of Georgia.

WHEREAS the City of Duluth's staff updated council on the 2017 SPLOST collections and the ability to allocated \$611,000 in additional SPLOST funds to the Police Department for eligible public safety purchases; and

WHEREAS the Police Department staff presented council with a proposal outlining the items to be purchased with the additional 2017 SPLOST funds; and

WHEREAS it is requested \$611,000 in 2017 SPLOST Public Safety be added to the Police Capital Projects – Police – Police Equipment line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2023 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves 74,199,769

Operations Expenditures: 35,636,880

Capital Improvement Expenditures: 38,562,889

Total Expenditures: 74,199,769

IT IS SO ORDAINED this _____ day of _____, 2023.

Mayor Nancy Harris

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

Those councilmembers voting in opposition:

ATTEST:_____

Teresa S. Lynn, City Clerk

RETURN TO:

Pereira, Kirby, Kinsinger & Nguyen, LLP

P. O. Drawer 1250

Lawrenceville, GA 30046

“NO-BUILD” EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF GWINNETT

This is an Agreement for an easement onto the property of the City of Duluth Urban Redevelopment Agency, and is made and given as of the _____ day of _____, 2023, by and between **THE CITY OF DULUTH** (hereinafter “Grantor”), and **JEWEL BOX DULUTH, LLC** (hereinafter “Grantee”).

WITNESSETH:

WHEREAS, Grantee has erected a certain structure adjacent to property owned by the Grantor which will be used for the operation of a restaurant; and

WHEREAS, Grantee desires to obtain certain easement rights from Grantor over, across and upon Grantor’s Property for the purpose of restricting construction of any above-ground structure within the easement area to establish the required fire separation distance between the Grantee’s building and any future structure and Grantor is willing to grant such easement rights over, across and upon a portion of the Grantor’s Property for the purposes stated;

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars, and other valuable consideration, in hand paid by Grantee to Grantor, at and with the execution and delivery of this Instrument, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor and Grantee do hereby covenant and agree as follows:

1. Grant of Easement: Grantor does hereby bargain, sell, grant and convey to Grantee a “no-build” easement over, upon and across the easement area running ten (10) feet from the property line on the Southwestern boundary line of Grantee’s property, as shown on the plat which is attached hereto as Exhibit “A” and which is incorporated herein by this reference, which shall other than landscaping, prohibit Grantor from constructing any new or additional above-ground

structures in the easement area, including, but not limited to, a dwelling unit, garage, shed, fence or any other above-ground building or structure or other projections. This easement shall not interfere with any access, activity, or agreements established in the corresponding utility easement delineated on this plat.

2. Benefits Inure: The Easement granted herein shall **not** be a covenant running with the land and shall terminate upon removal of Grantee's structure.

3. Governing Law: This Instrument shall be governed by, construed under, and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seal on this _____ day of _____, 2023.

Unofficial Witness

URBAN REDEVELOPMENT AGENCY
OF THE CITY OF DULUTH

By: _____
Brandon Odum, Chairman

Notary Public

Attest: _____
Title:

[Notary Seal]

[City Seal]

JEWEL BOX DULUTH, LLC

Unofficial Witness

By: _____
Title:

Notary Public

Attest: _____
Title:

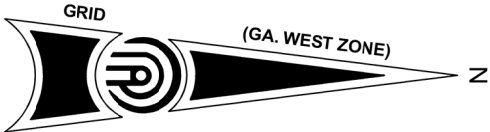
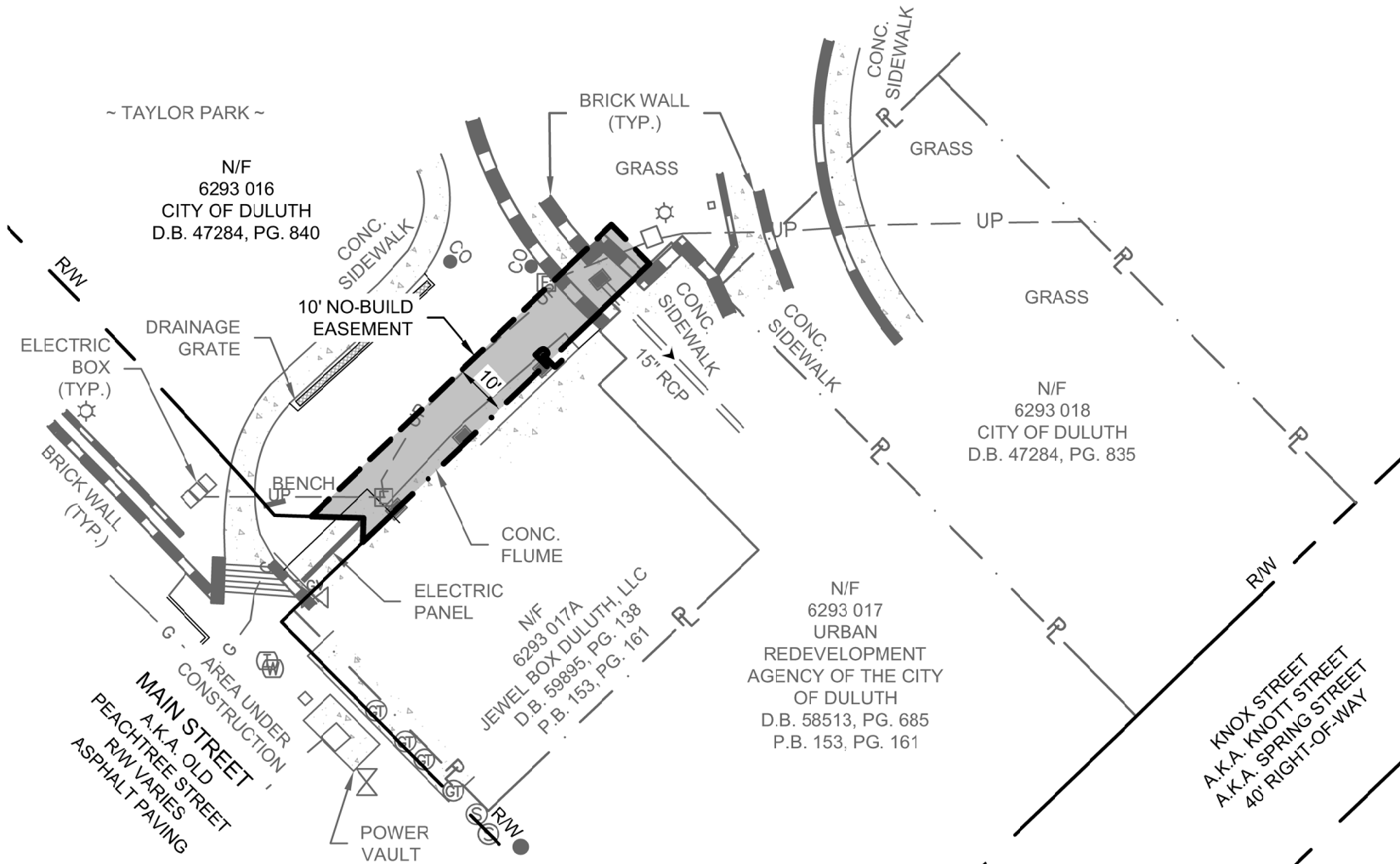
[Notary Seal]

EXHIBIT A

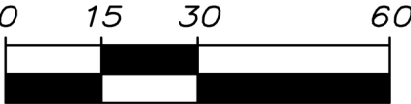
PLAT

E:\sds\proj\13238\dwg\13238R_Paver Lots - No Build Easement.dwg 1

REVISIONS		
DATE	BY	DESCRIPTION



GRAPHIC SCALE



SCALE: 1"= 30'

Parcel: 6293 016	Owner: CITY OF DULUTH		
Date: 1/20/2023			
Land Lot: 293	City: DULUTH		
District: 6th	County: GWINNETT, GA		
Job #: S13238R	Scale: 1" = 30'		
Field By: JAH	Drawn By: CCP	Checked By: DEJ	



PRECISION
Planning Inc.

planners • engineers • architects • surveyors

Georgia Land Surveying Firm COA # LSF000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us • info@ppi.us

NO-BUILD EASEMENT EXHIBIT FOR:	DRAWING NUMBER 1 OF 1
CITY OF DULUTH	

RETURN TO:
Pereira, Kirby
Kinsinger & Nguyen, LLP
P.O. Drawer 1250
Lawrenceville, GA 30046

POWER UTILITY EASEMENT

STATE OF GEORGIA
COUNTY OF GWINNETT

In consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the **City of Duluth, Georgia**, (hereinafter Grantor) does hereby give, grant and convey to the **Georgia Power** (hereinafter Grantee) its successors and assigns, the right, privilege and easement to go in, upon, under, along, and across those tracts of land owned by the Grantor in Land Lot 293 of the 6th Land District of Gwinnett County, Georgia, and being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference and shown on the Power Easement Plat attached hereto as Exhibit "B" and incorporated herein by reference.

Said easement shall include the right to construct, maintain and operate, repair and replace power utilities, and other necessary apparatus, fixtures and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said utilities, making repairs, renewals, and alterations thereon, thereunder, thereto or therefrom; also the right of ingress and egress over said land to and from said utilities.

The Grantor retains, reserves, and shall continue to enjoy use of the service of such property for any and all purposes which do not interfere with and prevent the use by Grantee of

this Utility Easement.

The Grantee shall install, construct, operate, repair, maintain, and renew any utility on the above-described easement area at Grantee's entire and sole cost.

The Grantee shall not make any above-ground improvements or place any above-ground structures or facilities in the easement area without the written consent of the Grantor.

The Grantee agrees to repair and restore the land of the Grantor as close as practically possible to the condition of said property immediately prior to such installation, construction, operation, repair, or maintenance of the utility infrastructure.

The undersigned does not convey any land but merely grants the right, privileges, and easements herein before set out.

TO HAVE AND TO HOLD the said described easement unto the said Grantee, its successors and assigns, for all purposes consistent with the easement rights granted herein forever.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this _____ day of _____, 2023.

CITY OF DULUTH, GEORGIA

By: _____[Seal]

Title: _____

Attest: _____[Seal]

Title: _____

Unofficial Witness

Notary Public

[Seal]

[City Seal]

EXHIBIT A

LAND DESCRIPTION 10' POWER EASEMENT

All that tract or parcel of land lying and being in Land Lot 293 of the 6th Land District, in the City of Duluth, Gwinnett County, Georgia and being more particularly described as follows:

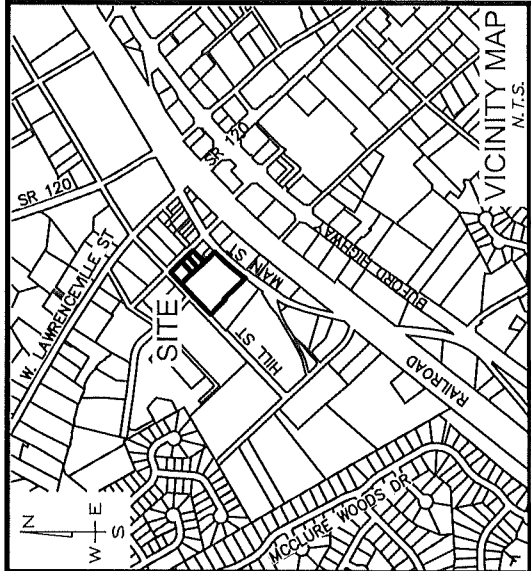
TO FIND THE **POINT OF COMMENCEMENT**, begin at a Point at the intersection formed by the Westerly Right-of-Way of Knox Street (A.K.A. Knott Street, A.K.A. Spring Street, 40' R/W) and the Southeasterly Right-of-Way of Hill Street (Apparent 40' R/W); Thence leaving said intersection and continuing along said Right-of-Way of Knox Street for 18.93 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said Right-of-Way of Knox Street, South 44 degrees 12 minutes 36 seconds East for a distance of 50.00 feet to a Point; THENCE leaving said Right-of-Way, South 22 degrees 27 minutes 46 seconds East for a distance of 36.05 feet to a Point; THENCE South 04 degrees 18 minutes 17 seconds East for a distance of 82.85 feet to a Point; THENCE South 00 degrees 49 minutes 03 seconds East for a distance of 39.14 feet to a Point; THENCE South 02 degrees 28 minutes 15 seconds East for a distance of 35.96 feet to a Point; THENCE South 45 degrees 33 minutes 39 seconds West for a distance of 4.66 feet to a Point; THENCE South 44 degrees 12 minutes 37 seconds East for a distance of 7.54 feet to a Point; THENCE South 23 degrees 21 minutes 05 seconds East for a distance of 15.91 feet to a Point; THENCE South 47 degrees 20 minutes 02 seconds East for a distance of 18.22 feet to a Point; THENCE South 44 degrees 49 minutes 38 seconds East for a distance of 14.16 feet to a Point; THENCE South 59 degrees 54 minutes 54 seconds East for a distance of 11.35 feet to a Point; THENCE North 81 degrees 39 minutes 19 seconds East for a distance of 1.79 feet to a Point; THENCE South 44 degrees 12 minutes 37 seconds East for a distance of 12.28 feet to a Point on the Northwesterly Right-of-Way of Main Street (A.K.A. Old Peachtree Street R/W Varies); THENCE continuing along said Right-of-Way for the following (3) three courses and distances, North 88 degrees 15 minutes 24 seconds West for a distance of 4.42 feet to a Point; THENCE South 01 degrees 44 minutes 36 seconds West for a distance of 16.50 feet to a Point; THENCE South 48 degrees 39 minutes 00 seconds West for a distance of 11.18 feet to a Point; THENCE leaving said Right-of-Way, North 00 degrees 12 minutes 49 seconds East for a distance of 22.41 feet to a Point; THENCE North 59 degrees 54 minutes 54 seconds West for a distance of 15.11 feet to a Point; THENCE North 44 degrees 49 minutes 38 seconds West for a distance of 15.27 feet to a Point; THENCE North 47 degrees 20 minutes 02 seconds West for a distance of 20.13 feet to a Point; THENCE North 23 degrees 21 minutes 05 seconds West for a distance of 22.90 feet to a Point; THENCE North 06 degrees 28 minutes 30 seconds West for a distance of 6.80 feet to a Point; THENCE North 02 degrees 28 minutes 15 seconds West for a distance of 37.09 feet to a Point; THENCE North 00 degrees 49 minutes 03 seconds West for a distance of 38.98 feet to a Point; THENCE North 04 degrees 18 minutes 17 seconds West for a distance of 80.95 feet to a Point; THENCE North 22 degrees 27 minutes 46 seconds West for a distance of 39.06 feet to a Point; THENCE North 29 degrees 29 minutes 32 seconds West for a distance of 1.32 feet to a Point; THENCE North 46 degrees 21 minutes 43 seconds East for a distance of 2.60 feet to a Point;

THENCE North 43 degrees 45 minutes 11 seconds West for a distance of 10.23 feet to a Point;
THENCE North 29 degrees 29 minutes 32 seconds West for a distance of 12.50 feet to a Point;
THENCE North 51 degrees 01 minutes 10 seconds West for a distance of 18.14 feet to a Point;
THENCE North 38 degrees 58 minutes 50 seconds East for a distance of 3.56 feet to a Point, said
Point being **THE POINT OF BEGINNING**.

Said property contains 0.071 acres (3,082 square feet) as shown on the Power Easement Plat for the City of Duluth, prepared by Precision Planning, Inc., dated 1/20/23.

EXHIBIT B



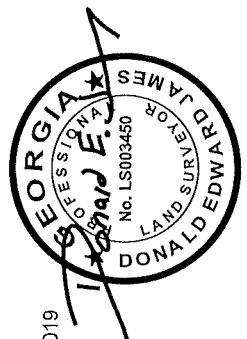
EQUIPMENT USED:
A TRIMBLE S6 ROBOTIC TOTAL STATION & A CHAMPION TKO GNSS ROVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PLAT CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 70,906 FEET.

FIELD CLOSURE STATEMENT:
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 12,734 & AN ANGULAR ERROR OF 6 SECONDS PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES.

THE FIELD SURVEY WAS COMPLETED ON 1/10/23.

AREA SUMMARY CHART
CITY OF DULUTH
PARCEL # 6293 016, 6293 018, 6293 018A, 6293 019
POWER EASEMENT
= 0.071 ACRES (3.082 S.F.)



NOTES:

- 1.) ALL AREAS INCLUDES EASEMENTS WITHIN.
- 2.) THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO OUTLINE THE PROPERTY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION, MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
- 3.) UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT. DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.

-THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON. PURSUANT TO RULE 180-6-09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

-INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

SURVEYOR CERTIFICATION

THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

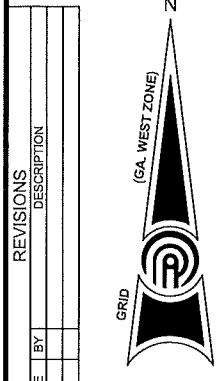
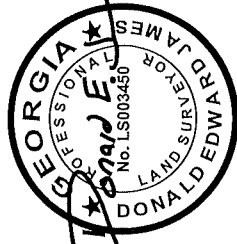
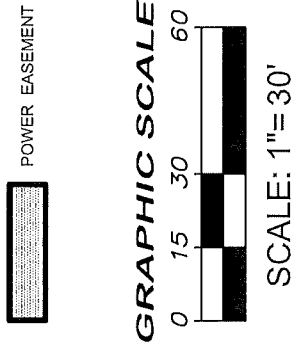
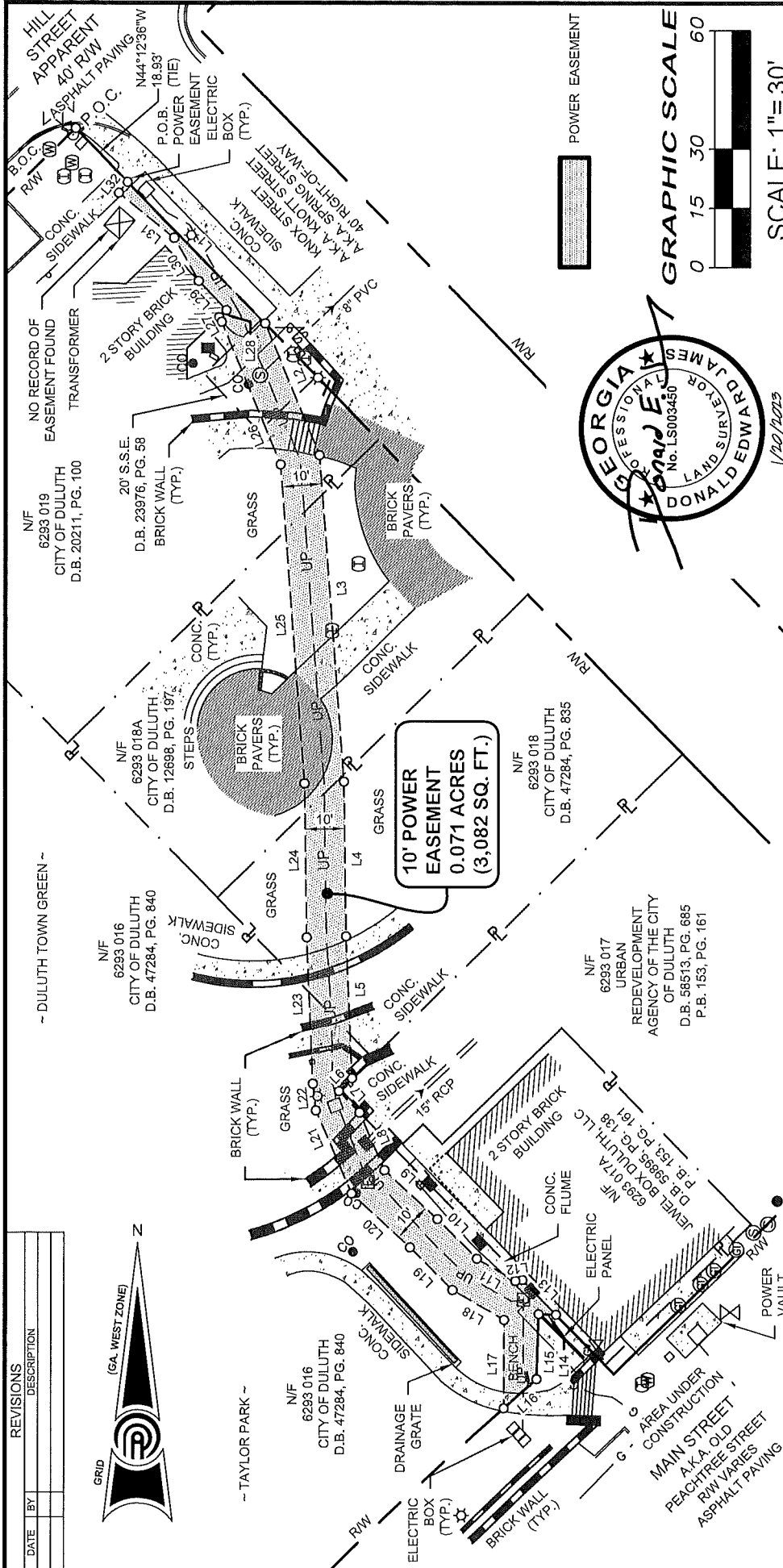
Donald E. James
DONALD E. JAMES, GEORGIA PLS 003450
1/10/2023
DATE:

REVISIONS	
DATE	DESCRIPTION

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND	
EXISTING	PROPOSED
SSE SANITARY SEWER EASEMENT	---
DE DRAINAGE EASEMENT	---
LLL LAND LOT LINE	---
PL PROPERTY LINE	---
CC CENTERLINE	---
R/W RIGHT-OF-WAY	---
BOC BACK OF CURB	---
EP EDGE OF PAVEMENT	---
REBAR FOUND	---
IPF IRON PIN FOUND	---
PP POWER/UTILITY POLE	---
TR TREE	---
FH FIRE HYDRANT	---
WATER LINE	---
SSMH SANITARY SEWER MANHOLE	---
SS SANITARY SEWER	---
STORM SEWER	---
FENCE LINE	---
N/F NOW OR FORMERLY	---
P.O.C. POINT OF COMMENCEMENT	---
P.O.B. PLAT BOOK DEED BOOK	---
PB DB PG PERMANENT UTILITY EASEMENT	---
PUE	---
TCE TEMPORARY CONSTRUCTION EASEMENT	---

Parcel: AS NOTED	Owner: CITY OF DULUTH	POWER EASEMENT PLAT FOR:	
Date: 1/20/2023	City: DULUTH	CITY OF DULUTH	
Land Lot: 293	County: GWINNETT, GA	DRAWING NUMBER	
District: 6th	Scale: 1" = 30'	1 OF 3	
Job #: S13238R	Drawn By: CCP	DATE:	
Field By: JAH	Checked By: DEJ	1/10/2023	



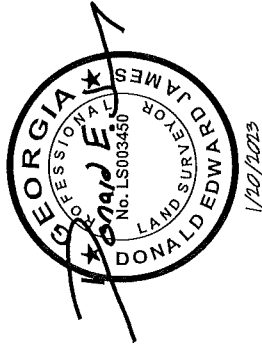
REVISIONS	
DATE	DESCRIPTION

PRECISION Planning Inc. planners • engineers • architects • surveyors Georgia Land Surveying Firm COA # LSF0000313 400 Pike Boulevard, Lawrenceville, Ga 30046 770.332.0000 • www.ppl.us • info@ppl.us		POWER EASEMENT PLAT FOR: CITY OF DULUTH	DRAWING NUMBER 2 OF 3
Parcel: AS NOTED Date: 1/20/2023 Land Lot: 293 District: 6th Job #: S13238R Field By: JAH	Owner: CITY OF DULUTH City: DULUTH County: GWINNETT, GA Scale: 1" = 30' Drawn By: CCP Checked By: DEJ		

REVISIONS	
DATE	DESCRIPTION

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	S44°12'36"E
L2	36.05'	S22°27'46"E
L3	82.85'	S04°18'17"E
L4	39.14'	S00°49'03"E
L5	35.96'	S02°28'15"E
L6	4.66'	S45°33'39"W
L7	7.54'	S44°12'37"E
L8	15.91'	S23°21'05"E
L9	18.22'	S47°20'02"E
L10	14.16'	S44°49'38"E
L11	11.35'	S59°54'54"E
L12	1.79'	N81°39'19"E
L13	12.28'	S44°12'37"E
L14	4.42'	N88°15'24"W
L15	16.50'	S01°44'36"W
L16	11.18'	S48°39'00"W

LINE TABLE		
LINE	LENGTH	BEARING
L17	22.41'	N00°12'49"E
L18	15.11'	N59°54'54"W
L19	15.27'	N44°49'38"W
L20	20.13'	N47°20'02"W
L21	22.90'	N23°21'05"W
L22	6.80'	N06°28'30"W
L23	37.09'	N02°28'15"W
L24	38.98'	N00°49'03"W
L25	80.95'	N04°18'17"W
L26	39.06'	N22°27'46"W
L27	1.32'	N29°29'32"W
L28	2.60'	N46°21'43"E
L29	10.23'	N43°45'11"W
L30	12.50'	N29°29'32"W
L31	18.14'	N51°01'10"W
L32	3.56'	N38°58'50"E



Parcel: AS NOTED	Owner: CITY OF DULUTH
Date: 1/20/2023	City: DULUTH
Land Lot: 293	County: GWINNETT, GA
District: 6th	Scale: 1" = 30'
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PRECISION
Planning Inc.

planners • engineers • architects • surveyors
Georgia Land Surveying Firm COA # LSR000313
405 Park Boulevard, Lawrenceville, GA 30046
770.333.8900 • www.ppplus • info@ppplus

POWER EASEMENT PLAT FOR:

CITY OF DULUTH

DRAWING
NUMBER
3 OF 3

**A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF DULUTH**

WHEREAS, the Mayor and Council of the City of Duluth, recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Mayor and Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the Mayor and Council as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, The City of Duluth meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City of Duluth Mayor and Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Duluth Mayor and Council pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The City of Duluth Mayor and Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Duluth.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff, and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Mayor and Council's commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Duluth Mayor and Council expects members of the public to be civil in its discussion of matters under consideration by and before with elected officials, staff, and each other.

ADOPTED this ___ day of _____, 20__.

Mayor Nancy Harris

Charles J. Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Greg Whitlock, Post 5

ATTEST:

Asst. City Manager / City Clerk Teresa S. Lynn