



Greg Whitlock, Mayor
Jamin Harkness, Post 1
Marline Thomas, Post 2

Lamar Doss, Post 3
Manfred Graeder, Post 4
Shenée Holloway, Post 5

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

NOVEMBER 11, 2024	CITY HALL COUNCIL CHAMBERS	6:00 pm
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*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 Whitlock or Mayor Pro tem Thomas

INVOCATION OR MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MEETING AGENDA

II. APPROVAL OF MINUTES

III. ANNOUNCEMENTS

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

November 23: Winter Games (18+): 1-4pm. Downtown Duluth (Registration Required) Gear up for some frosty fun and friendly competition at our Winter Games in Downtown Duluth on November 23rd!

Registration: <https://www.eventeny.com/events/ticket/?id=15387>

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.*

November 24, 25 and 26: Roller Skating: Activity Lawn

Get ready to glide on ice-cold wheels! Our frosty roller-skating rink will be set up on the Activity Lawn. It's free to use and open to all ages. Waivers must be signed on-site before skating into the rink.

November 30: Small Business Saturday: All Day: Downtown Duluth

A day dedicated to supporting our local shops and celebrating the heartbeat of our community! Bring friends and family to explore, connect, and make a positive impact on the local economy by shopping small!

December 1: Creativity Workshop (18+): 3-5pm: Duluth Festival Center

Details to come

December 21: The Grinch Trivia and Movie Night: 5-9pm: Parsons Alley

Join us in Parsons Alley for a Who-tastic evening of The Grinch Trivia and Movie Night! Trivia starts at 5 PM with a chance to win Grinchy prizes. From 5-7 PM, you can meet the Holiday Cheermeister himself, the Grinch! Then, grab a seat as we watch the classic tale on the big screen at 7 PM, where you'll see the Grinch's heart grow three sizes. Don't miss this festive night full of fun!

December 21: Snow Globe Photo Booth: 5-9pm: Town Green

Join us from 5-7 PM for a magical evening featuring a photo booth inside a giant snow globe.

December 23: Night at Red Clay Movie: 2-4pm: Red Clay Theater

December 27: Mini Golf: 12-6pm: Activity Lawn

Bring your A-game to the Activity Lawn for free mini golf fun from 12-6 PM! Whether you're a seasoned pro or just looking for a fun afternoon, this mini golf course is perfect for all ages.

December 29: Axe Throwing and Ice Carving: Parsons Alley: 3-6pm

Head over to Parsons Alley to witness the artistry of Live Ice Carving, starting at 3 PM. Watch as skilled artisans transform blocks of ice into a stunning creation right before your eyes. Also join us for an exciting afternoon of Free Axe Throwing and live music from 3-6 PM!

December 31: Noon Year's Eve: 11am-1pm: Parsons Alley

Join your favorite host, Jessica from It's All Good, as we ring in the New Year at noon! Experience an afternoon filled with live entertainment, fun crafts, and plenty of photo opportunities.

January 2: Dueling Pianos: 7-9pm: Red Clay Theater

Get ready for a night of musical excitement at the Red Clay Music Foundry with The Andrew's Brothers Dueling Pianos from 7-9 PM! Enjoy an electrifying performance as two talented pianists go head-to-head, playing your favorite songs and taking requests. This event is free and open to everyone but be sure to arrive early—doors open at 6 PM, and seating is first come, first serve.

January 3: Frosty Finale: 12-6: Town Green

Celebrate the final days of Winter Break at our Frosty Finale! Join us from 12-6 PM for a fun-filled day featuring inflatable slides and an exciting obstacle course that will keep the kids entertained. Enjoy free face painting, fun crafts, and a variety of other children's activities. It's the perfect way to wrap up the holiday season and make lasting memories before school starts again. Don't miss out on this frosty celebration!

January 3: Creativity Workshop (18+): 6-8pm: Duluth Festival Center
Details to be announced

January 4: Frosty Finale: 12-6: Town Green

Celebrate the final days of Winter Break at our Frosty Finale! Join us from 12-6 PM for a fun-filled day featuring inflatable slides and an exciting obstacle course that will keep the kids entertained. Enjoy free face painting, fun crafts, and a variety of other children's activities.

*Download the #PlayMagic App to play free augmented reality games on Parsons Alley and Town Green between November 23-January 5

IV. MATTERS FROM CITIZENS

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

V. CONSENT AGENDA

1. ORDINANCE TO AMEND LIST OF ROADS/SPEED ZONES *attachment*

Every three years, the city's radar permit needs to be renewed with state DOT. This permit allows us to run speed detection devices on the applicable streets in our city. There were several changes made to the street listing due to the annexation of Boles Farm, plus other streets which needed to be removed due to not meeting the state requirements for running speed detection. Approval of this item approves ordinance O2024-51 revising the Georgia Department of Transportation/City of Duluth List of Roads (Speed Zone Ordinance #2410-04-22) outlining revised streets, school zones, and speed limits.

2. ORDINANCE TO AMEND BUDGET - \$50,000 – FALL FEST DONATION *attachment*

Due to the heavy rain just prior to the annual Fall Festival, the Town Green landscaping will need significant repairs in the early spring to establish new grass prior to the spring and summer events season. Recently the City received \$50,000 from the Fall Festival Committee, which staff recommends adding to the budget to fund the repairs.

Therefore, approval of this item authorizes ordinance BA-FY25-15 to amend the FY25 budget to add \$50,000 to General Government - General Operations/Services - Repairs & Maintenance - Landscaping line item.

3. ORDINANCE TO AMEND BUDGET - \$63,086 – BUNTEN PARK *attachment*

Based on council direction at the August work session, staff entered into an agreement with Columbia Engineering for \$63,085.81 to expand the scope of the current contract for the Bunten Road Park Improvement Project to include the enhancement and redesign of various storm water inlets and ponds within the park. Funding for the contract will come from 2017 SPLOST Recreation Facilities funds. Staff is requesting \$63,086 in 2017 SPLOST Recreation Facilities funds be added to PK-35 Bunten Road Park - Park Areas - Professional Services line item, including associated transfers. Approval of this item authorizes ordinance BA-FY25-16 to amend the FY25 budget as presented.

VI. PUBLIC HEARINGS

1. ADOPTION OF OFFICIAL ZONING MAP

Mayor and Council to consider an ordinance to approve the adoption of the official zoning map for calendar year 2024. This zoning map includes all revisions previously approved during the 2024 calendar year to date. The Planning Commission recommended approval on November 4, 2024. Staff also recommends approval.

2. ORDINANCE – TEXT AMENDMENT – BARS & TAVERNS

Mayor and Council to consider an ordinance for text amendments to the Unified Development Code that will correct conflicting language as it pertains to bars and taverns on C-2 zoned properties for case number TA2024-016.

The Planning Commission recommended approval on November 4, 2024. Staff also recommends approval.

VII. NEW BUSINESS

1. APPROVAL OF IGA - DOWNTOWN TRASH ENCLOSURES

The Mayor and Council to consider approval of an intergovernmental agreement (IGA) with the Downtown Development Authority that would provide the City with funding to construct four additional trash enclosures. The enclosures would be on property owned by Norfolk Southern and under lease to the city (Red Clay parking lot). The IGA will allow the DDA to dictate refuse behavior for those businesses utilizing the enclosures.

2. AWARD OF BID – DUMPSTER ENCLOSURES

Mayor and Council to consider awarding a construction contract for four new dumpster enclosures in the Red Clay parking lot.

New enclosures will be adjacent and connected to the existing dumpster enclosures, and will match material, size, dimension, form, color, and function. Funds for the project are being provided by the DDA through an inter-governmental agreement.

Three bids were solicited for this contract as follows:

IP Construction, LLC -	\$54,000
Zaveri Enterprises, Inc -	\$93,500
Tri-Scapes -	\$151,193.60

Staff is recommending the award of a contract to IP Construction in the amount of \$54,000.

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

IX. MATTERS FROM MAYOR & COUNCIL

X. MATTERS FROM CITY MANAGER

XI. EXECUTIVE SESSION (if necessary)

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).

XII. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is a work session for November 25, 2024, at 5:30 p.m.



**DRAFT MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
OCTOBER 14, 2024**

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

ABSENT: Councilmember Holloway

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 Whitlock called the meeting to order at 5:35 pm in order to enter into an Executive Session.

I. EXECUTIVE SESSION

It was necessary to hold an executive session for the purpose to discuss pending/potential litigation matters, personnel and real estate which is properly excluded from the Georgia Open and Public Meetings Law (O.C.G.A. 50-14).

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

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

After the discussion, a motion was made by Councilmember Thomas, seconded by Councilmember Graeder, to return to regular session at 5:58 p.m.

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

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MEETING AGENDA

A motion was made by Councilmember Doss, seconded by Councilmember Graeder, to approve the October 14, 2024 Council Agenda as presented.

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

II. APPROVAL OF MINUTES

A motion was made by Councilmember Harkness, seconded by Councilmember Thomas, to approve the September 9 and 23, 2024 meeting minutes as presented.

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

III. ANNOUNCEMENTS

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

Duluth Live every Thursday, Friday, Saturday (6-9pm) and Sunday (2-5pm) through October. Enjoy live music and various street performers in Parsons Alley and on the Activity Lawn.

Duluth Farmers & Artisan Market every 2nd and 4th Sunday, April through October. 2-5pm, Town Green. Shop local vendors, with live music, themed photo-ops and free kid's activities in Parsons Alley.

Haunted Tours October 19 & 26. 5:00-9:30pm in downtown Duluth.
Get ready for a spine-tingling adventure on October 19th and 26th!

Howl on the Green October 25. 6-10pm in downtown Duluth. Step into the magical world of a Mystical Masquerade! Join us for a free Halloween celebration packed with enchanting fun on Duluth Town Green! Experience the charm of our mystical theme where fairies, woodland creatures, and mythical beings roam freely. Bring your family, friends, and pets for an unforgettable night of enchantment. "Trunk-or-Treat" is happening from 6-7pm in the City Hall parking lot.

IV. MATTERS FROM CITIZENS

No matters brought forth.

V. CONSENT AGENDA

1. ORDINANCES TO AMEND DULUTH CODE-BOARDS/COMMISSIONS

{A,B,C,D,E}

As discussed at the July 22 work session, Mayor and Council authorized staff to work with the City Attorney in preparing amendments to standardize the content and language in each of the board/commission ordinances relating to appointment of officers, meetings, quorum, compensation, ethics, term limits, service/removal clause, attendance, open meetings, oaths, and background checks. The proposed amendments do not include the Planning Commission, URA, TADAC, ZBA and Ethics. The Planning Commission and ZBA are governed under the Unified Development Code (UDC), the URA and DDA are governed by State Law, the TADAC is founded on an intergovernmental agreement with Gwinnett County, and currently no changes are being proposed to the Ethics ordinance. Approval of this item approves ordinances O2024-38, 47, 48, 49 and 50 to amend the Alcohol Board, Public Art Commission, Employee Benefits/Audit Review Committee, Parks & Recreation Board, and Veterans Marker Committee as presented.

2. AUTHORIZATION FOR CONTRACT – RED CLAY THEATRE

{F}

Approval of this item authorizes the City Manager to execute a contract with Solid Rock Church Furniture and Design for the replacement of carpet and installation of seats at the Red Clay Theatre.

3. APPROVAL OF IGA – DDA – GARDEN CLUB/LANDSCAPING

{G}

The Garden Club of Duluth has proposed improving and maintaining certain planting beds and planting containers in and around downtown and the Town Green. The mechanism for implementation is a proposed intergovernmental agreement (IGA) between the Duluth Downtown Development Authority (DDA) and the City. DDA will provide funding and guidance. The IGA allows the Garden Club to perform projects on city-owned property. Approval of this item approves the IGA as presented. Final approval of all projects will fall under the City Manager.

4. ORDINANCE TO AMEND BUDGET -\$9,400 – VEHICLES

{H}

The Police Department sold a police vehicle, drone, and seven (7) bicycles at auction. After commission and fees, the city received \$9,400. Staff is requesting the \$9,400 be added to Police Vehicles - Consolidated Vehicle Maintenance - Vehicles line item, including associated transfers. Approval of this item authorizes ordinance BA-FY25-10 to amend the FY25 budget as presented.

5. ORDINANCE TO AMEND BUDGET -\$29,000 – FOX ST EASEMENT

{I}

For connectivity reasons, staff acquired a permanent sidewalk easement from a Fox Street property owner, Mr. Chavez, to install a sidewalk. The cost of the easement was \$29,000 and was paid out of existing budgeted project funds.

These funds need to be replaced to cover a shortfall on existing projects. Therefore, staff is requesting \$29,000 in unallocated 2023 SPLOST Transportation funds be added to Transportation/Infrastructure Improvements - Paved Streets - Repairs & Maintenance of Streets/Sidewalks line item, including associated transfers. Approval of this item authorizes BA-FY25-12 to amend the FY25 budget.

6. ORDINANCE TO AMEND BUDGET -\$9,982 – TEMPORARY EASEMENT {J}

To complete the necessary easements for the construction of the sanitary sewer line in the Hill community, the city acquired an additional temporary easement from Mount Carmel Baptist Church for \$15,000. Additional project funding is needed to complete the acquisition. Project funding of \$5,018.56 was available to offset some of the cost; staff is requesting a budget amendment of \$9,982 to make up the balance. Staff is requesting \$9,982 in 2021 American Rescue Plan Act funds be added to American Rescue Plan Act 2021 - New Sewer Services - Land line item. Approval of this item authorizes ordinance BA-FY25-11 to amend the FY25 budget.

7. APPOINTMENT OF PLANNING COMMISSION CHAIR – ALANA MOSS

Current Planning Commission Chair Ray Williams will be stepping down and leaving the Planning Commission as of October 31, 2024. Vice Chair Alana Moss has agreed to assume the chairperson role starting November 1. As the Unified Development Code currently requires that the mayor approve each Planning Commission Chair, approval of this item authorizes the appointment as presented.

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

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

VI. PUBLIC HEARINGS

1. ORDINANCE OF SUP– CASE SU2024-004- YOGA/PILATES STUDIO {K}

Mayor Whitlock opened the public hearing to consider an ordinance for a special use permit for case number SU2024-004.

Community Development/Engineering Director Margie Pozin explained, the Owner Realco GA 001, LLC and applicant Brian Howell have requested a special use permit (SUP) to allow for Yoga and Pilates uses in space in excess of 3,500 square feet in the central business district. Per the Unified Development Code, each of those uses would be allowed by right if occupying less than 3,500 square feet.

Ms. Pozin displayed the map and outlined the existing conditions. She outlined the zoning of nearby properties in the Central Business District as well as the Character Area which envisions the use as commercial, retail, or office. On October 7th, the Planning

Commission recommended approval with conditions that require the applicant to obtain an occupational tax certificate within 3 months, require signage per section 604 of the UDC, requires a lighting plan review and compliance with all city codes as referenced. Staff also recommend approval with conditions.

Mayor Whitlock called for discussion from the Council. There being no comments, the mayor called forward the applicant.

Mr. Brian Howell of Bridger Properties, 1382 Sterling Circle, Atlanta, GA came forward representing the owner Realco. He said that the total area is 4,727 square feet and is naturally bifurcated into two suites. Each individual use will fall under the 3,500 threshold.

Mayor Whitlock called for questions/comments from the public.

There being no further comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Thomas, seconded by Councilmember Harkness to approve ordinance O2024-39 for case number SU2024-004 to allow a special use permit for yoga and Pilates uses in a space greater than 3500 square feet as presented.

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

2. ORDINANCE - TEXT AMENDMENT – CASE TA2024-010 -SIGNS {L}

Mayor Whitlock opened the public hearing for case number TA2024-010 to consider an ordinance for text amendments to the Unified Development Code that clarify language as it pertains to signs.

Community Development/Engineering Director Margie Pozin came forward to present. She explained that most of the changes reference size, height and location, the removal of table 6-C, and removal of definitions for commercial and noncommercial speech.

The Planning Commission recommended approval on October 7, 2024. Staff also recommend approval.

The mayor called for discussion from Council. There were no comments, the Mayor called for questions/comments from the public. Hearing none, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Doss, seconded by Councilmember Graeder to approve, ordinance O2024-41 for case number TA2024-010 to amend text regarding signs as presented.

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

3. ORDINANCE - TEXT AMENDMENT – CASE TA2024-011 – PARKING {M}

Mayor Whitlock opened the public hearing to consider an ordinance for text amendments to the Unified Development Code that will clarify language as it pertains to parking for case number TA2024-011.

Community Development/Engineering Director Margie Pozin presented. The text amendment would prohibit parking on grass or any other impervious area. The Planning Commission recommended approval on October 7, 2024. Staff also recommended approval.

Mayor Whitlock called for discussion from the Council. Being none, the mayor called for questions/comments from the public.

There being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Thomas, seconded by Councilmember Graeder to approve, Ordinance O2024-42 for case number TA2024-011 to amend the Unified Development Code as presented.

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

4. ORDINANCE – TEXT AMENDMENT - CASE TA2024-012- RR LAND USE {N}

Mayor Whitlock opened the public hearing to consider an ordinance for text amendments to the Unified Development Code that will clarify language as it pertains to land use for railroads for case number TA2024-012.

Community Development/Engineering Director Margie Pozin presented. She explained the request to amend Table 2-C: Principal Uses Allowed by Zoning District in the Unified Development Code (UDC).

With the request to rezone all railroad property and railroad right-of-way to M-1 (Light Industrial District), staff is recommending that Rail Yards, Rail and Train Service and repair be allowed by right in M-1 (Light Industrial District).

Planning Commission recommended approval on October 7, 2024. Staff also recommended approval.

The mayor called for discussion from Council. Being none, the mayor called for questions/comments from the public.

There being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Harkness, seconded by Councilmember Doss to approve, ordinance O2024-043 for case number TA2024-012 to amend the Unified Development Code as presented.

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

5. ORDINANCE – TEXT AMENDMENT CASE TA2024-013 ZONING {O}

Mayor Whitlock opened the public hearing to consider an ordinance for text amendments to the Unified Development Code to clarify language as it pertains to zoning interpretations for case number TA2024-013.

Community Development/Engineering Director Margie Pozin presented. Staff proposed to correct ambiguity within Section 202.03 Interpretation of Zoning District Boundaries within the UDC (Unified Development Code). The affected sections address boundaries that follow lot lines and those that do not. It clarifies that if property lines are adjusted, the zoning boundary shall move with the lot line or parcel boundary and what process is followed if the zoning boundary relies on a natural feature or roadway.

Planning Commission recommended approval on October 7, 2024. Staff also recommended approval.

The mayor called for discussion from Council. Hearing none, the mayor called for questions/comments from the public.

Being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Graeder, seconded by Councilmember Thomas to approve, ordinance O2024-044 for case number TA2024-013 to amend the Unified Development Code as presented.

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

6. ORDINANCE – TEXT AMEND CASE TA2024-014 HOME OCCUPATIONS {P}

Mayor Whitlock opened the public hearing to consider an ordinance for text amendments to the Unified Development Code that will clarify language as it pertains to home occupation for residential accessory uses for case number TA2024-014.

Community Development/Engineering Director Margie Pozin presented. She explained that the revisions are proposed for Table 2-D: Accessory and Temporary Uses Allowed by Zoning District of the Unified Development Code (UDC).

Staff recommended expanding the definition of home occupation to include small-scale manufacturing, which is defined as the making of products on residentially scaled machinery (i.e. 3-D printer, household power and hand tools, oven, range, sewing machine, etc.). Small-scale manufacturing as a home occupation would include, but not be limited to: candle making, metal working, wood working, soap-making, food and beverage production, perfume making, textile production, apparel and footwear manufacturing, furniture manufacturing, toy manufacturing, essential oil extraction.

Planning Commission recommended approval on October 7, 2024. Staff also recommended approval.

Mayor Whitlock called for discussion from the Council. Being none, the mayor called for questions/comments from the public.

There being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Doss, seconded by Councilmember Graeder to approve, ordinance O2024-045 for case number TA2024-014 to amend the Unified Development Code as presented.

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

7. ORDINANCE – TEXT AMENDMENT CASE TA2024-015 – EASEMENTS {Q}

Mayor Whitlock opened the public hearing to consider an ordinance for text amendments to the Unified Development Code that will clarify language as it pertains to plantings in a drainage easement for case number TA2024-015.

Community Development/Engineering Director Margie Pozin presented the recommended text amendment for *Article 9. Project Design and Construction Standards Section 915.04 Easements*. She explained that this past summer, the Stormwater Department employed two interns to survey drainage easements throughout the city and found an over-abundance of trees within the easements. These drainage easements convey stormwater runoff through underground pipes or over shallow swales and eventually make it to larger streams or rivers. In order for these drainage easements to properly function, they must be clear of large objects or debris. Furthermore, trees planted above pipes conveying water will eventually destroy the pipe as their roots grow and seek water.

Therefore, Staff recommended that trees not be planted within a drainage easement and that only turf grass, ornamental grasses and/or shrubs and/or shrubbery not to exceed 2 feet at maturity be allowed to be planted within the drainage easement.

Planning Commission recommended approval on October 7, 2024. Staff also recommended approval.

The mayor called for discussion from Council. Hearing none, the mayor called for questions/comments from the public.

There being no comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss, to approve ordinance O2024-046 for Case number TA2024-015 to amend the Unified Development Code as presented.

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

8. ORDINANCE OF REZONING – CASE Z2024-003 – RR PROPERTY {R}

Mayor Whitlock opened the public hearing to consider an ordinance to rezone all railroad right-of-way and property within the city limits owned by Norfolk Southern under case Z2024-003, as proposed by staff.

Community Development/Engineering Director Margie Pozin explained that current zoning varies throughout the city and is proposed to become consistent under the M-1 Light Industrial District classification. She showed the area maps referencing the subject property, which totals +/- 6 linear miles and bisects the city limit at North Berkeley Lake Road on the southwest and Suwanee Creek on the northwest end.

Planning Commission recommended approval on October 7, 2024. Staff also recommends approval. Ordinance and staff report are attached for consideration.

Mayor Whitlock called for discussion from Council.

Councilmember Graeder questioned the process for adopting a new zoning map.

Ms. Pozin responded that a new map will be presented for consideration on the November agenda.

Mayor Whitlock called for questions/comments from the public. There being no further comments or questions, Mayor Whitlock closed the public hearing and called for a motion.

A motion was made by Councilmember Harkness, seconded by Councilmember Graeder to approve ordinance O2024-040 for case number Z2024-003 as presented.

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

VII. NEW BUSINESS

1. AWARD OF BID/AMEND FY25 BUDGET – PUBLIC SAFETY HVAC {S, T}

The Mayor and Council considered awarding a contract for the Public Safety HVAC and AHU Replacement.

City Manager James Riker explained that the HVAC Systems at the Public Safety Building are original to the building and circa 2005. Accordingly, staff published a Request for Proposal (RFP) for replacement of the systems. Staff received two responses, and following an evaluation by an outside consultant it was determined there was only one responsive proposer. Accordingly, staff is recommending that the contract be awarded to John F. Pennebaker Co in the amount of \$ 996,655. Given the complexity of the system staff also recommended that a budget amendment in the amount of \$996,655 with 20% contingency for a total amount of \$ 1,195,986 be approved.

Additionally, staff is requesting approval of a budget amendment BA-FY25-13 to add \$1,195,986 in unallocated 2023 SPLOST Public Safety funds to Police Capital Projects - Police - Buildings line item, including associated transfers.

A motion was made by Councilmember Thomas, seconded by Councilmember Graeder to approve awarding the Public Safety HVAC and AHU Replacement project to John F. Pennebaker Co. in an amount not to exceed \$1,195,986 as presented and authorize the City Manager to execute the contract as approved by the City Attorney.

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

A motion was made by Councilmember Harkness, seconded by Councilmember Graeder to approve ordinance BA-FY25-13 as presented.

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

2. AUTHORIZATION FOR IGA – DOVER DRIVE SPEED HUMPS {U}

Community Development/Engineering Director Margie Pozin explained that, as discussed at the August 26 work session, Gwinnett County has been asked by several citizens to install speed humps on Dover Drive. Dover Drive is along the edge of the Duluth city limit, and the speed humps would affect city residents in the Bromley Rowe neighborhood. Once an intergovernmental agreement (IGA) is signed, the County will circulate a petition among the financially affected properties. Four Duluth incorporated properties would be required to pay \$12/year to Gwinnett County for the speed hump installation and maintenance if the County's petition for speed humps gets enough support. Those four will have an opportunity to review and sign the petition as well.

Approval of the IGA allows Gwinnett County to move forward with their process which may or may not result in speed humps on Dover Drive. Denial of the IGA prohibits the County from determining level of interest in speed humps and keeps them from being able to install them in this location. Staff is requesting Council approve the IGA to allow the County to move forward with their process to assist the citizens of that area with traffic calming, if the citizens so desire.

Mayor Whitlock noted that this action simply allows the County to pursue the option and the residents in the area make the determination.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss to approve the request to enter into an intergovernmental agreement with Gwinnett County as recommended.

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

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. ORDINANCE TO AMEND BUDGET - STORMWATER ASST {V}

At the September 23 work session, Council agreed to move forward with the hiring of a stormwater assistant to allow for more staffing capacity in the stormwater department. This position will be fully funded by stormwater utility revenues.

Staff is requesting approval of a budget amendment BA-FY25-14 to add \$89,929 in salary, taxes and benefits to the following line item in the Stormwater Utility - Stormwater Collection & Disposal budget: \$49,816 Salary & Wages line item, \$479 Overtime line item, \$3,850 FICA Tax line item, \$30,754 Group Insurance line item, and \$5,030 Retirement Contribution/Pension line item.

Councilmember Thomas noted the importance of stormwater efforts, especially in light of all the recent bad weather and flooding situations.

Councilmember Graeder said the funding has been approved and the manpower is needed.

A motion was made by Councilmember Doss, seconded by Councilmember to Thomas to ordinance BA-FY25-14 as presented.

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

2. PINE NEEDLE BRIDGE REPLACEMENT UPDATE

Community Development/Engineering Director Margie Pozin reported that the Pine Needle Bridge replacement over Rogers Creek was approved by the GA Dept. of Transportation as part of their Hwy 120 culvert replacement project.

IX. MATTERS FROM MAYOR & COUNCIL

- Ribbon cutting for Spice House
- Appreciation to Chris McGahee, co-chair for Duluth Fall Festival
- Duluth on Tap event, Farmer's Market
- GMA District 3 meeting, legislation, PTSD first responder coverage, etc.
- Early voting starting October 15th

X. ADJOURNMENT

A motion was made by Councilmember Thomas, seconded by Councilmember Harkness, to adjourn at 6:55 pm.

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

The next scheduled meeting of the Mayor and Council is a work session for October 28, 2024 at 5:30 p.m.



**WORK SESSION NOTES
MAYOR AND COUNCIL
CITY OF DULUTH, GA
OCTOBER 28, 2024**

PRESENT: Mayor Whitlock, Council members Harkness, Thomas, Doss, Graeder, and Holloway, City Manager, Asst. City Managers, Department Directors, City Attorney

Mayor Whitlock called the meeting to order at 5:30pm

I. PUBLIC COMMENTS

No public comments were made.

II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES

1. TAYLOR PARK RESTROOM EXPANSION

{A}

City Manager James Riker presented three potential design changes associated with a restroom expansion at Taylor Park. Option 1 includes men, women's and family restrooms. Option 2 does not include the family restroom and has more storage; Option 3 has limited storage area.

Following discussion, the council agreed to move forward with preparing design, costs and funding source for Option 2 and to bring back to the council for further discussion and budgeting.

2. STORMWATER PROGRAM – OFFICIAL STATEMENTS OF PURPOSE {B}

Stormwater Coordinator Alyssa Gilhooly came forward to present.

To better position the city for grant applications as the stormwater program grows, staff has prepared a program description, a mission statement, and a vision statement. In addition, staff plans to develop a short-term work program from the overall list of projects, by year, that is fiscally constrained. It will be reviewed and adjusted each year to reflect new projects, completed projects, and unforeseen/emergency projects, and will be published for accountability. Staff plans to implement these statements starting on November 1, 2024.

To apply for stormwater grants, the city must have a vision and mission statement for the department. The goals and objectives include Infrastructure Management, Environmental Sustainability, Pollution Prevention, Regulation Compliance, Public Education and outreach, and Continuing Education.

The Mission Statement is “to serve the City of Duluth and protect water resources by safely managing rainwater through efficient storm drainage systems.” The Vision Statement is “we aspire to strengthen our community through sustainable and innovative stormwater management that is resilient to environmental challenges.”

Ms. Gilhooly outlined the next steps, beginning with work on the Short-term Work Program.

Council complimented staff on the formal documentation for the program.

3. HOUSE BILL 581 UPDATE

{C}

Assistant City Manager/Finance Ken Sakmar came forward to provide an update on House Bill 581 which was signed into law April 18, 2024, and is contingent upon passing of a statewide voter referendum in November. The major components include a potential statewide Floating Homestead Exemption and new Local Option Sales Tax.

The 2024 valuations would be considered “base” amounts. If the exemption is approved, those with homestead currently would automatically receive this. It would not affect any exemptions that are currently in effect. However, cities, counties and school boards would have the option to “opt out” of the new formula but would have to do so rather quickly, prior to March 1, 2025.

Mr. Sakmar outlined the sales tax revisions and explained that HB 581 revises the provisions of O.C.G.A. 48-8-6 which limits the percentage of local sales tax a jurisdiction may levy, and also creates new local option sales tax contingent upon jurisdictions having a base year value homestead exemption. He described some of the impacts of each.

City Manager James Riker noted that the first decision point is whether the council wishes to opt out. Public hearings would be required with a short timeline. If voter support is broad, it becomes a political perception to not curb control of assessments, which are not in check at the moment. Long term spending should be monitored closely, but inaction does not freeze the city’s current millage rate if it becomes an issue in the future.

Staff was directed to work through a process and timeline whereby the city could opt out if so desired, present an alternative tax savings plan for homestead citizens, and present back to council.

4. RED CLAY THEATRE UPDATE

City Manager James Riker presented an update on potential design changes to the interior and exterior of the Red Clay Theatre. Budget to be determined based on final designs.

Council directed staff to move forward with obtaining costs for redesign, flexibility for possible removal of trees (replace with large piece of art), etc.

5. BUFORD HWY - PEDESTRIAN FACILITY BEAUTIFICATION {E}

Community Development/Engineering Development Director Margie Pozin presented. At their 2024 strategic retreat, council requested upgrades to pedestrian facilities on Buford Highway on pavement markings for refreshed/decorative crosswalks. She also noted that the Brock Road intersection should be updated as well, since all three intersections are “gateways” to downtown.

Ms. Pozin obtained and presented costs for the work, required agreements and agencies to coordinate with. The weather has to be above 45 degrees, and the vendor agreed to hold pricing as is until the spring. She also requested that the span wire at Brock Road be replaced with a mast arm signal. There is no funding set aside at this point.

Staff was directed to move forward including the Brock Road intersection in the plan, at the same time as Buford Highway if SPLOST transportation funding is available, and waiting to consider the mast arm signal until the nearby property is developed.

6. TAX ALLOCATION DISTRICT (TAD)- URA UPDATE {F}

City Manager James Riker gave an update on recent activities, potential projects and a financial update relating to the Urban Redevelopment Agency (URA) Tax Allocation District. Of the \$27,250,000 there is approximately \$3,000,000 remaining.

Mr. Riker outlined the areas of redevelopment and potential uses for each site.

7. STAFFING REQUEST – POLICE DEPARTMENT PSA

Chief Carruth explained that a command staff position has recently become vacant due to retirement. The Public Safety Ambassador (PSA) program which has been in effect since January 2024 has proven to be a very successful program. She did not intend to backfill the command staff position, and therefore would like to re-classify a command staff position to a third Ambassador position. This would be a reduction in salary; however, another dedicated vehicle would be required.

The council supported the request.

III. MATTERS FROM MAYOR & COUNCIL

- Status of Living Honorarium
- State of the City
- Library gala
- Charleston Bay email in appreciation for trash service
- Rainbow Village event – fundraiser for new building
- Howl on the Green attendance statistics
- Asian-American community attend White House discussion in Johns Creek
- Bridlewood Board meeting and Norman Downs HOA
- Timeline for city manager evaluation
- Hall Circle open house November 19th 4-6:30pm

IV. ADJOURNMENT

Meeting adjourned at 8:20pm.

The next scheduled meeting of the Mayor and Council is November 11, 2024 at 6:00 p.m.

**ORDINANCE
CITY OF DULUTH**

WHEREAS, there have been changes to the City's road network which require updating of the List of Roadways (LOR) since the Council's last approval of LOR #2410-04-2022 in June of 2022.

WHEREAS, the City of Duluth has removed certain roads from the City's road network, necessitating a change to the City's List of Roads, and

WHEREAS, the City of Duluth has accepted new public roads into the City's road network, necessitating a change to the City's List of Roads, and

WHEREAS, the City of Duluth Police Department has submitted the below listed changes to be approved by the Council to the City's List of Roads

NOW THEREFORE, the City Council of the City of Duluth hereby ordains:

Part I

Approval of the removal of the following roads from the existing City of Duluth List of Roads #XXX-XX-XXXX, hereby attached, inclusive of the following updates for the reasons listed below:

- The removal of the off-system road Alpha Drive, which no longer exists
- The removal of the off-system road Barrow Way, a privately maintained roadway
- The removal of the off-system road Beaumont Circle, a privately maintained roadway
- The removal of the off-system road Bedford Drive, a privately Maintained roadway
- The removal of the off-system road Buckeye Court, which no longer exists
- The removal of the off-system road Cliff Road, which no longer exists
- The removal of the off-system road Depot Street, which no longer exists
- The removal of the off-system road Dutch Mill Lane, which no longer exists
- The removal of the off-system road East Lawrenceville St which has been integrated with the GA120 on-system road listing.
- The removal of the off-system road Factory Rd, which no longer exists
- The removal of the off-system road Gray Drive, which no longer exists
- The removal of the off-system road Greenwich Avenue, a privately maintained roadway
- The removal of the off-system road Greenwich Court, a privately maintained roadway
- The removal of the off-system road Hickory Path Way, a privately maintained roadway

- The removal of the off-system road Knott Street between Hill St and Dead End, which no longer exists.
- The removal of the off-system road Murphy Circle, which no longer exists
- The removal of the off-system road North Star Boulevard, which no longer exists
- The removal of the off-system road Olde Towne Parkway, a privately maintained roadway
- The removal of the off-system road Peachtree Road which no longer exists as a roadway, only an overgrown City of Duluth right-of-way.
- The removal of the off-system Ridge Grove Trail, a privately maintained roadway
- The removal of the off-system Ridge Grove Way, a privately maintained roadway
- The removal of the off-system road Spring Street which no longer exists

Part II

Approval of the removal of the following roads from the existing City of Duluth List of Roads #2410-04-2022. All the below listed roads are less than 500' in length, and therefore do not meet the requirements of O.C.G.A 40-14-7, which requires that Law Enforcement Officers operating a speed detection device be visible for at least 500'.

- Apartment Drive
- Ardmore Court
- Ashbury Hill Court
- Ballycastle Court
- Banegher Place
- Banegher Way
- Barrow Way
- Beaumont Circle
- Bedford Drive
- Ben Place
- Benthollow Way
- Berkeley Park Court
- Berkeley Park Drive
- Berwick Field Court

- Blackshear Court
- Boxwood Way
- Brookhurst Court
- Caesar Court
- Cambridge Ave
- Canberra Court
- Carriage House Lane
- Carriage Rowe
- Castle Falls Lane
- Chattahoochee Court
- Chelsea Court
- Church Lane
- Clare Court
- Coachmen Lane
- Courtenay Court
- Grape Myrtle
- Creek Village Court
- Crestmoor Court
- Dailey Drive
- Darwin Place
- Delma Court
- Devauden Court
- Drawbridge Ct
- Elder Lane
- Folkstone Drive
- Galway Court
- Gate House Lane

- Gladwyn Court
- Glenaire Court
- Glentree Court
- Gray Birch Lane
- Gray Place
- Grey Street
- Grizzly Lane
- Grovecrest Way
- Hackberry Circle
- Hansom Cab Way
- Hardy St
- Harris Mill Court
- Harris Mill Way
- Haverford Court
- Hawks Nest Court
- Heath ridge
- Henry Court
- Hiawassee Drive
- High Street
- Highbrooke Court
- Huxley Court
- Islington Way
- Ivey Station Drive
- Ivy Station Way
- Jasmine Triangle
- Keeneland Court
- Kingsbrooke Court

- Knotsberry Lane
- Knox Drive
- Kyrle Way
- Lake Villas Court
- Lake Villas Lane
- Lamplighter Circle
- Lancing Court
- Lee Street
- Lodge Alley
- Longlake Way
- Loring Lane
- Mason Drive
- McClure Woods Court
- Mill Falls Court
- Moccasin Creek Court
- Moccasin Creek Drive
- Montheath Court
- Montrose Creek Drive
- Nesbitt Crossing Circle
- Norwood Court
- Nutmeg Drive
- Oakwood Way
- Palisade Lake Court
- Palisade Park Court
- Parkbrooke Court
- Peachtree Chase
- Pine Forest Way

- Quincy Lane
- Raven Way
- Regal Park Court
- Risen Star Court
- River Summit Court
- River Village Court
- Royal Oak Circle
- Ruby Falls Drive
- Sautee Valley Drive
- Savannah Place Drive
- Scepter Circle
- Sebring Crest
- Shortleaf Run
- Silver Maple Drive
- Silver Ridge Court
- Stedman Place
- Stone Village Court
- Stonecroft Place
- Stonecroft Way
- Sunrise Lane
- Sutton Place
- Swathmore Lane
- Thompson Street
- Timberbrooke Place
- Timberbrooke Way
- Tinsley Court
- Toccoa Falls Drive

- Tugaloo River Drive
- Tulip Tree Lane
- Vicki Court
- White Owl Court
- Willbridge Court
- Willbridge Drive
- Willbrooke Court
- Willgrove Court
- Windsor Valley Court
- Winston Way
- Wood Acres Court
- Woodridge Court
- Wynnewood Lane

Part III

Approval of the following addition to the on-system roads and designated speed limits:

- Update the On-System roadway SR 120 to reflect the recent annexation of land into the Duluth City Limits as being a continuous section of roadway. “SR 120 from the Fulton County Line to 175’ east of Mattison Street” as a distance of 1.79 miles, to be posted at 45mph.

Part IV

Authorization for the following revisions and additions to the off-system roads:

- Update the off-system roadway Davenport Road to reflect it’s new extension and Railroad Crossing, shall now reflect as “Davenport Road from the City Limits to Cambridge Avenue”, a distance of 0.84 miles, to be posted at 25mph.
- Update the termination point of the off-system roadway Pine Needle Drive, formerly shown as Duluth Hwy/SR120, to now read “Cul-De-Sac”.
- Update the termination point of the off-system roadway Pine Street, formerly shown as “Duluth City Limits” to now read “Abbotts Bridge Rd/SR120”, and the distance increased from 0.36 miles to 0.51 miles
- Update the termination point of the off-system road Hillside Drive, formerly shown as “Duluth City Limits” to now read “Pine St”, and the distance increased to .19 miles to be posted at 25mph

- The addition of the off-system road Baxley Pine Trace, from the City Limits to Baxley Ridge Drive, a distance of .22 miles, to be posted at 25mph
- The addition of the off-system road Baxley Ridge Drive, from Buford Highway to Baxley Pine Trace, a distance of .42 miles, to be posted at 25mph
- The addition of the off-system road Blue Ridge Industrial Pkwy, from N. Berkeley Lake Rd to Cul-de-sac, a distance of .36 miles, to be posted at 25mph
- The addition of the off-system road Boles Creek Drive, between the westerly cul-de-sac and the easterly cul-de-sac, a distance of .25 miles, to be posted at 25mph.
- The addition of the off-system road Boles Farm Lane, between GA Hwy 120 and Cul-De-Sac, a distance of .24 miles, to be posted at 25mph.
- The addition of the off-system road Corporate Way, from River Green Pkwy to Cul-de-sac, a distance of .18 miles, to be posted at 25mph
- The addition of the off-system roadway Craig Drive, from Pine Needle Drive to Irvingdale Rd, a distance of .46 miles, to be posted at 25mph.
- The addition of the off-system road Fosco Drive, from Deptford Drive to Stoneham Drive, a distance of .28miles, to be posted at 25mph
- The addition of the off-system road Howell Springs Drive, from Howell Meade Drive to McClure Bridge Rd, a distance of .5 miles to be posted at 25mph
- The addition of the off-system road May Rd, from Buford Hwy to Pleasant Hill Rd, a distance of .37 miles, to be posted at 25mph
- The addition of the off-system road Suzanne Lane from Craig Drive to Cul-de-sac, a distance of .31 miles, to be posted at 25mph

IT IS SO ORDAINED this 11th day of November 2024.

Mayor Greg Whitlock

Those council members voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those council members voting in opposition: _____

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2025 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2025 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 2025 fiscal year as follows:

Total Revenues:	<u>99,248,043</u>
Operations Expenditures:	<u>41,829,348</u>
Capital Improvement Expenditures:	<u>57,418,695</u>
Total Expenditures:	<u>99,248,043</u>

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

WHEREAS the City of Duluth due to heavy rain prior to the annual Fall Festival, the Town Green landscaping will need significant repairs in the early spring to establish new grass prior to the spring and summer event season; and

WHEREAS the City received \$50,000 from the Fall Festival Committee which staff is requesting be added to the budget to fund the repairs; and

WHEREAS it is requested \$50,000 be added to General Government – General Operations/Services – Repairs & Maintenance – Landscaping line item; and

NOW THEREFORE, the City of Duluth 2025 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>99,298,043</u>
Operations Expenditures:	<u>41,879,348</u>
Capital Improvement Expenditures:	<u>57,418,695</u>
Total Expenditures:	<u>99,298,043</u>

IT IS SO ORDAINED this _____ day of _____, 2024.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2025 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2025 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 2025 fiscal year as follows:

Total Revenues:	<u>99,298,043</u>
Operations Expenditures:	<u>41,879,348</u>
Capital Improvement Expenditures:	<u>57,418,695</u>
Total Expenditures:	<u>99,298,043</u>

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

WHEREAS the City of Duluth has entered into an agreement with Columbia Engineering for \$63,085.81 to expend the scope of the current contract for the Bunten Road Park Improvement Project; and

WHEREAS the new contract includes the enhancement and redesign of various storm water inlets and ponds within the park and will be funded with 2017 SPLOST Recreation Facilities funds; and

WHEREAS it is requested \$63,086 in 2017 SPLOST Recreation Facilities funds be added to Bunten Road Park – Park Areas – Professional Services line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2025 Fiscal Year Budget is amended as follows:

Total Revenues & Prior Yr Reserves	<u>99,361,129</u>
Operations Expenditures:	<u>41,879,348</u>
Capital Improvement Expenditures:	<u>57,481,781</u>
Total Expenditures:	<u>99,361,129</u>

IT IS SO ORDAINED this _____ day of _____, **2024**.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa S. Lynn, City Clerk

**ORDINANCE 02024-53
CITY OF DULUTH
TO READOPT THE CITY OF DULUTH OFFICIAL ZONING MAP**

WHEREAS, the Mayor and City Council of the City of Duluth, Georgia recognizes the importance of promoting the community’s health, safety and welfare by providing clear, correct and consistent zoning regulations and compliance with the goals, objectives and policies identified within the adopted Community Agenda; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, specifically authorizes the City Council to amend and readopt the official zoning map of the City of Duluth; and

WHEREAS, on November 4, 2024, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval to readopt the City of Duluth Official Zoning Map as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on November 11, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the text amendments as set forth in the minutes of said meeting.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the Official Zoning Map of the City of Duluth is hereby adopted as set forth in Exhibit “A” attached hereto.

BE IT FURTHER ORDAINED that all documents that conflict with anything contained herein are hereby repealed.

ATTACHMENTS:

Exhibit “A”: Official Zoning Map of the City of Duluth
Exhibit “B”: Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this 11th day of October, 2024.

Mayor Greg Whitlock

Those councilmembers voting in favor:

Charles Jamin Harkness, Post 1

Marline Thomas, Post 2

Kenneth Lamar Doss, Post 3

Manfred Graeder, Post 4

Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit “A”

II. Description of the Request

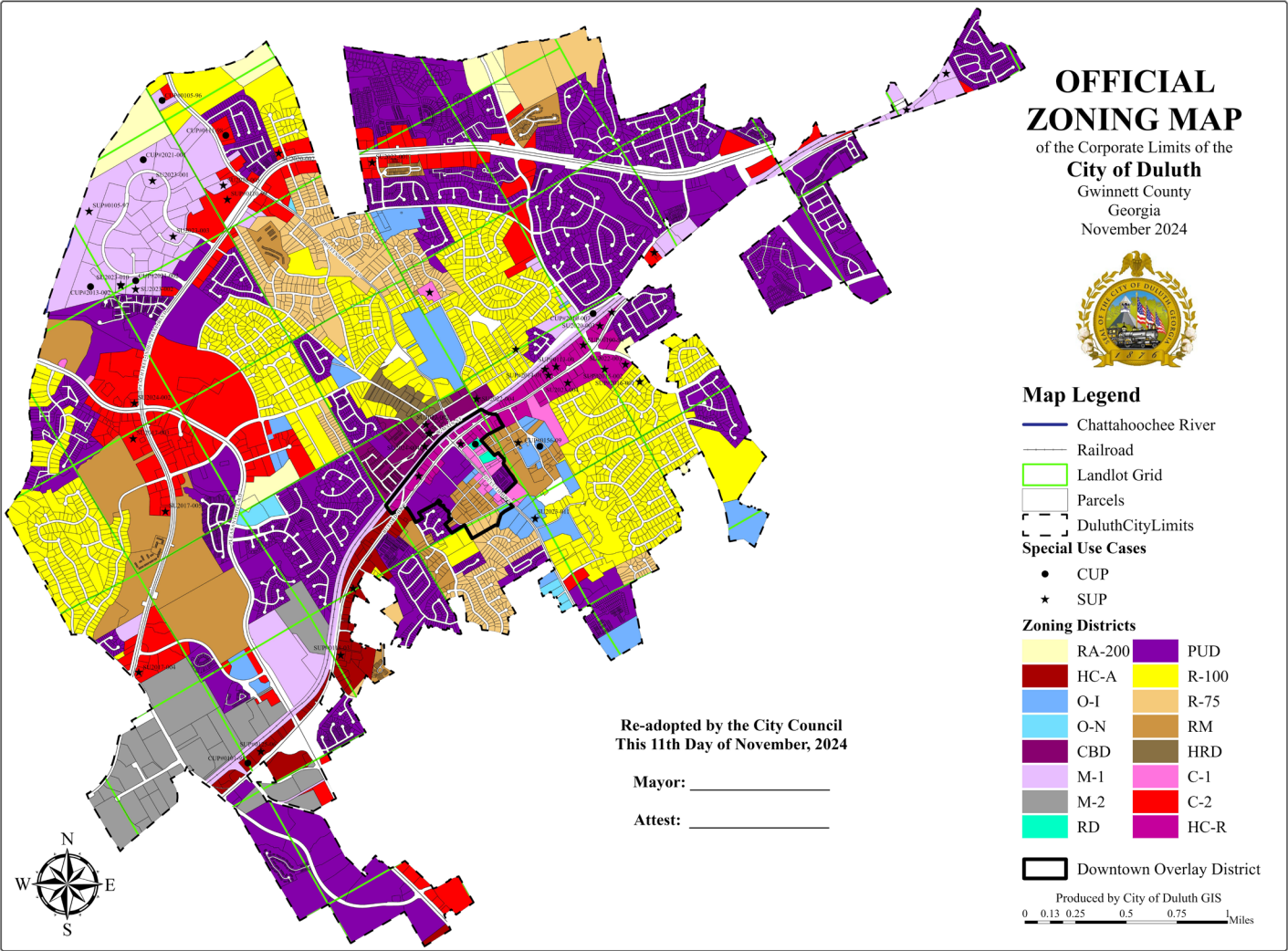


Exhibit "B"

Public Notice Posted in the Gwinnett Daily Post 10/20/2024

Gdp7866
gpn13
**CITY OF DULUTH
NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to approve and adopt the City of Duluth's official zoning map. The public is invited to attend this hearing before the Mayor and Council. The meeting date, place and time regarding this matter are as follows:

WHEN: November 11, 2024-6:00 p.m.

**WHERE: City Hall Council Chambers
3167 Main Street
Duluth, GA 30096**

PERSONS INTERESTED IN THIS MATTER are invited to review the City's Zoning Map, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluth-ga.net

For more information, contact Planning & Development, at (770) 476-1780.

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if special program accommodations are necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodations can be arranged.

10/20/2024

ORDINANCE 02024-52
CITY OF DULUTH
UNIFIED DEVELOPMENT CODE
AMENDING ARTICLE 2 “USE OF LAND AND STRUCTURES”

WHEREAS, the Mayor and City Council of the City of Duluth, Georgia recognizes the importance of promoting the community’s health, safety and welfare by providing clear, correct and consistent zoning regulations and compliance with the goals, objectives and policies identified within the adopted Community Agenda; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, specifically authorizes the City Council to amend the text of the City of Duluth Unified Development Code by the City Council; and

WHEREAS, the Unified Development Code of the City of Duluth, Georgia, grants authority to the Director of Community Development and Engineering to initiate amendments to the text of the City of Duluth Unified Development Code; and

WHEREAS, the Mayor and City Council recognize the importance of ensuring that the regulations promote the quality of life in the City; and

WHEREAS, on November 4, 2024, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the text amendment (TA2024-016) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on November 11, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the text amendments as set forth in the minutes of said meeting.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the City of Duluth Unified Development Code is hereby amended by amending: Article 2 as attached hereto in Exhibit “A”.

ATTACHMENTS:

Exhibit “A”: Proposed Text Amendments to the Unified Development Code
Exhibit “B”: Public Hearing Advertisement/Public Notice

{Signatures on the Following Page}

IT IS SO ORDAINED this 11th day of November, 2024.

Those councilmembers voting in favor:

- Mayor Greg Whitlock
- Charles Jamin Harkness, Post 1
- Marline Thomas, Post 2
- Kenneth Lamar Doss, Post 3
- Manfred Graeder, Post 4
- Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

-
-
-

ATTEST:

Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit “A”

II. Description of the Request

NAICS 2022	PRINCIPAL USES	R-TH	RA-200	R-100	R-75	RM	MH	HRD	CBD	C-1	C-2	HC- Retail	HC- Auto	O-I	O-N	M-1	M-2	RD	See Also Article 3	For Parking, See Table 4-B:
722513	Restaurants, Drive-In										A	S	A							b.10.
722514	Cafeterias, Grill Buffets and Buffets								A/S		A	A	A						Sec. 338	b.9.
722515	Specialty Snack Shops and Non-Alcoholic Beverage Bars, including Coffee Shops, Do-nut Shops, Ice Cream Shops and Bagel Shops								A/S	A	A	A	A						Sec. 338	b.10.
7224	Bars, Taverns and Other Drinking Places (Al- coholic Beverages)								A/S		A								Sec. 309 Sec. 338	b.10.

Replace with:

NAICS 2022	PRINCIPAL USES	R-TH	RA-200	R-100	R-75	RM	MH	HRD	CBD	C-1	C-2	HC- Retail	HC- Auto	O-I	O-N	M-1	M-2	RD	See Also Article 3	For Parking, See Table 4-B:
722513	Restaurants, Drive-In										A	S	A							b.10.
722514	Cafeterias, Grill Buffets and Buffets								A/S		A	A	A						Sec. 338	b.9.
722515	Specialty Snack Shops and Non-Alcoholic Beverage Bars, including Coffee Shops, Do-nut Shops, Ice Cream Shops and Bagel Shops								A/S	A	A	A	A						Sec. 338	b.10.
7224	Bars, Taverns and Other Drinking Places (Al- coholic Beverages)								A/S										Sec. 309 Sec. 338	b.10.

Exhibit "B"

Public Notice Posted in the Gwinnett Daily Post 10/20/2024

**Gdp7864
gpn13
CITY OF DULUTH
NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to amend Article 2, Use of Land and Structures of the City of Duluth, United Development Code (UDC) and any other pertinent Articles and/or sections that may apply to the UDC. The public is invited to attend this hearing before Mayor and Council. The meeting date, place and time regarding this matter are as follows:

WHEN: November 11, 2024 - 6:00 p.m.
WHERE: City Hall Council Chambers
 3167 Main Street
 Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the City's United Development Code, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:

**City of Duluth
 ATTN: Planning Department
 3167 Main Street
 Duluth, GA 30096
 OR
 Email: Planning@duluth-ga.net**

For more information, contact Planning & Development, at (770)476-1790.

In compliance with the Americans with Disabilities Act of 1990, the City of Duluth is committed to providing reasonable accommodations for a person with a disability. Please contact Teresa Lynn at (770) 476-3434 if

special program accommodation is necessary and/or if program information is needed in an alternative format. Special requests must be made in a reasonable amount of time in order that accommodation can be arranged.

10/20/2024

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (hereinafter “IGA”) is made and entered into as of the ____ day of _____, 2024, by and between the CITY OF DULUTH, GEORGIA, a Georgia municipal corporation (the “City”), and the CITY OF DULUTH DOWNTOWN DEVELOPMENT AUTHORITY, a public corporation created and existing under the laws of the State of Georgia (the “DDA”). This IGA is intended to and shall be construed as an intergovernmental agreement under the provisions of the Constitution of the State of Georgia.

WITNESSETH:

WHEREAS, the DDA has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1 *et seq.*, as amended, and activating resolutions of the Mayor and Council of the City of Duluth, duly adopted on December 12, 1983 and March 13, 2000, and is now existing and operating as a public body corporate and politic; and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Duluth duly adopted a resolution on December 12, 1983 creating the DDA and designating a geographic area to be known as the Downtown Development Area;

WHEREAS, the City is the tenant of certain real property leased from Norfolk Southern Railway located behind the properties located at edge of the parking lot behind the Red Clay Theater on Main Street in the City of Duluth, Georgia which property is located in the Downtown Development Area of the City of Duluth, Georgia, which property is more particularly shown on **Exhibit “A”** attached hereto and incorporated herein by reference (hereinafter the “Subject Property”); and

WHEREAS, the DDA desires to transfer funds to the City to facilitate the construction of dumpster enclosures on the the Subject Property to the DDA in order that the Subject Property may better serve the economic benefit of the Downtown Development Area;

NOW THEREFORE, for and in consideration of the payment of Ten (10 Dollars (\$10.00)), the covenants and promises set forth herein intended to benefit the citizens of Duluth by providing for future development in the Downtown Development Area which will be consistent with the urban redevelopment plan and will assist in the redevelopment and revitalization of the Downtown Development Area, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following terms:

1. The DDA shall transfer EIGHTY THOUSAND and 00/100 DOLLARS to the City.
2. In consideration of the transfer of funds from the DDA, the City agrees to contract for the construction of four new dumpster enclosures adjacent and attached to the

existing bank of dumpster enclosures located at the edge of the parking lot behind the Red Clay Theater on Main Street. The new dumpster enclosures shall match the existing dumpster enclosures in size, dimensions, materials, color, shape, form, and contents (bollard and fences). Each enclosure door shall be fabricated by the City's preferred vendor, Jeff Harkness, and shall match the existing enclosure doors. Contractor shall extend the existing concrete dumpster pad to accommodate the four new dumpster enclosures. Pad shall match in material, dimension, and thickness to the existing pad.

3. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Agreement between the parties.
4. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
5. This Agreement expresses the entire understanding and agreement between the parties hereto.
6. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
7. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
8. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto

It is so agreed on the date set forth here below next to the signature and seal of the parties to this agreement.

[Signatures on following page]

CITY OF DULUTH, GEORGIA

By:_____

Title:_____

Date:

Attest:

By:

Title:

(SEAL)

**CITY OF DULUTH DOWNTOWN
DEVELOPMENT AUTHORITY**

By:_____

Title:_____

Date:

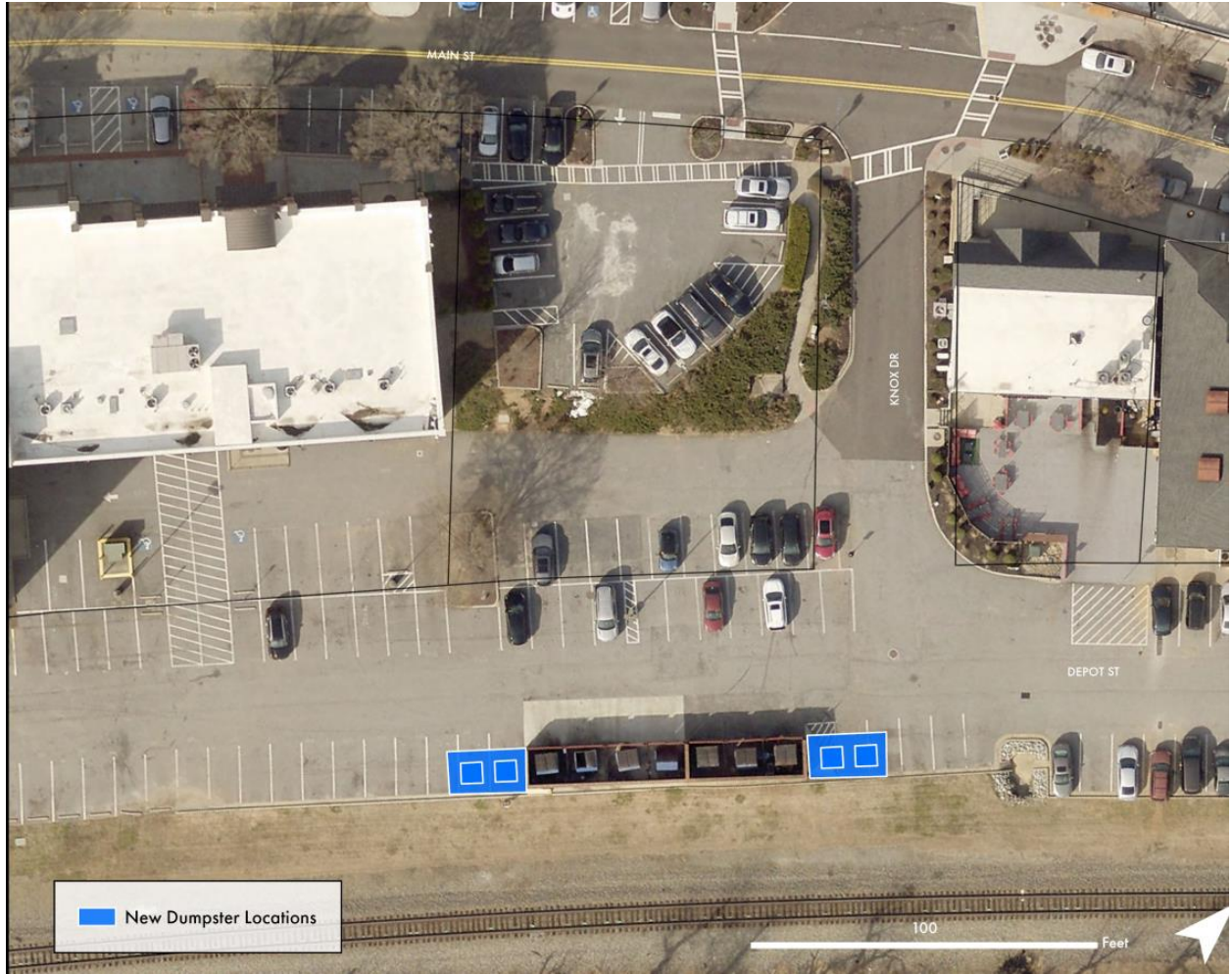
Attest:

By:

Title:

(SEAL)

EXHIBIT A



CONTRACT FOR CONSTRUCTION OF DUMPSTER ENCLOSURES

STATE OF GEORGIA

CITY OF DULUTH

CONSTRUCTION CONTRACT – Four Dumpster Enclosures in Downtown Duluth

THIS AGREEMENT is made this ____ day of _____, 20____ between IP Construction, LLC., (hereinafter called the “Contractor”) and the City of Duluth; 3167 Main Street, Duluth, GA 30096 (hereinafter called the “City”). Both parties do mutually agree as follows:

1. **Scope and Cost:** The Contractor agrees to furnish contract documents, labor, supervision, materials, equipment, tools, supplies, disposal, and services necessary to timely and fully perform and complete in a neat, first-class and workmanlike manner and in strict compliance with the specifications provided as applicable to the contractor, all of the specific work and services described below. Costs to provide the above scope of work shall be inclusive of taxes, labor, supervision, disposal, materials, equipment, tools, transportation, and any associated written reports.

Contractor shall construct four new dumpster enclosures adjacent and attached to the existing bank of dumpster enclosures located at the edge of the parking lot behind the Red Clay Theater on Main Street. The new dumpster enclosures shall match the existing dumpster enclosures in size, dimensions, materials, color, shape, form, and contents (bollard and fences). Each enclosure door shall be fabricated by the City’s preferred vendor, Jeff Harkness, 404-787-4757, and shall match the existing enclosure doors. Contractor shall extend the existing concrete dumpster pad to accommodate the four new dumpster enclosures. Pad shall match in material, dimension, and thickness to the existing pad.

The Contractor shall commence the Work with adequate force and equipment within (10) ten days from receipt of the Notice to Proceed. The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor’s agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this Contract or the prosecution of Work hereunder, whether caused by the Contractor or the Contractor’s agents, servants, or employees, or by any of the Contractor’s subcontractors or suppliers. This Contract, executed in duplicate, constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the City in writing.

2. **City Representative:** The Project has been initiated by the City and the Representative for this project is the City Engineer, hereinafter referred to as the “City Representative”. The City Representative shall act as the City’s representative, assume all duties and responsibilities and have the rights and authority assigned to the City in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. **Contract Documents**

3.1 The term “Contract Documents” above includes all portions of the specifications shared with contractors by the City and listed under section 1, for purposes of soliciting bids for this project. This includes but is not limited to: Vendor requirements for dumpster enclosure doors, matching the existing dumpster enclosures in size/form, function and materials, and matching the existing concrete pad in depth/form, function, and materials. The scope of work, therefore, may not extend beyond these descriptions as set forth above without proper adjustments and/or opportunity made available to properly compensate the contractor for any such scope of work extensions.

3.2 Contractor agrees to perform the contract work to the satisfaction of the City. Contractor agrees to provide and pay for all labor, regardless of craft or jurisdiction, materials, tools, supplies and equipment, except as otherwise provided herein, to perform the work in strict conformity with the contract documents.

4. **Project Duration:** The duration of the project shall be for a period of not more than thirty (30) calendar days from the Contractor’s receipt of the written notice to proceed and a properly executed agreement by both parties. Both documents are part of the official documentation of the said project. Any extension of this time period, including those for weather delay days, must be agreed upon by both parties and documented in writing.

5. **Contract sum and payments**

5.1 The contracted amount is as follows:

5.1.1 Base Contract: \$54,000.00 (fifty-four thousand dollars even)

5.2 Payments shall be made for work satisfactorily completed after contractor has submitted a pay request to the City unless contractor is in default. The contractor shall submit monthly pay applications to the City for payment, less any retainage, until project completion at which time Contractor submit a final pay application and mark it as final. Upon the City’s satisfaction that the work is completed in accordance with the Contract Documents, payment for each amount requested will be processed. Once the final pay application is approved and processed, no further pay applications will be accepted.

5.3 Prior to the release of this final payment, Contractor will provide an affidavit showing that its labor, materials and other bills have been paid, along with full release and/or unconditional lien waivers, in a form satisfactory to Contractor and City. If it appears that any labor, material or other bills incurred in the performance of the contract work are not being paid, the City may take such steps as it (in its sole discretion) deems necessary to ensure that the payments will be utilized to pay such bills.

5.4 Final Payment including any and all retainage shall be made to Contractor not later than thirty (30) days after receipt and approval by the City of the Contractor’s final written requisition for payment and acceptance of the final completed project.

5.5 The parties agree that in the event that the Contractor fails to perform within the specified contract period the Contractor shall pay the City liquidated damages and/or default of contract of \$500 per calendar day until the project is complete.

5.6 A retainage of 10% will be withheld from each pay application. Retainage will be released once the contractor's final punch list is complete and accepted by the City, signaling the beginning of the warranty period.

6. Execution of Work

- 6.1 The contractor agrees, within ten (10) calendar days after written notification to proceed by City, to commence the contract work in the field, at such points as the City may designate, and to continue diligently in its performance in accordance with the Project Schedule. Time is of the essence of this contract. If contractor is given reasonable time to perform and fails to do so, any work performed by the City on behalf of the Contractor will be charged back as necessary to cover costs for such work.
- 6.2 Contractor shall promptly provide the City with any scheduling information requested. City may revise any schedule, if necessary, as the work progresses.
- 6.3 Contractor shall cooperate with City and other subcontractors/contractors whose work may interfere with or affect the Contractor's work.
- 6.4 Contractor shall give adequate notices pertaining to its work to the proper authorities and shall secure all necessary licenses and permits to carry on its work; a copy to be provided to City by Contractor prior to the start of contract work.
- 6.5 Contractor shall be financially responsible for costs incurred by the City for testing or evaluation scheduled by the Contractor and subsequently cancelled by the Contractor for any reason. Such costs shall be deducted from the contract payments owed to the Contractor and shall be noted as a line item on any invoice or payment receipt.

7. Compliance with Immigration Laws & Regulations

- 7.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (O.C.G.A. §13-10-90 & §13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete attached E-Verify form.
- 7.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. §13-10-91(b).
- 7.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.
- 7.4 Pursuant to O.C.G.A. §50-36-1, Proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit, which is included in the attached project solicitation.
- 7.5 The failure to abide by the provisions and agreements set forth in this Subsection 7 shall constitute a breach and default of this contract.

8. **Insurance**

Prior to the execution of the Contract and at all times that the Contract is in force, the contractor must obtain, maintain and furnish the City of Duluth, Certificates of Insurance from licensed companies doing business in the State of Georgia and acceptable to the City.

1. Statutory Workers' Compensation Insurance
2. Employers Liability:
Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000 policy limit
Bodily Injury by Disease - \$1,000,000 each employee
3. Commercial General Liability Insurance
\$2,000,000 limit of liability per occurrence for bodily injury and property damage
The following additional coverage must apply:
1986 (or later) ISO Commercial General Liability Form
Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
Blanket Contractual Liability
Broad Form Property Damage
Severability of Interest
Underground, explosion, and collapse coverage
Personal Injury (deleting both contractual and employee exclusions)
Incidental Medical Malpractice
Hostile Fire Pollution Wording
Additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85
4. Auto Liability Insurance
\$1,000,000 limit of liability per occurrence for bodily injury and property damage
Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles
Additional Insured Endorsement
Contractual Liability
Uninsured and underinsured motorist coverage
Medical payment protection
Loading and unloading
5. Railroad Protective Insurance - \$5,000,000 per occurrence and \$10,000,000 aggregate in compliance with Norfolk Southern – Special Provisions for Protection of Railway Interests, January 1, 2022.
6. Umbrella Liability Insurance - \$1,000,000 limit of liability
The following additional coverage must apply
Additional Insured Endorsement
Concurrency of Effective Dates with Primary
Blanket Contractual Liability
Drop Down Feature
Care, Custody, and Control - Follow Form Primary
Aggregates: Apply Where Applicable in Primary
Umbrella Policy must be as broad as the primary policy
7. Item 2 (Commercial General Liability Insurance) and Item 5 (Umbrella Liability Insurance) shall total combined single limit of not less than \$5,000,000 for each occurrence with a general aggregate limit of not less than \$5,000,000.

8. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount
9. City of Duluth, Norfolk Southern Railroad and its subsidiaries and affiliated companies, AND Gwinnett County should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
10. The cancellation should provide 10 days' notice for nonpayment and 30 days' notice of cancellation.
11. Certificate Holder shall read:
City of Duluth
3167 Main Street
Duluth, GA 30096
12. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-5 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Insurance Unit. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-5 or better.
13. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
14. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
15. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
16. All insurance coverage required to be provided by the Contractor will be primary over any insurance program carried by the City.
17. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
18. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to the City of Duluth as to form and content has been filed with the City. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute. Failure by the Contractor to carry sufficient insurance at any time during the project will not release him of his liability in the event of a claim.
19. The Contractor shall agree to waive all rights of subrogation against the City, the City Council, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
20. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.

21. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the city upon their request.
22. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
23. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
24. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.
25. Surety Bonds (If Required)
All of the surety requirements will stay the same except the Surety Company must have the same rating as item 10 above.

9. **Performance and Payment Bond**

9.1 Not Applicable to this contract.

10. **Inspection and Approvals**

- 10.1 Contractor shall notify City and or its representatives when portions of its work are ready for inspection. City shall make reasonable efforts after receiving notice from Contractor, to inspect said scope of work completed. Limitations and/or sizes of such portions of work shall be agreed upon by City and Contractor prior to starting each phase thereof.
- 10.2 Contractor agrees to "make right" at no additional cost to City any such portion that is determined by City's representatives and inspectors to be incomplete within the bounds of the contract. Contractor shall promptly perform any and all punch list work submitted to it by City.

11. **Termination**

- 11.1 The City may terminate the contract for failure by the Contractor to comply with the terms and conditions of its contract or failure by the Contractor to correct problems brought to its attention by the City, each of which failures shall constitute a default. In the event of such termination, that Contractor will be paid only those sums due and owing under the contract for performance satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 11.2 The City, for its convenience and without cause, may terminate this contract whenever the City determines that such termination is in its best interest after giving ten (10) days written notice of such termination to the Contractor. In the event of a termination for convenience, the City shall pay all amounts due and owing to the Contractor for performance satisfactorily rendered. However, in no event shall the total amounts paid to the Contractor exceed the contract price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

12. Disputes/Resolutions

12.1 Any claims or disputes that may arise, including adjustments to compensation or to time of completion, shall be initiated by written notice within five (5) days after either party becomes aware of the claim or issue in dispute. The parties shall have ten (10) days following such written notice to cure or resolve any dispute. Notwithstanding the foregoing, the failure to provide written notice shall not serve as a bar to an action in law or equity for either party.

12.2 The City and Contractor shall make all reasonable efforts to resolve any and all matters of dispute without the involvement of any third party. However, if such efforts are not successful after a thirty (30) day period, then both parties agree to resolve their claims by filing a Complaint in the Superior Court of Gwinnett County, Georgia. The terms of this Agreement shall be integrated and enforced under the Laws of Georgia.

13. Indemnity

13.1 Contractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with its work, and shall to the fullest extent permitted by law defend, indemnify and hold harmless City, and their respective officers, agents, and employees, (herein referred to as Indemnities), from and against any and all claims, losses, suits, damages, legal costs and expenses and otherwise, arising out of or in any way connected with Contractor's work. If any claim or demand is made against City for any matter enumerated herein, any payment due, or thereafter to become due, the Contractor shall be held by City to cover such losses and expenses.

14. Compliance with Laws and Safety Regulations

14.1 All work, labor, safety rules, services and materials to be furnished by Contractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter "Laws") now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by Contractor as part of this Contract without any additional compensation.

14.2 Equal Opportunity Agreement:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or handicapping condition. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or handicapping condition. Such action shall include but not be limited to, the following: Employment, upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, or handicapping condition.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the

- agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246, as amended (3 CFR 169 (1979), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Interpretation

15.1 This Contract shall be interpreted under the laws of the State of Georgia.

16. Amendments

16.1 Any amendments to this contract shall be made in advance in writing and shall not be binding until such amendment is agreed upon and executed by both parties.

16.2 No change orders shall be binding unless reduced to writing and agreed upon by both parties in writing.

17. Public Convenience and Safety: Contractor may not commence work prior to proper construction signage being posted. Contractor must secure his work area from the public prior to commencing work.

18. Pre-construction Conference: The Contractor shall attend a pre-construction conference with the City Staff prior to commencing any work.

19. Drug Free Work Place: The Contractor is required to certify a drug-free workplace for all employees including subcontractors.

20. Work Stoppage: In the event of the discovery of significant archaeological remains, construction shall be stopped, and the City shall notify the Georgia Department of Natural Resources of the discovery. In this

context, to be “significant”, such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The City shall notify the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed their evaluation of the remains.

21. **Work Hours:** General work hours are 8:00am to 5:00pm on weekdays and 10:00am to 5:00pm on weekends. Exceptions can be made for emergencies.

IN WITNESS WHEREOF, THE City and Contractor have executed this contract consisting of **10** pages and the Attachments/Exhibits/Statements/Affidavits (if any) on the day and year first above written, by their proper officers or agents, duly authorized in the premises.

CONTRACTOR:

IP CONSTRUCTION, LLC

By: _____

Printed Name and Title

Federal I.D. Number: _____

(Seal)

Notary Public

In the presence of: _____

Subscribed and sworn to before me

This ____ day of _____, 20__

My Commission expires: _____

In the County of _____

CITY:

CITY OF DULUTH

By: _____

Printed Name and Title

Notary Public

In the presence of: _____

Subscribed and sworn to before me

This ____ day of _____, 20__

My Commission expires: _____

In the County of _____