



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**

FEBRUARY 12, 2024

CITY HALL COUNCIL CHAMBERS

6:00 pm

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

5:30 P.M. – AGENDA REVIEW

Main St. Conference Room

6:00 P.M. - CALL TO ORDER

Mayor 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

Valentine's Day Pop-Up! Wednesday, February 14, Parsons Alley from 4pm-7pm.
Nancy's Flower Truck will be selling beautiful bouquets (while supplies last). Live
music on the Parsons Alley stage.

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.

2. APPRECIATION AWARD – MAYOR PRO TEM THOMAS

Mayor Pro tem Marline Thomas was presented an Appreciation Award for her services and support to the Asian Communities' Safety and Crime Prevention.

3. DULUTH HS INTERNATIONAL NIGHT

Duluth High School National Honor Society Chapter is presenting International Night Performance on March 1. This event aims to create an environment that nullifies cultural barriers and emphasizes different yet incredible qualities of one another. There will be various activities and food booths and a full-length performance show.

IV. MATTERS FROM CITIZENS

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

V. CONSENT AGENDA

1. ORD TO AMEND BUDGET - \$33,580 – TAD PILOT BOND

As part of the TAD Agreement with Gwinnett County the City is required to make an annual payment in lieu of taxes (PILOT) to the County equal to the incremental portion of the County Tax Allocation Increment, which accrues from the tax levy for Parks and Recreation collected within the TAD. In FY24 staff budgeted \$95,746 for this payment, however due to the growth in the TAD property values, the actual increment received was \$127,324.43. Resulting in a shortfall of \$31,578.43. Additionally, staff uses the services of an outside consultant to update the TAD forecast and analyze the economic impact of early TAD resolution payouts. These expenditures have exceeded budgeted funds and staff is requesting an additional \$2,000 for professional services. Approval of this item approves ordinance (BA-FY24-19) to add \$31,580 in prior year TAD reserves to Tax Allocation District - Other Finances Uses - Intergovernmental Expenditures line item and \$2,000 in prior year TAD reserves to Tax Allocation District - Economic Development - Professional Services line item.

2. APPROVAL OF STATEWIDE MUTUAL AID AGREEMENT

The City of Duluth executed the Statewide Mutual Aid agreement in 2020 that gave authority to receive mutual aid assistance in emergencies and to ensure timely reimbursement of costs incurred by local governments during such emergencies. The agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster. Approval of this item will extend the agreement through March 1, 2028 and further authorizes the Mayor and or City Manager to execute the agreement.

3. AUTHORIZATION FOR QUITCLAIM DEED – PARCEL 7163 068

Approval of this item authorizes the Mayor or City Manager to execute a quitclaim deed for 2616 Boddie Place to correct a filing error that inadvertently placed a home outside the city limits into the City's ownership.

4. ACCEPT GRANT/ORD TO AMEND BUDGET – 2024 LMIG

The City received \$276,791.33 from the Georgia Department of Transportation (GDOT) representing the City's share of the FY 2024 LMIG (Local Maintenance & Improvement Grant). LMIG funds are generated from the state motor fuel tax that is set each year by the Georgia General Assembly. The grant is for road improvement projects such as street resurfacing and requires 30% matching funds (\$83,073.40), which will come from 2017 SPLOST Transportation funds. A street project list was submitted and approved by GDOT. Approval of this item approves an ordinance to amend the FY24 budget (BA-FY24-20) to add the following amounts to (ST-32) Transportation/Infrastructure Improvement capital project: \$276,792 in LMIG funds to the GDOT State Grant line item and \$83,074 in 2017 SPLOST Transportation funds to the Transfer from SPLOST 2017 line item and \$359,866 to the Paved Streets - Repairs & Maintenance - Streets and Sidewalks line item, including associated transfers.

5. LEASE AMENDMENT - FALLING RABBIT RESTAURANT

As outlined at the January 22 work session, there are two surveyed patio areas for the Falling Rabbit restaurant located at 3580 W. Lawrenceville St. AREA A is 1,105 square feet and AREA AA is 663 sf. Falling Rabbit uses AREA A but has never used AREA AA. Woods Future Investments, LLC is requesting that AREA AA be removed from the lease. Approval of this item amends the lease to remove AREA AA from the lease and recalculate the lease amount based upon the 1,105 sf.

6. 2024 EVENT CALENDAR AUTHORIZATION & WAIVERS

Approval of this item acknowledges that the following events are deemed sponsored or cosponsored by the City of Duluth. Approval of this item also waives food service requirements per Section 26-2-370 of O.C.G.A., which exempts food vendors from having to obtain said permits provided that the event lasts 120 hours or less. The waiver applies to signage fees and signage location requirements provided that the City Clerk and Public Works Director are given a list of where signs will be erected throughout the city for promotion of approved events. Events labeled "Open Zone" will allow alcohol to be purchased from licensed merchants within the downtown area and carried out as well as allow coolers to be brought into the designated area. All other events taking place downtown fall under the "Licensed Merchant Zone" that allows alcohol to be purchased from the downtown licensed merchants and carried out into the downtown area. (Some of the event times have not yet been set.)

Duluth Farmers & Artisan Market Series:

2nd and 4th Sundays from April-October from 2-5pm

March Events

1 – Night at Red Clay Comedy

14 – STEAM: 5-7pm

April Events

13 – Good Word Presents: Little Beer: 12-5pm (Co-sponsored)

19 – Peachtree Ridge Concert: 5-8pm (Co-sponsored)

25 – Duluth Cluster Band Concert: 6pm (Co-sponsored)

27-28 – Spring Art Festival: 10am-5pm on Sat; 11am-5pm on Sunday (Co-sponsored)

Fridays-N-Duluth Event Series:

May 3 – July 26th: 6-9pm

Flicks on the Bricks: May 24, June 28, July 26 with a 10pm end time

Themed nights: May 10, June 14, July 12

May Events

4 – Duluth Derby Day: 2-7pm

11- Wildcat 5k (Co-sponsored): *Road Closures to be confirmed by DPD

24 – Night at Red Clay Concert

June Events

1 – Summer Stage Concert: 8-10pm (Open Zone)

15 – Rotary Club Car Show (Co-sponsored)

15 – Juneteenth Celebration at Duluth Public Library (Co-sponsored)

July Events

27 – Viva Las Duluth: 6-10pm

August Events

9-10 – Chalk Art Festival: Friday 6-9pm and Saturday from 12-8pm

24 – Multicultural Night: 6-10pm. Lantern Parade starting at 8:45pm

*Road Closures from approximately 8:30-9:30pm: Hill Street from Knott St. to Hardy St; Hardy St from Hill to Main St.; Main St from Hardy St. to City Hall Parking Lot

31 – Toon Headz Presents: Caricature Pop-Up: 10am-6pm

*Art Month: Variety of subsidized art classes and activities hosted in the Duluth Festival Center

September Events

14 – Good Word Presents: Les Bon (Co-sponsored)

14 - Fall Festival Concert (Co-sponsored) (Open Zone)

21 – Smores and Snores at Rogers Bridge

28 & 29 - Fall Festival (Co-sponsored)

*Road Closures from Friday, September 27 evening through Sunday, September 29 evening; Main Street from W. Lawrenceville to Hardy and W. Lawrenceville

Street from Main to Hill; Additional temp closures for parade on morning of Saturday, September 28 and for Donut Dash on morning of Sunday, September 29

October Events

10 – Night at the Red Clay: Cinema

12 – Duluth on Tap: 2-7pm

19 and 26 – Haunted Duluth Tours

25 – Howl on the Green: 6-10pm

*Road Closures from approximately 4-11pm: Main Street from City Hall Parking Lot to Activity Lawn; W. Lawrenceville St from Main St to crosswalk by Maple St Biscuits

November Events

9- Good Word Presents: Bestie Fest

December Events

7 – Deck the Hall: 2-7pm

*Road Closures from approximately 10am-10pm: Main Street from City Hall to Activity Lawn

14 – Cookies & Cocoa with Santa: 10am-1pm

23 – Night at the Red Clay: Cinema

Frosty Fun:

Seasonal Activities on Town Green during Thanksgiving and Winter Breaks

Duluth Live Series:

April-December

Live Music in Parsons Alley Every Thursday – Sunday

VI. PUBLIC HEARINGS

1. ORDINANCE TO AMEND UDC – CASE TA2023-004 - JCBS PROPERTY

The Mayor and Council to consider an ordinance to amend table 2-C of the Unified Development Code (UDC).

At the request of JBCS Property Group, owners of 4675 River Green Parkway, staff will present case TA2023-004 for amending the zoning code to allow for an event facility to exist in the M-1 zoning classification by way of Special Use Permit. Planning Commission and staff recommend approval.

2. ORDINANCE OF SPECIAL USE – SU2023-010 - JCBS PROPERTY GRP

Assuming the previous text amendment request for allowing event facilities in the M-1 zoning district via special use permit is approved, Mayor and Council to consider approval of a request by Brenda Sim of JCBS, property owner of 4675 River Green Parkway, for a special use permit to operate such an event facility on

2.94 acres of parcel 6325 033. Planning Commission and staff recommend approval with conditions.

3. ORDINANCE TO AMEND UDC – CASE TA2023-005 - JCBS PROPERTY GRP

Mayor to announce request was withdrawn by applicant prior to hearing by Planning Commission.

4. ORDINANCE OF SPECIAL USE – SU2023-012 - JCBS PROPERTY GRP

Mayor to announce request was withdrawn by applicant prior to hearing by Planning Commission.

5. ORDINANCE OF SPECIAL USE – SU2023-009 – THANH TU NGUYEN

The Mayor and Council to consider a request for a special use permit to have a short term rental at 3863 Howell Springs Drive. The subject property is a residential home on .64 acres of tax parcel 6295 034. Planning Commission and staff recommend denial.

6. RESOLUTION - 2045 COMPREHENSIVE PLAN

The Community Development & Engineering staff has been working on a major update to the 2045 Comprehensive Plan, FORWARDuluth. City staff submitted a final draft of the plan to the Atlanta Regional Commission (ARC) on 1/2/2024 and all comments by the ARC have been satisfied. Staff will give a final update to Mayor and Council regarding revisions to the Comprehensive Plan and will answer any questions.

7. ORDINANCE TO AMEND UDC – TA2024-001 – FENCES

As previously discussed with Mayor and Council, Staff has noticed a number of decorative residential fences being installed in front yards that do not meet code, but feels that they do enhance the aesthetic and value of the property.

Current code states the maximum height for a front yard fence is 3 ft. Any fence elsewhere on the property over 7 ft. currently requires a permit. The maximum fence height allowed with a permit is 8 ft.

Code enforcement staff sees residential front yard fences during general neighborhood inspections. Some of the newly installed fences are taller than 3 ft., decorative, and costly. Most citizens do not know there are codes governing fences, so these fences are being built without our knowledge.

For residential developments (not individual property owners), the UDC requires a fencing plan to be submitted and approved prior to issuance of the development permit. In this manner, the consistency, specifications, and conditions of the fences installed by the developer are controlled. Therefore, staff proposes

allowing residential front yard fences with a 4 ft. maximum height, with an allowance for an administrative variance to be granted by the Director of Community Development & Engineering, if in the best interest of the City, to a height not to exceed 5 ft.

8. ORDINANCE READOPTING OFFICIAL ZONING MAP

Staff will update Mayor and Council regarding revisions to the Official Zoning Map since its last adoption in 2022.

VII. NEW BUSINESS

1. ORDINANCE TO AMEND DULUTH CODE - CHAPTER 13 – TRASH

The Mayor and Council to consider an ordinance regarding solid waste service. In May, the City's residential trash collection process will change from the purple bag "pay as you throw" system to use of automated trucks servicing roadside rolling bins. Chapter 13 section 13-20 of the Duluth municipal code currently regulates trash collection by way of specialized plastic bags manufactured by the collector and sold through designated outlets. Approval of this item approves ordinance O2024-07 changing the collection method and also addressing the location and times of day for receptacle service.

2. AMEND DEVELOPMENT AGREEMENT – SODO (BEXLEY)/TAD (ACTING AS THE REDEVELOPMENT AGENCY)

The Mayor and Council to consider approval of an amendment to the Development Agreement for SODO (Bexley).

In 2019, the City Council, acting as the Redevelopment Agency, executed a development agreement with The Residential Group, LLC (TRG) later assigned to WMCI Atlanta IV-D, LLC., relating to reimbursement of Tax Allocation District (TAD) funds associated with the SODO (Bexley) project located at 3250 Buford Highway.

WMCI Atlanta IV-D, LLC., desires to end the City's obligation to annual payments in exchange for payment of a discounted lump sum. Such a change requires an amendment to the Development Agreement. The discounted lump sum payment is beneficial to the City and URA.

3. PURCHASE/SALE AGREEMENT – 2516 MAIN ST – PARCEL 7204 577

The Mayor and Council to consider a contract for purchase and sale of a 4.17 acre property located at 2516 Main Street, parcel number 7204 577 from Nissley Contractors, Inc. for the amount of \$985,000.

4. APPROVAL OF CONTRACT AMENDMENT – NORFOLK SOUTHERN

In June of 2021, the City entered into a construction agreement with Norfolk Southern Railway for the Main Street Enhanced Sidewalk project (CD-71). Since that time, the standard operating procedure for procuring railroad flagging services has changed. Norfolk Southern (NS) outlines these changes in the amendment. Also, since so much time has passed, NS updated their force account estimate to account for current staff rates. This change is minimal and will be covered by the project's contingency already in the budget.

Staff is requesting Council approve the contract amendment (NS File: ROW1113808) and authorize the Mayor or City Manager to execute it.

VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. COMPENSATION - ELECTED OFFICIALS

As previously discussed, Section 2-13 of the Duluth City Charter provides for Compensation and Expenses of the Mayor and Council members to be provided by ordinance. At the January 22nd work session Council discussed increasing the Mayor and Council's annual salaries by \$1,000.

The Mayor and Council to consider authorizing the City Attorney to draft an ordinance to amend the Duluth Code of Ordinances, Section 2-27 - Elected Officials Compensation by increasing the Mayor's annual salary from \$9,600 to \$10,600 and the Council's annual salary from \$6,000 to \$7,000, with an effective date of July 1, 2024.

2. ORDINANCE TO AMEND BUDGET – \$69,975 - RECORDING SYSTEMS

Staff is requesting approval of a budget amendment to replace the recording equipment and microphones in the council chambers and community room. The current equipment was installed when the building was first constructed 17 years ago and has experienced problems record meeting over the last several months. Staff has received a proposal from AV-Tech Media Solutions for \$59,972.83 to replace the equipment in the Council Chambers and estimates it will cost an additional \$10,000 to replace the equipment in the Community Room with funding coming from 2023 SPLOST unallocated Administrative Facilities funds. Approval of this item approves ordinance BA-FY24-21 to add \$69,975 to (CA-05) City Hall Building - General Government Building - Furniture & Fixtures, including associated transfers.

3. ORDINANCE TO AMEND BUDGET – \$1,005,000 -PROPERTY PURCHASE

The City of Duluth entered into a purchase and sale agreement to purchase parcel 7204 577, located at 2516 Main Street. The property consists of 4.17 acres with current light industrial use. Staff has conducted soil testing, subsurface

investigations, and a boundary survey and is now ready to move forward with the purchase of the property. To complete the purchase, staff is requesting \$1,005,000 in 2023 SPLOST funds. Approval of this item approves budget ordinance (BA-FY24-22) to add unallocated 2023 SPLOST Administrative Facilities funds to the following line items. (CA-01) Public Works Land Acquisition - General Government Buildings - Professional Services \$2,500 and Land \$1,002,500.

IX. MATTERS FROM MAYOR & COUNCIL

X. MATTERS FROM CITY MANAGER

XI. EXECUTIVE SESSION

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

XII. ADJOURNMENT

The next scheduled meeting of the Mayor and Council is a work session for February 26, 2024 at 5:30 p.m.



**MINUTES OF THE
MAYOR AND COUNCIL
CITY OF DULUTH, GA
JANUARY 8, 2024**

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

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

Mayor Harris called the meeting to order at 6:00pm

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

I. APPROVAL OF MINUTES

A motion was made by Councilmember Harkness, seconded by Councilmember Thomas, to approve the meeting minutes from December 11, 2023 as presented.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Whitlock
Motion carried.**

II. CEREMONIAL MATTERS - OATHS OF OFFICE

Municipal Court Judge Charles Barrett administered the Oaths of Office.

1. Councilmember – Post 4 – Manfred Graeder
2. Councilmember – Post 5 – Shenée Johnson Holloway
3. Mayor – Greg Whitlock

III. RECESS TO WELCOME RECEPTION

The meeting recessed at 6:10pm to the city hall reception area and reconvened at 6:40pm.

IV. APPROVAL OF MEETING AGENDA

A motion was made by Councilmember Doss, seconded by Councilmember Thomas to approve the January 8, 2024 Council Agenda as presented.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

V. MATTERS FROM CITIZENS

1. STORMWATER CONCERN

Coleman Binford of 4024 Chaderton Court, Duluth came forward sharing that he is grateful for the hydrology study being conducted by his property. His property and others in close proximity have been experiencing flooding, costing them thousands of dollars in repairs. He stated that the flooding is due to lack of storm drains, drainage easements and creek proximity.

VI. CONSENT AGENDA

1. RESOLUTION – 2024 MEETING DATES & TIMES {A}

Approval of this item approves resolution R2024-01 to set and publicize regularly scheduled Mayor and Council meetings for 2024 in accordance with Georgia law.

2. ORDINANCE SETTING 2024 MILEAGE REIMBURSEMENT RATES {B}

The IRS announced that the business standard mileage rate for transportation expenses paid or incurred beginning January 1, 2024 will be 67 cents per mile. Approval of this item adopts ordinance O2024-01 setting the reimbursement rates, effective January 1, 2024.

3. RESOLUTION TO APPOINT LEGAL ORGAN {C}

Approval of this item approves resolution R2024-02 naming the “Gwinnett Daily Post,” aka The Times Journal Inc., as the City’s Legal Organ for 2024. This resolution shall not be construed to prevent the City from utilizing a newspaper of general circulation within the City of Duluth or Gwinnett County when authorized to do so by state or local law.

4. RESOLUTION – DEPOSITORIES & CHECK SIGNING

Approval of this item approves resolution R2024-03 regarding check signing, investments and depositories per the Financial Policy.

5. DESIGNATION OF OPEN RECORDS OFFICERS

{E}

Approval of this item as per Open Records Act O.C.G.A. 50-18-71(b) designates the Assistant City Manager/City Clerk or his/her designee as the Open Records Officers to receive written requests on behalf of the City and approves resolution R2024-04 listing the 2024 designees.

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

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

VII. PUBLIC HEARING

1. ORDINANCE OF TEXT AMENDMENT – CASE -TA2023-003

{A}

Mayor Whitlock opened the public hearing to consider a text amendment ordinance to amend definitions in the Unified Development Code (UDC).

Community Development/Engineering Director Margie Pozin came forward to present. When the UDC was first adopted in 2015, the definition and application of breezeways was inadvertently left out. Recent requests to include breezeways in home additions has led staff to think about the best way to allow would-be home improvers a path forward. Including a definition and usage standard in the UDC will clarify intent and allow homeowners to include breezeways where logical and functional.

The breezeway would allow the extension of the principal structure without having the extension be considered an “accessory structure.” Currently an extension must be by way of an enclosed and temperature-controlled hallway. The proposed revision removes the requirement of enclosing the “hallway” and leaving it as a covered open-air breezeway. The text amendment would require changes to Section 203. Definitions as well as Section 304. Standards for SF Detached and SF Attached Dwellings by adding 304.01 Overhangs and Breezeway.

Mayor Whitlock called for questions/discussion from Council and called for questions/comments from the public.

Being no comments, 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 O2024-02 as presented.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

VIII. NEW BUSINESS

1. APPOINTMENT OF MAYOR PRO TEMPORE

The Charter of the City of Duluth states the Mayor Pro tempore will be selected by a majority vote of the Mayor and Council each year at the first regular meeting. The Council shall elect a councilmember to serve as the Mayor Pro tempore, who shall assume the duties and powers of the Mayor during the Mayor's absence. Mayor Whitlock recommended Councilmember Marline Thomas, Post 2 as his appointee as the 2024 Mayor Pro tempore.

A motion was made by Councilmember Harkness, seconded by Councilmember Holloway to appoint Councilmember Marline Thomas as Mayor Pro tem for 2024.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

IX. EXECUTIVE SESSION

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

Mayor Whitlock called for a motion to adjourn to executive session at 6:50pm.

A motion was made by Councilmember Thomas, seconded by Councilmember Doss to adjourn into an executive session.

**Voted For: Councilmember Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

After the discussion, a motion was made by Councilmember Thomas, seconded by Councilmember Graeder to adjourn from executive session and reconvene into regular session at 7:20pm.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

X. ADJOURNMENT

A motion was made by Councilmember Holloway, seconded by Councilmember Graeder to adjourn at 7:20pm.

**Voted For: Councilmembers Harkness, Thomas, Doss, Graeder, and Holloway
Motion carried.**

*The next scheduled meeting of the Mayor and Council is a work session
for January 22, 2024 at 5:30 p.m.*

DRAFT



**WORK SESSION NOTES
MAYOR AND COUNCIL
CITY OF DULUTH, GA
JANUARY 22, 2024**

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

ABSENT: Councilmember Harkness

Mayor Whitlock called the work session to order at 5:30 p.m.

I. PUBLIC COMMENTS

1. PROPERTY FLOODING AND DRONE CONCERNS

Mark Manual, 4011 Hooch Landing, Duluth Overlook Subdivision HOA president, came forward to request the city's help with flooding issues that have caused damage to not only his subdivision, but Rogers Bridge Park, and Encore Subdivision due to debris piling up in the creek channel.

Mr. Manual also spoke of his concerns with a gentleman who is flying a drone over the back of his home as well as others as late as 11:00 p.m. in the subdivision causing concerns among the residents. He reported on two separate occasions to the police.

II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES

1. COMPENSATION - ELECTED OFFICIALS

City Clerk/Asst. City Mgr. Teresa Lynn came forward to present. As previously discussed, Section 2-13 of the Duluth City Charter provides for Compensation and Expenses of the Mayor and Council members to be provided by ordinance. Ms. Lynn provided an updated chart on compensation of surrounding jurisdictions. Staff requested Council direction on amending the Duluth Code of Ordinances, Section 2-27 - Elected Officials Compensation.

The Council authorized staff to place this item on the next Council agenda for consideration.

2. FINANCIAL UPDATE

Asst. City Manager/Finance Director Ken Sakmar presented an un-audited financial update of the City's general fund revenues and expenditures. The top ten revenue sources account for 92% of all revenues and the expenditures are at 40%. City operations have resulted in a surplus in the last six years. Staff is currently working with the auditors to complete the FY 2023 financial statement audit.

Most of the revenue sources are performing at or above budgeted amounts, and expenditures are slightly below budgeted amounts.

3. ORDINANCE TO AMEND CODE – TRASH BIN SERVICE

Director of Community Development & Engineering Margie Pozin came forward to present. In May, the City's residential trash collection process will change from the purple bag "pay as you throw" to an automated truck picking up waste from roadside rolling bins. Chapter 13 of the Duluth Code currently regulates trash collection by way of specialized plastic bags provided to designated outlets and to the City by the collector. This will change to a rolling bin provided by the collector, which needs to be placed in a certain location by a certain time of day, and stored in a non-visible place when not in use after collection is complete. These revisions need to be made in advance and will go into effect when the collection method changes.

Council authorized staff to prepare an ordinance and place on the February 12 agenda.

4. ORDINANCE TO AMEND UNIFIED DEVELOP. CODE – FENCES

Director of Community Development & Engineering Margie Pozin came forward to present. Ms. Pozin reported that staff has noticed a number of decorative residential fences being installed in front yards that do not meet code, but they enhance the aesthetic and value of the property. Staff does not see value in requiring these fences to be removed as they are an enhancement. The current code states the maximum height for a front yard fence is 3'. Any fence (elsewhere on the property) over 7' currently requires a permit. The maximum fence height allowed (with a permit) is 8'.

However, some new fences being built in residential front yards are taller than 3', decorative, and costly. Most citizens do not know there are codes governing fences, so these fences are being built without our knowledge. Code enforcement staff see the fences during general neighborhood inspections.

For residential developments (not individual property owners), the UDC requires that a fencing plan be submitted and approved prior to issuance of the development permit. In this manner the consistency, specifications, and conditions of the fences installed by the developer are controlled.

Staff would like to amend the text in the UDC to reflect a 4' maximum front yard fence and allow the Community Development & Engineering Director to have the authority to issue an administrative variance allowing a front yard fence to be built as tall as 5' if it's in the best interest of the City and if there is a compelling reason to allow it. Further, staff noted that sight distances will be considered when reviewing fence heights in a front yard, especially near an intersection.

The Council authorized staff to move forward with the public hearing processes (Planning Commission and City Council); preparing an amendment to the UDC text to reflect staff's recommendation above.

5. AMEND DEVELOPMENT AGREEMENT - SODO (BEXLEY)

City Manager James Riker presented. In 2019, the City Council, acting as the Redevelopment Agency, executed a development agreement with The Residential Group, LLC (TRG) later assigned to WMCI Atlanta IV-D, LLC., relating to reimbursement of TAD funds associated with the SODO (Bexley) project located at 3250 Buford Highway. WMCI Atlanta IV-D, LLC., desires to end the City's obligation to annual payments in exchange for payment of a discounted lump sum. Such a change requires an amendment to the Development Agreement. The agreement was reviewed by the City Consultant who recommends the city consider the discounted lump sum payment which is beneficial to the City and URA.

Council authorized staff to place this item on the next agenda for approval.

6. AMEND PATIO LEASE – FALLING RABBIT

Chris McGahee, Economic and Marketing Director presented. There are two surveyed patio areas for Falling Rabbit. AREA "A" is 1,105 Sq. Ft. AREA "AA" is 663 Sq. Ft. Falling Rabbit uses AREA A but has never used AREA AA. Woods Future Investments, LLC is requesting that AREA AA be removed from the lease. Staff recommend amending the lease to remove AREA AA from the lease and recalculate the lease amount based upon the 1,105 Sq. Ft.

Council authorized Staff to place this item on the next Council meeting agenda for approval.

7. GEMA MUTUAL AID & ASSISTANCE AGREEMENT

City Manager James Riker presented. The GA Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The last Statewide Mutual Aid agreement with Gwinnett County was executed in 2020 and expires March 1, 2024.

Council authorized staff to place this item on the next Council meeting agenda for approval.

8. LOCALLY ADMINISTERED PROJECT (LAP) CERTIFICATION

Director of Community Development & Engineering Margie Pozin presented. Every three years, the city has to apply for recertification of our Locally Administered Project (LAP) certification status. Ms. Pozin explained as part of maintaining certification, two employees are required to take five specific GDOT sponsored classes every three years, fill out a 33-page application, and be interviewed by GDOT. Without this certification, the City is not eligible to receive federal funding for transportation projects.

No action required at this time.

III. MATTERS FROM MAYOR & COUNCIL

Staff responded to questions raised about the emergency exit at the Pine Needle cul-de-sac, parking in the unincorporated area of the cul-de-sac, the completion of the turn lane on Davenport and the old city limit sign on Highway 120.

Mayor Whitlock reported he met with Congresswoman Lucy McBath and discussed possible funding to revitalize the Mt. Arat Church in the Hill Community for possible use as a historical museum. He also attended a meeting with Gwinnett County on the proposed transportation plan and how it will affect Duluth. He mentioned that the June 20th strategic planning conference may be a good time to revisit the City's Vision statement, and praised Councilmember Graeder for being a good Samaritan for staying with a family who was involved in a hit and run.

Mayor Pro tempore Marline Thomas and the Chief of Police attended the Public Safety Awareness event.

IV. ADJOURNMENT

The meeting adjourned at 7:30pm.

The 5th Monday work session for January 29th has been cancelled. The next scheduled meeting of the Mayor and Council is February 12, 2024 at 6:00 pm in City Hall Council Chambers.

ON MARCH 1ST, DULUTH HIGH SCHOOL PRESENTS... INTERNATIONAL NIGHT

10

YEARS OF
CELEBRATING
DULUTH'S DIVERSITY

1200+

PEOPLE AT OUR LAST
INTERNATIONAL
NIGHT

35

BOOTHES SHOWCASING
CULTURES FROM ALL
AROUND THE WORLD

200+

VOLUNTEERS WHO
MAKE THIS NIGHT
POSSIBLE



Who are we?

We are the Duluth High School National Honor Society Chapter (Duluth NHS). Our motto is "Noblesse Oblige," or "Nobility Obligates". Our mission as a club is to act with generosity and nobility towards those who need it most. In addition to working at food drives, sorting over 10,000 books, and volunteering with the robotics teams of 5 different cluster schools, Duluth NHS is responsible for planning and executing International Night.

Mission

Duluth National Honor Society is on a mission to unite the Duluth community through International Night. With various activity and food booths and a full-length performance show, the night works to promote cultural understanding and normalcy. For a community so grand in diversity, an event just as grand is necessary.



Duluth needs you!

As a sponsor, your value comes from two main points:

- Donations to help us decorate the school in grandeur!
- Catering a food booth, to showcase your cuisine!

As one of the most popular events Duluth High School holds, this event would lead your support and brand to be thoroughly recognized as supporting and celebrating our diverse community.



Vision

Through International Night, Duluth NHS aims to create an environment that nullifies cultural barriers and emphasizes different yet incredible qualities of one another.

Contact Us!



@duluthnhs

bit.ly/duluthnhs

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 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 2024 fiscal year as follows:

| | |
|-----------------------------------|-------------------|
| Total Revenues: | <u>88,208,667</u> |
| Operations Expenditures: | <u>42,133,405</u> |
| Capital Improvement Expenditures: | <u>46,075,262</u> |
| Total Expenditures: | <u>88,208,667</u> |

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

WHEREAS the City of Duluth as part of the TAD Agreement with Gwinnett County is required to make an annual payment in lieu of taxes (PILOT) to the county equal to the incremental portion of the County Tax Allocation Increment for Parks & Recreation; and

WHEREAS in FY24 staff budgeted \$95,746 for this payment, however due to the growth in the TAD property values, the actual increment received was \$127,324.43, resulting in shortfall of \$31,578.43, plus \$2,000 for professional services; and

WHEREAS it is requested to add \$31,580 in prior year TAD reserves to Tax Allocation District – Other Finance Uses – Intergovernmental Expenditures line item and \$2,000 in prior year TAD reserves to Tax Allocation District – Economic Development – Professional Services line item; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

| | |
|------------------------------------|-------------------|
| Total Revenues & Prior Yr Reserves | <u>88,242,247</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>46,075,262</u> |
| Total Expenditures: | <u>88,242,247</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



GWINNETT COUNTY
OFFICE OF EMERGENCY MANAGEMENT

800 Hi-Hope Road | Lawrenceville, GA 30043
(O) 770.513.5600 | (F) 770.513.5660
www.gwinnettcounty.com | www.gwinnettema.com

January 10, 2024

Dear City Manager,

The Georgia Emergency Management Act gives local governments the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure timely reimbursement of costs incurred by the local governments. The agreement establishes procedures and other ground rules for counties and cities that help one another during a disaster. Your city previously executed the Statewide Mutual Aid agreement in 2020 which now requires renewal. The current agreement expires on March 1, 2024. It is our objective to have all local governments execute the agreement to ensure timely reimbursement following a disaster.

The enclosed agreement is similar in scope to the previous version but has been updated by the Georgia Emergency Management Agency (GEMA). Two original documents are provided for signature and should be returned to our office once signed. They will then be forwarded to GEMA for execution and an original copy returned to you.

Please let me know if you have any questions regarding the Statewide Mutual Aid Agreement or if I can assist you in any other way.

Sincerely,

Michael Shaw, Acting Director

Gwinnett County Office of Emergency Management

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Duluth

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

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

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

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

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

ARTICLE II

GENERAL PURPOSE

The purpose of this Agreement is to:

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

ARTICLE III

ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV

PARTICIPATING PARTY RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V LIMITATIONS

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

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

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

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

ARTICLE VI LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII RIGHTS AND PRIVILEGES

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

ARTICLE VIII REIMBURSEMENT

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

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

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

Expenses to be reimbursed by the Requesting Party shall include the following:

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

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

ARTICLE IX IMPLEMENTATION

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

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

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

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

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

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|-------------------------------------|-----------------------------|
| Chief Executive Officer - Signature | Date: _____ / _____ / _____ |
|-------------------------------------|-----------------------------|

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____
(county/municipality) for the purpose of reimbursement sought for mutual aid:

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|------------|--------------------|
| Print Name | Job Title/Position |
|------------|--------------------|

Signature of Above Individual

| | |
|-------------------------------------|----------------------|
| Chief Executive Officer - Signature | Date: ____/____/____ |
|-------------------------------------|----------------------|

Chief Executive Officer – Print Name

After recording, return to:
Michael E. Jacobs, Esq.
Briskin, Cross & Sanford, LLC
33 South Main Street
Suite 300
Alpharetta, Georgia 30009
File No. K7859.100

STATE OF GEORGIA
COUNTY OF GWINNETT

Map Parcel ID No. **R7163 068**

QUITCLAIM DEED

THIS QUITCLAIM DEED made this ____ day of February, 2024, by and between **The City of Duluth** (hereinafter referred to as “Grantor”), and **Triesten Johnson and Triesten Johnson as the Trustee of the EM King EL Trust**, (hereinafter collectively referred to as “Grantee”), (the words “Grantor” and “Grantee” include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed and QUITCLAIMED and by these presents does grant, bargain, sell, convey and QUITCLAIM unto Grantee all of its right, title and interest including any usufructuary interest in and to:

All that tract or parcel of land lying and being in Land Lot 163 of the 7th District, Gwinnett County, Georgia, being lot 421, Block E, Sugarloaf Country Club, Pod 4, Phase III, as per plat recorded in Plat Book 77, Page 47-48, Gwinnett County, Georgia Records, said plat being incorporated herein by reference hereof; being known as 2616 Boddie Place, according to the present system of numbering in Gwinnett County, Georgia.

TO HAVE AND TO HOLD the Property into the Grantee, its successors and assigns, so that neither Grantor nor its successors, nor any person claiming under it shall at any time, claim or demand any right, title or interest to the Property or its appurtenances.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed on this ____ day of February, 2024.

Signed, sealed and delivered in
the presence of:

GRANTOR
The City of Duluth

Unofficial Witness

By: _____(SEAL)
Name:
Title:

Notary Public:

(NOTARIAL SEAL)

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 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 2024 fiscal year as follows:

| | |
|-----------------------------------|-------------------|
| Total Revenues: | <u>88,208,667</u> |
| Operations Expenditures: | <u>42,133,405</u> |
| Capital Improvement Expenditures: | <u>46,075,262</u> |
| Total Expenditures: | <u>88,208,667</u> |

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

WHEREAS the City of Duluth received \$276,791.33 in FY 2024 LMIG (Local Maintenance & Improvement Grant) funds from the Georgia Department of Transportation for road improvements such as street resurfacing; and

WHEREAS the grant is for road improvement projects and requires 30% matching funds (\$83,073.40), which will come from 2017 SPLOST Transportation funds; and

WHEREAS it is requested to add the following amounts to (ST-32) Transportation/Infrastructure Improvement capital project: \$276,792 in LMIG funds to the GDOT State Grant line item, and \$83,074 in 2017 SPLOST Transportation funds to the Transfer from SPLOST 2017 line item, and \$359,866 to the Paved Streets – Repairs & Maintenance – Streets and Sidewalks line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

| | |
|------------------------------------|-------------------|
| Total Revenues & Prior Yr Reserves | <u>88,602,113</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>46,435,128</u> |
| Total Expenditures: | <u>88,602,113</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

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into this ____ day of _____, 2024 and between the **CITY OF DULUTH, GEORGIA**, a municipal corporation, Party of the First Part, (hereinafter referred to as "Lessor"), and **WOODS FUTURE INVESTMENTS, LLC**, Party of the Second Part, (hereinafter referred to as "Lessee").

WITNESSETH

That the said Lessor, authorized by its Charter Section 1.13 (7) and (19) to enter into this lease, for and in consideration of the compensation, covenants, agreements and stipulations hereinafter mentioned, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents agrees to lease and rent, unto the said Lessee under the terms stated hereunder, and the said Lessee hereby agrees to take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

1.

LEASED PREMISE

The leased premise is the outdoor patio situated adjacent to **LOT 5 PARCEL 6293A 046 BUILDING 100 at 3580 West Lawrenceville Street operated by Falling Rabbit** owned by **Woods Future Investments, LLC** on tracts of land located in Land Lot 239 of the 6th Land District, Gwinnett County, Georgia, part of the Parsons Alley Redevelopment Project and being more fully shown in the colored area shown in **Exhibit "AREA A" 1,105 Sq. Ft.** and **Exhibit "AREA AA" 663 Sq. Ft.** attached hereto and incorporated by reference herein.

2.

TERM

Lease term shall commence on the **1st day of March 2024**, and shall continue on a monthly basis unless sooner terminated or extended as hereinafter provided, and may be renewed by written agreement.

3.

RENTAL

- A. **BASE RENTAL:** Lessee agrees to pay Lessor, an annual lease amount of **\$940.18 \$670.44**, payable on **March 1st** of each year. Said rental shall be paid at the Office of the Lessor or such other place as the Lessor may designate, without any setoff, counterclaim or deductions whatsoever.

The parties acknowledge that the Parsons Alley Development is an economic

development project wherein the City of Duluth, The City of Duluth Downtown Development Authority and the Parsons Alley LLC have partnered to redevelop the City of Duluth's downtown. The construction improvements located at Parsons Alley and this lease agreement provide important benefit to the City of Duluth and its citizens, said benefits constitute additional consideration for this lease agreement.

- B. **RENT INCREASES:** The parties agree that in the event of renewals of the lease beyond the initial term as set forth in Paragraph 25 below, there shall be a two percent (2%) annual increase in the lease payment for each year subsequent to the initial term.

4. USE OF PREMISES

The premises shall be used for the conduct of the business of the Lessee, and any subtenants. The parties agree that the premises will be used as patios for the operation of taverns and/or restaurants.

Lessee agrees that Lessee shall not use its premises in such manner as to interfere with the quiet enjoyment of other users of other leased space on the premises.

The premises shall not be used for any illegal or deceptive purpose; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance on the premises required to be maintained in effect by the terms of this Lease or which would have the effect of causing any insurance carried by Lessor to be subject to cancellation or increased in premium rate or otherwise adversely rated or classified. Lessee agrees as a condition of this lease to abide by all Federal and State laws, ordinances of the City of Duluth, and the Declaration of Covenants, Restrictions and Easements for Parsons Alley recorded in Deed Book 53814 at page 282, Gwinnett County Records, as Amended by First Amendment thereto recorded in Deed Book 54009 page 215 Lessee acknowledges that the failure to follow said laws, ordinances and covenants may result in a breach of this lease in addition to other consequences imposed by law or ordinance.

5. UTILITIES

Lessee agrees that Lessee shall be responsible for payment of all utility costs required to operate and maintain the premises.

6.

SPECIAL RESTRICTIONS

Lessee further covenants and agrees that Lessee shall not store within the leased premises any explosive such as dynamite or any highly inflammable liquids or substances which would exceed a normal one day supply requirements of Lessee. Lessee further covenants and agrees that Lessee shall not store within the leased premises any dangerous or hazardous chemical, substance, or material except as permitted by any Federal, State, or Local ordinance or Law and any Regulations promulgated thereunder and as otherwise permitted by the insurance underwriters and then such storage shall be in strict compliance with any and all such Federal, State, or Local Laws, Ordinances and Regulations and in particular, any and all requirements of Law governing hazardous chemicals and those Laws relating to or being known as a Fire Code and as required by the insurance underwriters. Lessee further covenants and agrees that Lessee shall not dispose of any such hazardous chemicals into the sanitary septic tank system serving leased premises (or into any sanitary sewer system in the event such should become available in the future during the term or any renewal or extension of this lease). Lessee shall not dispose of any such hazardous chemicals, materials, or substances in any other manner on the leased premises.

7.

LESSOR'S ACCESS

Lessor shall have the right to enter the leased premises at all times. Lessor's entry rights shall extend to contractors, architects or other personnel who have need to examine the leased premises and/or surrounding areas.

8.

MAINTENANCE, ALTERATIONS AND ADDITIONS

Lessee has had access to and the ability to inspect the leased premises before entering into this agreement and agrees to accept the leased premises in its current condition. Lessee further acknowledges that there are no repairs or maintenance required of the leased premises as of the time of this agreement.

Lessee agrees to maintain the leased premises during the period of the lease, including keeping the area free of defects that could pose harm to patrons or the public.

Lessee shall not make any structural alterations, improvements, modifications, or additions within, on, or about the leased premises without the prior written consent of Lessor. To the extent that Lessor may consent or agree in writing to any structural or non-structural modifications, alterations, or additions within, on or about the leased premises, Lessee understands and acknowledges that any such alterations, modifications, or additions shall be at Lessee's sole expense and Lessee shall pay all bills for labor and material incurred by Lessee in connection therewith and Lessee shall permit no materialmen's or supplier's lien to be levied, claimed, or filed against the leased premises, the real property upon which such leased premises

in situate or any part or portion thereof.

In the event of the filing of any such lien, Lessee shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied as respects the leased premises and the real property on which it is situate. Lessee understands and agrees that any and all structural alterations, modifications, or additions made within, on or about the leased premises may become permanent fixtures and may not be removable by Lessee on the normal termination or prior termination of this lease as provided for herein in this Lease Agreement.

9. DESTRUCTION OF OR DAMAGE TO PREMISES

If the premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, or so substantially damaged as to be untenable by reason of such causes, this lease shall terminate as of the date of such destruction or damage, and rental shall be prorated between the Lessor and Lessee as of such date. If the premises are damaged but not rendered wholly untenable, Lessee shall have the option to restore the premises to substantially the same condition as before the damage, as speedily as practicable or to terminate the lease. In the event that the Lessee opts to repair the damage the cost of any and all repairs required in the event of such damage shall be the sole responsibility of the Lessee.

10. INSURANCE

Lessor shall not be required to carry any insurance, with respect to the contents of the premises hereby leased and the sole risk of loss shall be on Lessee of any such contents as may be placed by Lessee within the premises.

Lessee shall, at its expense, procure and throughout the time that this lease is in force, maintain the following insurance:

Comprehensive Public Liability Insurance (also known as General Liability Coverage), on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury, death and medical payments to any one person and Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury or death to more than one person and Five Hundred Thousand Dollars (\$500,000.00) for damage to property.

11. INDEMNITY

Lessee shall indemnify and save harmless Lessor from and against any and all loss, cost (including reasonable attorney's fees), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims (including claims arising from the condition of the leased premises or of any driveway, sidewalk, or parking lot on or adjacent to the leased Premises) for damages as a result of injury or death of any person or property damage to any property sustained by:

- A. Lessee, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages; and
- B. All other persons, including Lessor's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect on or about the leased premises (including any driveway, sidewalk, or parking lot adjacent to the leased premises) by Lessee, Lessee's partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by Lessee or any failure of Lessee to comply with the provisions of this lease.
- C. In the event that any action or proceeding is brought against Lessor by reason of any such claim, then Lessee, upon notice from Lessor, shall defend such action or proceeding at Lessee's cost, and Lessee shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against Lessor. The obligations imposed on Lessee by this paragraph accruing prior to any termination of the initial or any subsequent term of this lease shall survive such termination.

12.

GOVERNMENTAL ORDERS

Lessee agrees, at its sole expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of said premises. Lessee further agrees that Lessor provides no warranty or assurance that Lessee complies with applicable laws and regulations of the City of Duluth, State of Georgia, or the United States of America, and that inability or failure by Lessee to pursue or further its business purpose or any portion thereof shall not equate to any liability on Lessor's part for such inability or such failure.

13.

ASSIGNMENT AND SUBLETTING

The provisions of this paragraph shall remain of full force and effect with regard to any such assignment, sublease or substitution of any person, firm or corporation as Lessee.

14.
DEFAULTS BY LESSEE/CANCELLATION OF LEASE BY LESSOR

It is mutually agreed that (I) if the Lessee shall default in the payment of rent herein reserved, when due and fails to cure said default on demand; or (ii) if Lessee shall default in performing or complying with any of the terms, covenants, conditions and requirements imposed on Lessee under the provisions of this lease, other than the provision requiring the payment of rent, and the Lessee fails to cure such default within ten (10) days after the date of receipt of written notice of default from Lessor; or (iii) if Lessee is adjudicated bankrupt; or (iv) if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (6) days after written notice from Lessor to Lessee to obtain such removal; or (v) if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or (vi) if Lessee makes an assignment for benefit of creditors; or (vii) if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor, at its option, may at once terminate this Lease by written notice to Lessee; whereupon this lease shall end. Any notice provided for in this paragraph may be given by Lessor or his attorney or agent. Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith reenter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible detainer or other tort.

15.
MORTGAGEE'S RIGHTS

Lessee's rights shall be subject to any bona fide mortgage or bonded indebtedness or deed to secure debt which is now, or may hereafter be, placed upon the premises by Lessor. Lessee agrees to execute any tenant estoppel letter or Attornment Agreement which any present or future lender may require acknowledging that this lease shall be subject and subordinate to any such mortgage or loan deed or Deed to Secure Debt.

16.
NO ESTATE IN LAND

This contract shall create the relationship of Lessor and Lessee between the parties thereto; no estate shall pass out of the Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee.

17.
HOLDING OVER

If Lessee remains in possession of premises after expiration of the lease term hereof, including any renewal or extension thereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at sufferance at rental rate in effect at end of this lease; and there shall be no renewal of this lease by operation of law or modification of the terms of this lease, including the rental rate, without the express written agreement of the Lessor

18.
ATTORNEY'S FEES AND HOMESTEAD

If any rent owing under the terms of this lease is collected by or through an attorney at law, Lessee agrees to pay fifteen (15%) per cent thereof as attorney's fees. Lessee waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this lease.

19.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

20.
WAIVER OF RIGHTS

No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

21.
TIME OF ESSENCE

Time is of the essence of this agreement.

22.
CONDITION AND REPAIR OF PREMISES

The parties expressly acknowledge that this is a commercial lease and that the Lessee is taking on all repair and maintenance obligations under this lease. Lessee shall be responsible for cleaning the premises regularly and shall leave the premises in the same condition as delivered free and clear of litter and trash. Any and all repairs, maintenance and upkeep that are necessary

or that may become necessary shall be the sole responsibility of the Lessee and shall be paid for by the Lessee. Repairs and maintenance includes but is not limited to problems, maintenance or damage to roofing, exterior walls, foundation, plumbing, heating, ventilating and air systems, electrical systems and any and all other problems that may arise with the building

23.
SIGNS

No sign, billboard, or other advertising may be placed on the leased premises or the building which is located on the premises, or on the grounds outside the leased premises by Lessee without Lessor's prior written approval. Lessor reserves the right to approve the size, and style set forth on any such sign and Lessor shall have the right to specify and designate wherein any such sign shall be placed with reference to the leased premises as well as the manner and method of installation of any such sign.

24.
LATE PENALTY ON RENT

In the event that Lessor does not receive the rents due to be paid by Lessee hereunder on or before the fifth (5th) day of each month during the lease term hereof, then and in that event, the Lessee shall be liable to pay a late charge in the amount of five (5%) per cent of such monthly rental not so paid which late charge of five (5%) per cent shall continue to accrue for each and every month or part thereof during which such monthly rental is not paid. In the event that Lessee makes a rental payment which is received by Lessor after the fifth (5th) day of the month, Lessor shall be privileged to accept such regular lease payment and Lessor shall not be deemed to have waived Lessor's right to demand the late charges provided for herein by virtue of the acceptance of such rent check and Lessor may invoice Lessee for such late charge, which late charge shall be due and payable by Lessee upon receipt of such invoice from Lessor.

25.
RENEWAL

This Lease shall be automatically renewed for subsequent periods of one year unless terminated in writing by Lessor or Lessee at least thirty (30) days prior to the date of termination.

26.
ENTIRE AGREEMENT

This Lease contains the entire agreement of the Parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein, shall be of any force or effect, and no modification of this agreement may be made or shall be effective unless the same shall be reduced to writing and signed by the Parties hereto.

27.

APPLICABLE LAW

The parties hereto acknowledge and agree that this Lease Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Lease under their hands and seals, the day and year first above written.

PARTY OF THE FIRST PART (LESSOR)

CITY OF DULUTH, GEORGIA

BY: _____
James Riker, City Administrator

ATTEST:

BY: _____
Teresa Lynn, City Clerk

PARTIES OF THE SECOND PART (LESSEE)

WOODS FUTURE INVESTMENTS, LLC

BY: _____

TITLE:

ATTEST:

BY:

**ORDINANCE 02024-03
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 recognize 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 Comprehensive Plan; 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 February 5, 2023, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the text amendment (TA2023-004) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on February 12, 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 12th day of January 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”

Table 2-C: Principal Uses Allowed by Zoning District

A Use is allowed by right in the zoning district indicated

S Use is allowed in the district if approved as a Special Use

A/S Use is allowed by right unless approval as a Special Use is required in Article 3

| NAICS 2022 | PRINCIPAL USES | M-1 |
|---------------------------------|--------------------------|-----|
| <i>Other Business Services:</i> | | |
| 72232 | Special Event Facilities | S |

Exhibit "B"

Public Notice

Gdp8820
gpn13
**CITY OF DULUTH
NOTICE OF PUBLIC
MEETING**
NOTICE IS HEREBY GIVEN that a public meeting will be held before Mayor and Council consider a request to amend the City of Duluth's Unified Development Code from JBCS Property Group to add language requiring Special Use approval for event facilities in the M-1 district. The public is invited to attend this meeting before Mayor and Council. The meeting date, place and time regarding this matter are as follows:

**WHEN: February 12th,
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 the potential amendment to the Unified Development Code, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public meeting 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 meeting. Written comments may be sent to the following address:

**City of Duluth ATTN:
Planning Department
3167 Main Street Duluth,
GA 30096 OR Email:
Planning@duluthga.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.
1/14,2024

CITY OF DULUTH
Mayor and Council
Staff Report
February 12, 2024

| | |
|-------------------------|---|
| CASE NUMBER: | TA2023-004 |
| REQUEST: | Text Amendments to allow Special Events Facilities (NAICS 72232) in M-1 (Light Industrial District) as a Special Use. |
| OWNER/APPLICANT: | JBCS Property Group C/O Brenda Sim 4675 River Green Pkwy Duluth, GA 30096 |

| | |
|---|-----------------|
| Staff Recommendation | Approval |
| Planning Commission Recommendation | Approval |

I. Description of Request:

The applicant is requesting to amend Table 2-C of the Unified Development Code (UDC) to allow Special Events Facilities as a Special Use in M-1 (Light Industrial Zoning District).

II. Background:

One of the tenant spaces at 4675 River Green Parkway has been vacant for the past six months. Prior to its vacancy, it was occupied by KTN Ballroom for 15 years (from 2008-2023). When the UDC was adopted in 2015, Special Events Facilities were only allowed by special use in C-2 (General Business District), HC-Retail (Highway Commercial-Retail District), and HC-Auto (Highway Commercial-Auto District). 4675 River Green Parkway was operating under legal non-conforming status until KTN Ballroom vacated in early 2023.

Unbeknownst to the owners of 4675 River Green Parkway, when KTN Ballroom moved out and they began renovations to the dated interior of the building bringing the Ballroom to modern standards they did not realize that after six months of legal non-conforming non-use had lapsed, the prior use would become illegal. After the renovations had taken place, the new tenant attempted to obtain a Zoning Certificate and Business License. These were denied based on the use not being allowed in M-1 zoning as well as the lapse of non-conforming use being greater than 6 months.

This series of events prompted the owners to seek compliance with the UDC, which has led them to apply for this text amendment as a step in a series of steps in order to rectify the non-compliance and allow the use to return to their facility.

III. Planning Staff Review:

Special Events facilities are currently not allowed within M-1 (Light Industrial District). There are very few disparate M-1 parcels throughout the City. The largest conglomeration of M-1 parcels lies within River Green Business Park. Within River Green, which is all M-1, there are several non M-1 uses, such as: two charter schools, a language school, park land and the El Salvadorian Consulate.

Though these uses are not M-1 in nature, they do not detract from the M-1 uses taking place within River Green. Allowing the continuance of an established use within River Green would, likewise, not detract from the highest and best uses of River Green. It is staff's recommendation that the continuation of 4675 River Green Parkway as a ballroom would not detract from or hinder the other M-1 uses within River Green, but would activate a space during a time when the River Green Development is not typically in use, namely in the evenings and on the weekends.

1. Standards for Code Amendments

Section 1305.04 of the UDC establishes the standards governing the code amendments. The following standards are relevant in balancing the interest and promoting public health, safety and general welfare against the right to the unrestricted use of property:

- A. Is the proposed amendment consistent with the purpose and intent of this Development Code as stated under Article 1?
- B. Does the proposed amendment further or is it compatible with the purpose and intent of the Comprehensive Plan?

- C. Is the proposed amendment required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?
- D. Does the proposed amendment reasonably promote public health, safety, morality or general welfare?

The Applicant has provided written responses to the above Code Amendment Standards as part of the application. That document is attached hereto as Exhibit "A".

IV. RECOMMENDATION

Staff recommends **Approval** of case TA2023-004.

Planning Commission recommends Approval of case TA2023-004.

ATTACHMENTS:

Exhibit "A": Applicant's Responses to the Standards for Code Amendments

Exhibit "B": Public Hearing Advertisement/Public Notice

Exhibit "A"
Applicant's Responses to the Standards for Code Amendments

A. Is the proposed amendment consistent with the purpose and intent of this Development Code as stated under Article 1?

Yes, we believe that allowing an events facility with a Special Use Permit within an M-1 Zone is consistent with the Development code Article 1.

Recently, over \$300,000 was invested to ensure the building was in excellent condition [sic] was a beautiful events facility that will surely bring commerce to Duluth.

B. Does the proposed amendment further or is it compatible with the purpose and intent of the Comprehensive Plan?

Yes, we believe that allowing an events facility with a Special Use Permit within an M-1 Zone is consistent with the Comprehensive Plan under Article 1. An events facility business was at the same location for 15 years before and we did not realize that the SUP requirement had changed. We hope this amendment will pass as the building will be vacant starting in January 2024, as the current broadcast business was sold and the operations will move to Midtown in January 2024.

C. Is the proposed amendment required to adequately address new or changing conditions or to properly implement the Comprehensive Plan?

Yes, we believe that River Green Business Park currently has businesses with more versatile use than 'light industrial' as it is zoned currently. There are soccer fields and schools that all 'gather' people and the community together. Allowing events to be held at an events facility are consistent with the business in the River Green Business Park.

D. Does the proposed amendment reasonably promote the public health, safety, morality or general welfare?

Yes.

Exhibit "B"**Public Hearing Advertisement/Public Notice Gwinnett Daily Post 1/16/2023**

Gdp8820

gpn13

**CITY OF DULUTH
NOTICE OF PUBLIC
MEETING**

NOTICE IS HEREBY GIVEN that a public meeting will be held before Mayor and Council consider a request to amend the City of Duluth's Unified Development Code from JBGS Property Group to add language requiring Special Use approval for event facilities in the M-1 district. The public is invited to attend this meeting before Mayor and Council. The meeting date, place and time regarding this matter are as follows:

WHEN: February 12th, 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 the potential amendment to the Unified Development Code, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public meeting 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 meeting. Written comments may be sent to the following address:

City of Duluth ATTN: Planning Department 3167 Main Street Duluth, GA 30096 OR Email: Planning@duluthga.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.

1/14,2024

**ORDINANCE OF REZONING
O2024-04
CITY OF DULUTH**

AN ORDINANCE GRANTING SPECIAL USE APPROVAL TO OPERATE AN EVENT FACILITY IN THE M-1 (LIGHT INDUSTRIAL DISTRICT) ZONING DISTRICT LOCATED ON A ± 2.94 ACRE PROPERTY IN LAND LOTS 321 322 325 and 326 OF THE 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R6325 033 ADDRESSED AS 4675 RIVERGREEN PARKWAY, DULUTH, GEORGIA 30096. THE PROPERTY, GENERALLY KNOWN AS “4675 RIVERGREEN PARKWAY”, IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT “B”. THE ORDINANCE PROVIDES FOR FINDINGS, ESTABLISHES CONDITIONS OF APPROVAL AS SHOWN ON ATTACHED EXHIBIT “C”, PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.

WHEREAS, the applicant, JBCS Property Group., has filed a complete application (SU2023-010) with the City of Duluth seeking Special Use approval to operate an events facility in the M-1 (Light Industrial) zoning district; and

WHEREAS, per Article 11 of the Duluth Unified Development Code, a Special Use must be approved by the Governing Body; and

WHEREAS, the City of Duluth Planning Commission held a public hearing at the meeting of February 5th 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. At the February 5th, 2024 meeting, the Planning Commission recommended approval with conditions as is set forth in the minutes of said meeting; and

WHEREAS, the City Council held a public hearing at the meeting of February 12th, 2024 duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding said application, as shall be 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 as follows:

SECTION 1. FINDINGS.

Pursuant to Article 11 of the Duluth Unified Development Code, the City Council finds that it is appropriate to grant special use approval to the property, for the following reasons:

- A. The special use is suitable given the use and development of adjacent and nearby properties.
- B. The proposed special use is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties.
- C. The proposed special use is not anticipated to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

D. The Future Land-Use and Development section and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan, 2040) identifies the Character Area of this property as the Rivergreen Employment District. Special Use approval to operate an events facility in the M-1 (Light Industrial) zoning district is consistent with the spirit and intent of the Comprehensive Plan.

SECTION 2. LEGAL DESCRIPTION.

The property that is subject to this ordinance consists of ±2.94 acres and is legally described on Exhibit “B”, attached hereto. Said Exhibit is incorporated by reference as if fully set forth herein.

SECTION 3. SEVERABILITY.

Should any section or provision of this Ordinance or any Ordinance pertaining to the companion applications as identified above be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of this Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 4. EFFECTIVE DATE.

The effective date of this Ordinance shall be upon approval by the City Council of the City of Duluth, Georgia.

SECTION 5. REPEALER.

All conflicting ordinances and conditions are hereby repealed and replaced with the conditions of approval set forth in this Ordinance O2024-04.

ATTACHMENTS:

Exhibit “A”: Maps

Exhibit “B”: Legal Description

Exhibit “C”: Conditions of Approval

Exhibit “D”: Site Plan

Exhibit “E”: Applicant’s Responses to the Standards Governing Special Use Consideration

Exhibit “F”: Public Notice

{Signatures on the following page}

IT IS SO ORDAINED this 12th day of February, 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

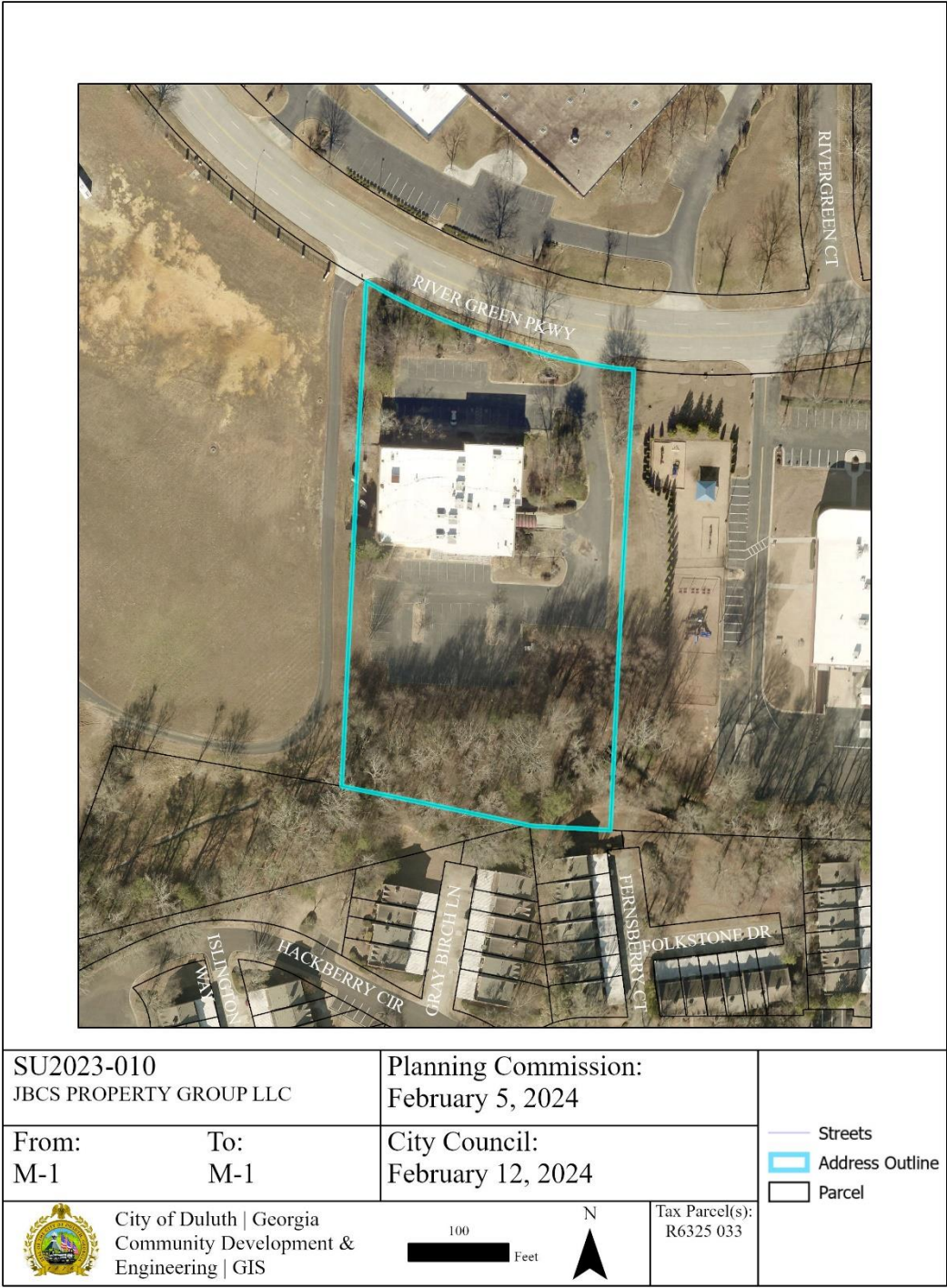
Shenée Johnson Holloway, Post 5

Those councilmembers voting in opposition:

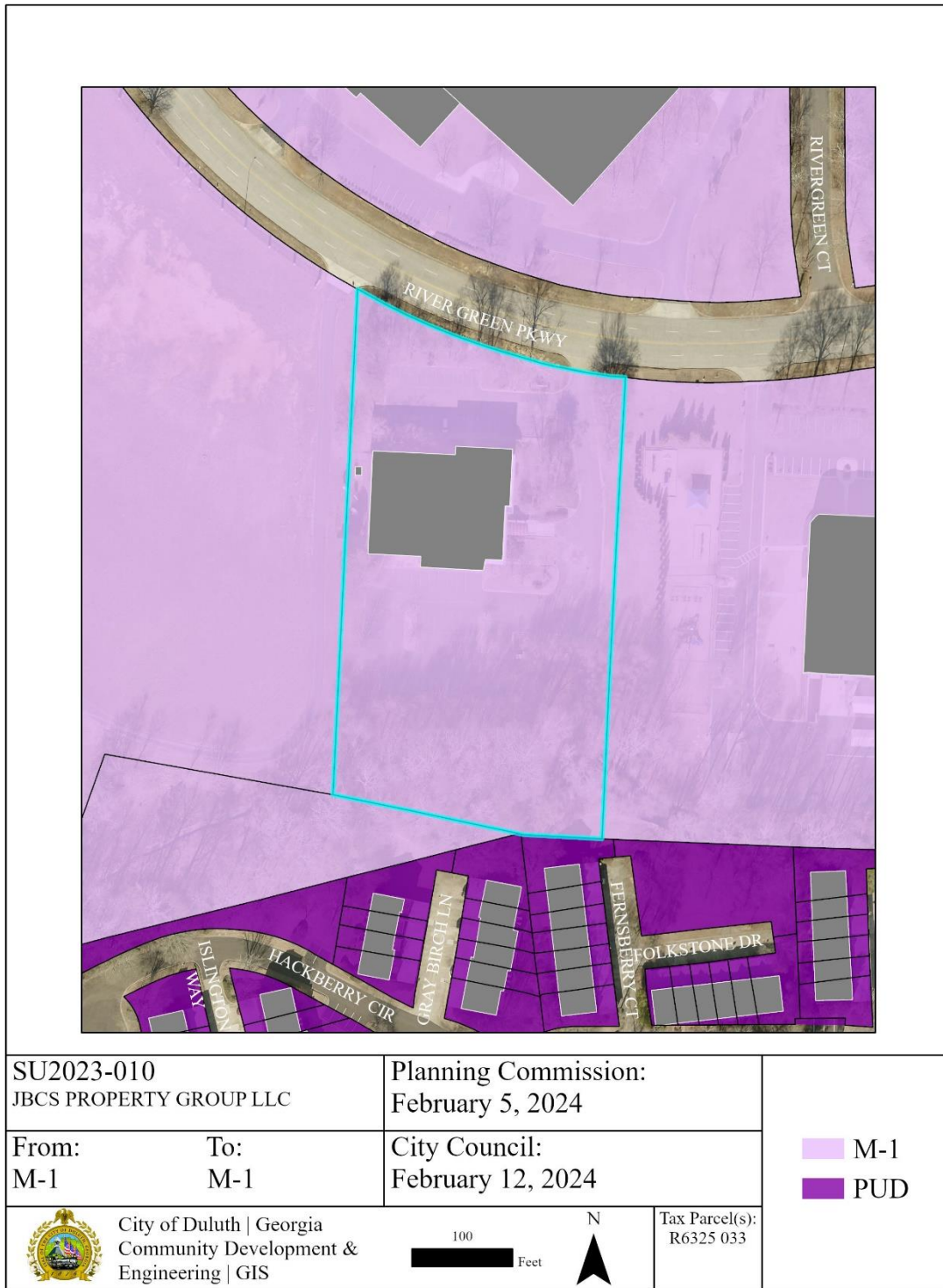
ATTEST: _____
Teresa Lynn, Asst. City Mgr/City Clerk

**Exhibit “A”
Maps**

Location Map



Zoning Map



Character Areas Map

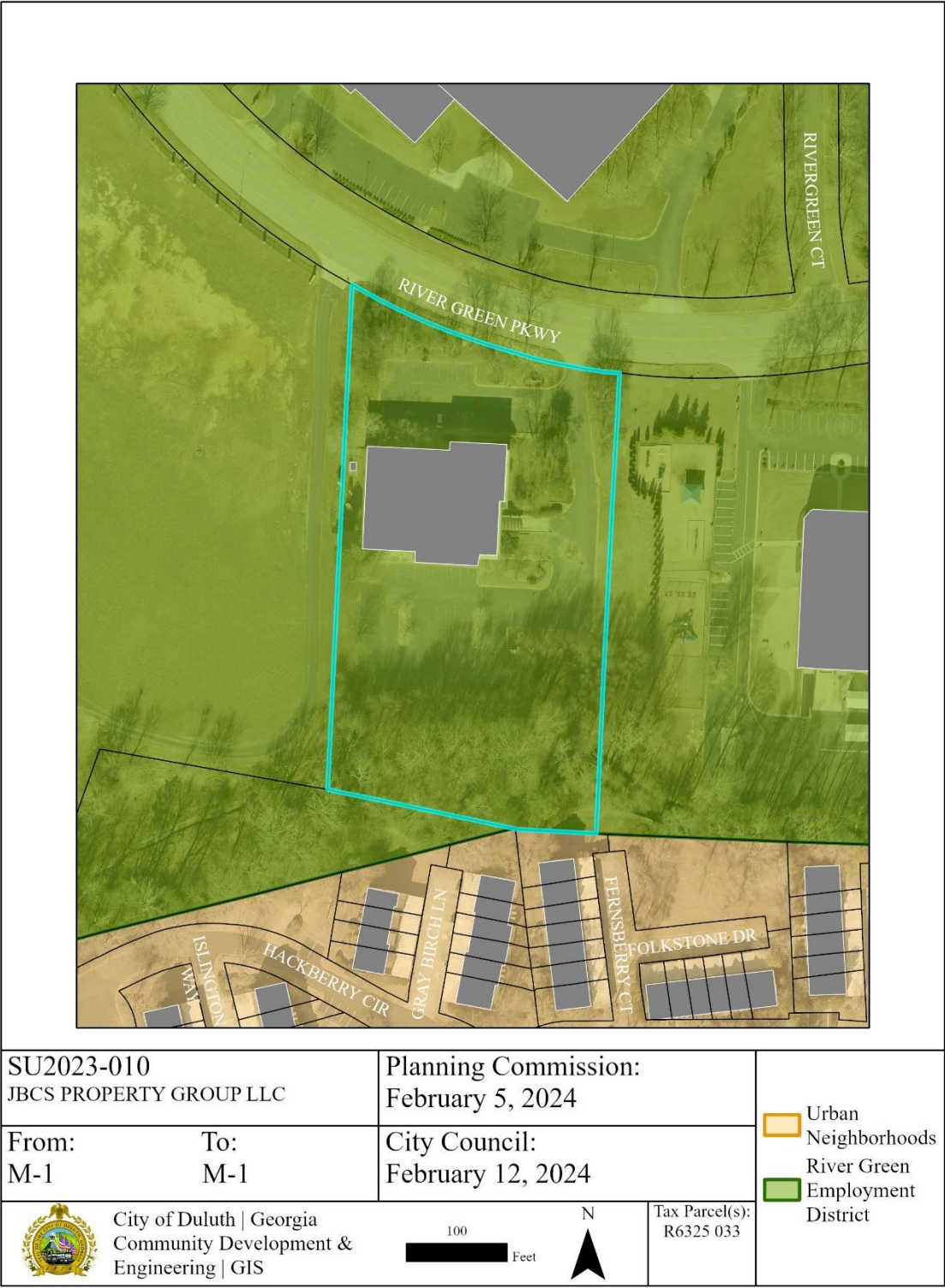


Exhibit "B"
Legal Description

ALL THAT tract or parcel of land lying and being in Land Lots 321, 322, 325 and 326 of the 6th District, City of Duluth, Gwinnett, County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING start at the point of intersectoin of the westerly right of way of Peachtree Industiral Boulevard (150 foot right-of-way) and the southerly right of way of River Green Parkway (110 foot right of way); running thence north 51 degrees 0 minutes 0 seconds west along said southerly right-of-way of River Green Parkway 119.73 feet to a point; running thence in an arc along said southerly right of way of River Green Parkway a distance of 804.76 feet to a point, said arc having chord which runs north 73 degrees 3 minutes 43 seconds west 785.02 feet and said arc having a radius of 1,045.0 feet; running thence north 05 degrees 7 minutes 25 seconds west 15.0 feet to a point, said point being where the right of way of River Green Parkway changes in width from 110 feet to 80 feet; running thence south 84 degrees 52 minutes 35 seconds west along the southerly right of way of River Green Parkway 430.0 feet to a point; thence in an arc along said southerly right of way of River Green Parkway 184.63 feet to the TRUE POINT OF BEGINNING, said arc having a chord which runs north 87 degrees 58 minutes 34 seconds west a distance of 184.15 feet and said arc having a radius of 740.0 feet; thence leaving said southerly right of way of River Green Parkway and running south 5 degrees 9 minutes 4 seconds west 459.66 feet to a point; thence north 84 degrees 50 minutes 56 seconds west 81.54 feet to a point; thence north 76 degrees 10 minutes 55 seconds west 189.65 feet to a point; thence north 5 degrees 9 minutes 4 seconds east 502.4 feet to a point, said point being on the southerly right of way of River Green Parkway; thence in an arc along said southerly right of way of River Green Parkway 280.0 feet to said True Point of Beginning, said arc having a chord which runs south 69 degrees 59 minutes 19 seconds east a distance of 278.33 feet and said arc having a radius of 740.0 feet.

Said tract containing 2.941 acres and being in accordance with a plat prepared by Moreland Altobelli Associates, Inc., dated October 13, 1988.

There is alos conveyed herewith, all rights and easements relating to the above described property established by that certain Declaration of Reciprocal Easements by Partridge Green, Inc., dated May 113, 1987, and recorded in Deed Book 4309, Page 110 of the Gwinnett County, Georgia Deed Records.

Exhibit "C"

Conditions of Approval

General

- I.** The Special Use (SU2023-010) is hereby approved for Brenda Sim/JBCS Property Group and their successors, for the operation of an events facility within an M-1 zoning district. Notwithstanding, all Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. Therefore, all subsequent conditions must be met before a business license will be issued.

Once established:

1. If the use changes, the Special Use is hereby terminated.
 2. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
 3. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.
- II.** The subject property shall be developed in accordance with the Master Concept Plan, Building Elevations, and all applicable exhibits contained herein except as modified by the conditions contained herein on file in the office of Community Development and Engineering. Minor modifications may be approved by the Director consistent with the spirit and intent of this approval. Any changes that result in a development of such intent and character that has not been conceptually approved by the City Council shall require additional approval in accordance with procedures established in the Procedures and Permits Article of the Unified Development Code for a revision of conditions of special use approval.
- III.** An outdoor lighting plan shall be approved by the Director of Community Development and Engineering prior to the issuance of a development permit. The lighting plan shall include location, type, and operation of all exterior lighting on the site. Site lighting shall be maintained in good repair and operational at all times. The lighting plan must demonstrate how there will be no light intrusion into the neighboring residentially zoned properties.
- IV.** There shall be no outdoor storage of any kind at any time.
- V.** There shall be a dumpster enclosure around the dumpster in accordance with Section 306.07.
- VI.** The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted by the City of Duluth codes and ordinance shall be cause for revocation of the Special Use.
- VII.** The privilege of a Special Use is subject to all conditions that have been attached to it. The City Council may revoke any Special Use approval after it has been proven that the conditions have been violated. Revocation of the Special Use shall cause the use to become an illegal nonconformity, the continuation of which is strictly prohibited.

The Community Development and Engineering Department shall have the right to periodically examine the operation of the Special Use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten (10) days to come into compliance. If after ten (10) days the violations continue to exist, the

Exhibit “D”

Applicant’s Response to the Standards Governing Special Use Consideration

I. How the proposed special use will allow a use that is suitable in view of the use and development of adjacent and nearby property.

The events facility will primarily hold events on the weekends and the surrounding businesses (schools) will be closed. We do not believe there will be any conflict with the surrounding businesses.

II. How the proposed special use will adversely affect the existing use or usability of adjacent or nearby property.

Since an events facility will primarily hold events during non-normal business hours (weekends), we do not believe there will be any adverse effects on adjacent businesses.

III. Whether the property to be affected by a proposed special use has a reasonable economic use as currently zoned.

If an Events Facility is not allowed with a SUP, then our existing ballroom that was operating for over 15 years will need to be repurposed to a limited/small number of businesses that utilize a ballroom like venue. This will be detrimental to our building as it will sit vacant.

IV. Whether the proposed special use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Since the business will primarily operate on the weekends, there should be no burden to area businesses.

V. Whether the proposed special use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

Yes. Additionally, we believe that River Green Business Park currently has businesses with more versatile use than ‘light industrial’ as it is zoned currently. There are soccer fields and schools that all ‘gather’ people and the community together. Allowing an events facility is consistent with the businesses in the River Green Business Park.

VI. Whether there is other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the special use.

Exhibit "E"
Public Notice

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770) 7953050

ORDER CONFIRMATION (CONTINUED)

Salesperson: TINA PARTRIDGE

Printed at 01/08/24 16:48 by tpartej

Acct #: 238452

Ad #: 385177

Status: New

Gdp8823
gpn13
CITY OF DULUTH
NOTICE OF
PUBLIC HEARING
NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Brenda Sim, on approximately 2.941 acres of property in Land Lot 325, Rth District, Gwinnett County, located at 4675 River Green Pkwy, consisting of tax parcel 6325-033, case number SU2023-010. The special use request is to operate an Event Hall in the M-1 district. The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN: February 12th, 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 proposed special use, 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@duluthga.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 Terese 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.
1/14,2024



CITY OF DULUTH
Mayor and Council
Staff Report
February 12, 2024

| | |
|-------------------------|--|
| CASE NUMBER: | SU2023-010 |
| LOCATION: | 4675 River Green Parkway |
| PARCEL(S): | R6325 033 |
| CURRENT ZONING: | M-1 (Light Industrial District) |
| PROPOSED ZONING: | M-1 (Light Industrial District) with Special Use |
| ACREAGE: | +/- 2.94 acres |
| REQUEST: | Approval of Special Use to allow Special Events in an M-1 (Light Industrial District). |
| OWNER/APPLICANT: | <i>Owner:</i> Brenda Sim/JBCS Property Group 4675 River Green Parkway Duluth, GA 30096 <i>Applicant:</i> Brenda Sim/JBCS Property Group 4675 River Green Parkway Duluth, GA 30096 |

| | |
|--|---------------------------------|
| STAFF RECOMMENDATION: | Approval with Conditions |
| PLANNING COMMISSION RECOMMENDATION: | Approval with Conditions |

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of this Special Use request (SU2023-010) is to allow Special Events in the M-1 (Light Industrial) zoning district on the subject property.

Maps detailing the location, zoning district and character area of the subject property are attached hereto as Exhibit “A”. The legal description of the subject property is attached hereto as Exhibit “B”. Recommended conditions of approval are detailed in Exhibit “C”.

II. EXISTING CONDITIONS

The subject property totals +/- 2.94 acres. The subject property is currently zoned M-1 (Light Industrial District). There are currently no tenants in the two-story building. Telemundo Atlanta recently moved out (in January of 2024) as they were bought and moved their headquarters to Midtown Atlanta. North, south, and east of the property are all zoned M-1 (Light Industrial). The uses are not all light industrial, however. The property to the west is Notre Dame Academy Private School. The property to the east is a Charter School, New Life Academy of Excellence, which also occupies the building to the North of the subject property. There is a little bit of property adjacent to the subject property to the south, which is zoned PUD (Planned Unit Development) and it is residential.

III. REVIEW OF THE REQUEST**1. Literal Interpretation of the Unified Development Code (UDC)**

- A. Table 2-C of the UDC recommended that “Special Events” in the M-1 zoning district be permitted by way of Special Use if approved by Mayor and Council at the February 12th meeting.
- B. Section 1101.02 of the UDC states if a proposed use is not allowed by right under the existing zoning on a property, a request for an amendment to the Official Zoning Map (often called a “rezoning”) must be approved prior to development, construction, or occupancy.
- C. Section 1105 of the UDC establishes the Special Use Considerations.

The Special Use is designed to apply under any one of the following circumstances:

- 1. A Special Use listed under the zoning district is desired for development and a more intensive zoning district containing that use, as a use by right would not be appropriate for the property; or
- 2. A Special Use listed under the zoning district is desired for development and no zoning district contains that use as a use by right; or
- 3. A unique use not addressed in any zoning district is desired for development and is not likely to be duplicated within the City of Duluth; or
- 4. The density of development may be affected by the height of a building; or
- 5. The neighboring properties may be affected by the height of any structure; or

6. The Special Use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood and would not be in conflict with the overall objective of the Comprehensive Plan.

In order to accommodate these particular uses, Special Use approval allows the City Council to approve such a use on a particular parcel without changing the general zoning district. Such approval shall be subject to the requirements set forth below and any additional conditions deemed necessary to ensure the compatibility of the Special Use with the surrounding properties. All Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. A Special Use application shall be considered only if the application is made by the owner of the property or by his/her authorized agent. The minimum requirements for a Special Use approval are:

1. Any uses allowed under Special Use approval shall also conform to the requirements of this Development Code for all uses as found in the zoning district.
2. The application and review process for a Special Use shall be the same as for the zoning district under which the Special Use is found. In addition to the information and/or site plans which are required to be submitted for the proposed development, additional information deemed necessary by the Director in order to evaluate a proposed use and its relationship to the surrounding area shall be submitted. In the review process, particular emphasis shall be given to the evaluation of the characteristics of the proposed use in relationship to its immediate neighborhood and the compatibility of the proposed use with its neighborhood.
3. In the approval process for a Special Use approval application, the City Council shall consider the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area and shall consider the potential adverse impacts on the surrounding area, especially in regards but not limited to traffic, storm drainage, land values and compatibility of land use activities.
4. If an application is approved and a Special Use approval is granted, all conditions that may have been attached to the approval are binding to the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions.
5. Changes to a Special Use or development of a site for the Special Use, shall be treated as an amendment to the Special Use Permit and shall be subject to the same application and review process as a new application.
6. An application for Special Use approval in a residential district and which use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:
 - a. The Special Use shall operate within the dwelling on the property or, if approved by the City Council, in an accessory structure.

- b. The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of a Special Use to the neighborhood, except for any accessory structure approved by the City Council.
- 7. The owner of the property approved for a Special Use may voluntarily request termination of the Special Use by notifying the Director in writing. The Director shall notify the City Council through the Planning Commission of the voluntary termination. The approval of a Special Use for a specific use which may be operated by a lessee under a private agreement with a lessor in any non-residential district shall not obligate the City Council to be responsible for or be required to resolve any disputes which may arise out of the voluntary termination of the Special Use by the property owner.
- 8. The Community Development and Engineering Department shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If after ten days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property.
- 9. Upon approval by the City Council, a Special Use shall be identified on the official zoning maps.
- 10. Upon approval by the City Council of a Special Use, the owner of the property shall be issued a notice from the Director that states the specific use permitted, the requirements of this Section and any conditions attached to the approval.
- 11. The Community Development and Engineering Department shall not issue a Certificate of Occupancy for the specific use unless all requirements and conditions of the Special Use approval have been fulfilled by the owner of the property.

2. Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of property:

- A. How the proposed Special Use will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- B. How the proposed Special Use will adversely affect the existing use or usability of adjacent or nearby property.
- C. Whether the property to be affected by a proposed Special Use has a reasonable economic use as currently zoned.

- D. Whether the proposed Special Use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- E. Whether the proposed Special Use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.
- F. Whether there are other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the Special Use.

The Applicant has provided written responses to the above Special Use standards as part of the application. That document is attached hereto as Exhibit "F".

3. Literal Interpretation of FORWARDuluth, Plan 2040 (Comprehensive Plan)

The subject property is located in the River Green Employment District character area. FORWARDuluth envisions this Character Area to continue to be an economic engine for the city, serving as a major regional distribution and office hub. The Future Land Use Map (FLUM) envisions the uses to be commercial/retail/office.

IV. PLANNING STAFF REVIEW

One of the tenant spaces at 4675 River Green Parkway has been vacant for the past six months. Prior to its vacancy, it was occupied by KTN Ballroom for 15 years (from 2008-2023). When the UDC was adopted in 2015, Special Events Facilities were only allowed by special use in C-2 (General Business District), HC-Retail (Highway Commercial-Retail District), and HC-Auto (Highway Commercial-Auto District). 4675 River Green Parkway was operating under legal non-conforming status until KTN Ballroom vacated in early 2023.

Unbeknownst to the owners of 4675 River Green Parkway, when KTN Ballroom moved out and they began renovations to the dated interior of the building bringing the Ballroom to modern standards they did not realize that after six months of legal non-conforming non-use had lapsed the prior use would be illegal. After the renovations had taken place, the new tenant attempted to obtain a Zoning Certificate and Business License. These were denied based on the use not being allowed in M-1 zoning as well as the lapse of non-conforming use being greater than 6 months.

This series of events prompted the owners to seek compliance with the UDC, which has led them to apply for this Special Use Permit.

The Vision & Aspirations chapter and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan) identifies the Character Area of this property as the River Green Employment District. The River Green Employment District is currently a mix of uses with some small warehouses, a used car dealership and some other relatively small buildings. Within the River Green business park, there is a mix of light industrial, institutional and public assembly uses. The Comprehensive Plan describes the character of this area as being the economic engine for the city. Some of the aspirations for the character area are to continue to work with property owners and brokers to keep occupancy rates high within the River Green business park, improve city owned infrastructure within the office park,

including roads, sidewalks and drainage (much of which has already been done) and to perform an economic needs assessment to determine the areas capacity for, among other things, light industrial, professional office, institutional and residential land uses. Allowing a special events facility as a special use, keeps a building occupied that may otherwise not be occupied, it activates the space during non-peak hours, and continues to bring tax revenue to the city through an increase in visitors for the special events.

V. **RECOMMENDATION**

Staff recommends **Approval with conditions** of case SU2023-010.

Planning Commission recommends **Approval with conditions** of case SU2023-010.

ATTACHMENTS:

Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Conditions of Approval

Exhibit "D": Applicant's Responses to the Standards Governing Special Use Consideration

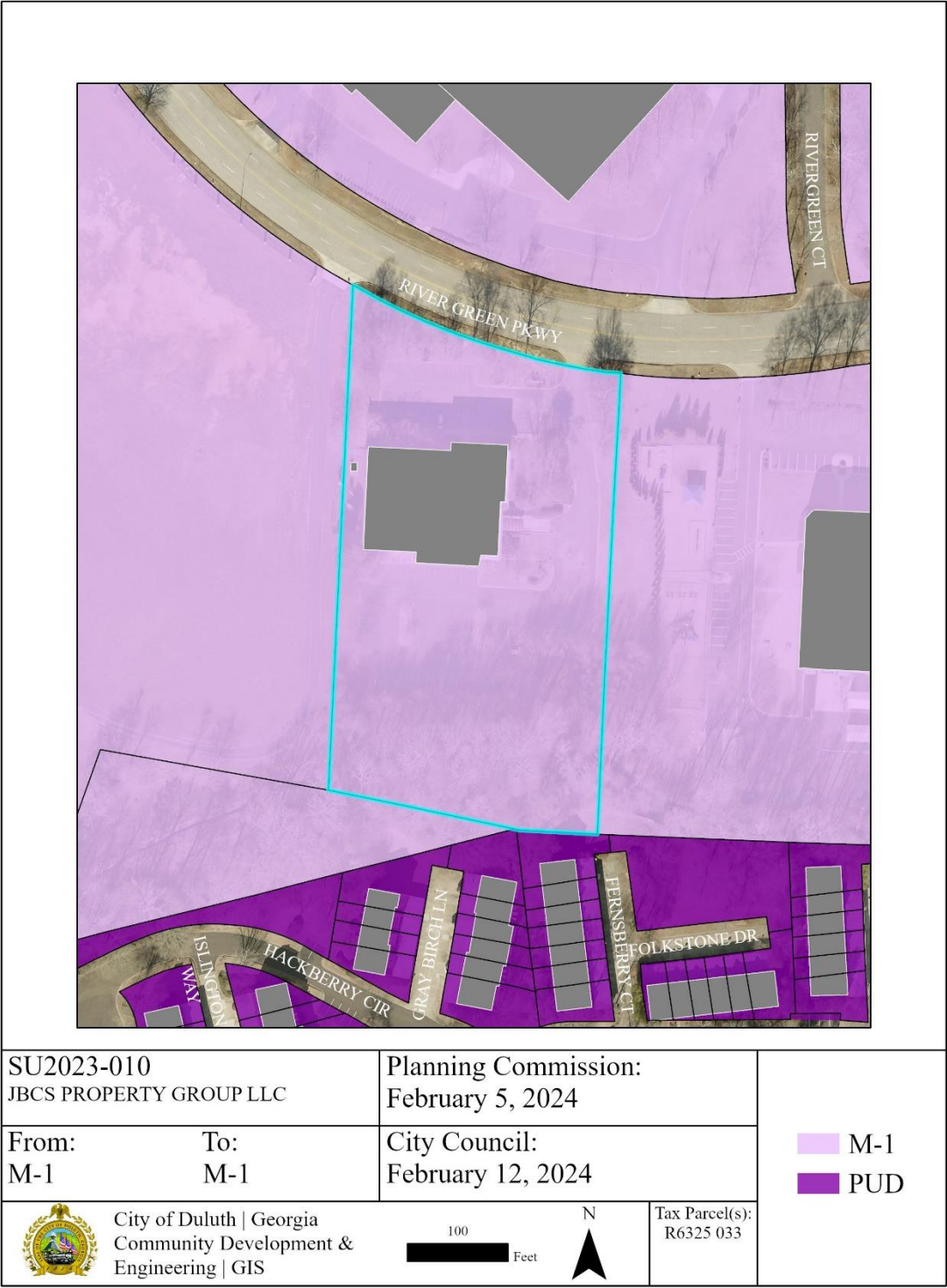
Exhibit "E": Public Hearing Advertisement/Public Notice

Exhibit "A"
Maps

Location Map



Zoning Map



Character Map

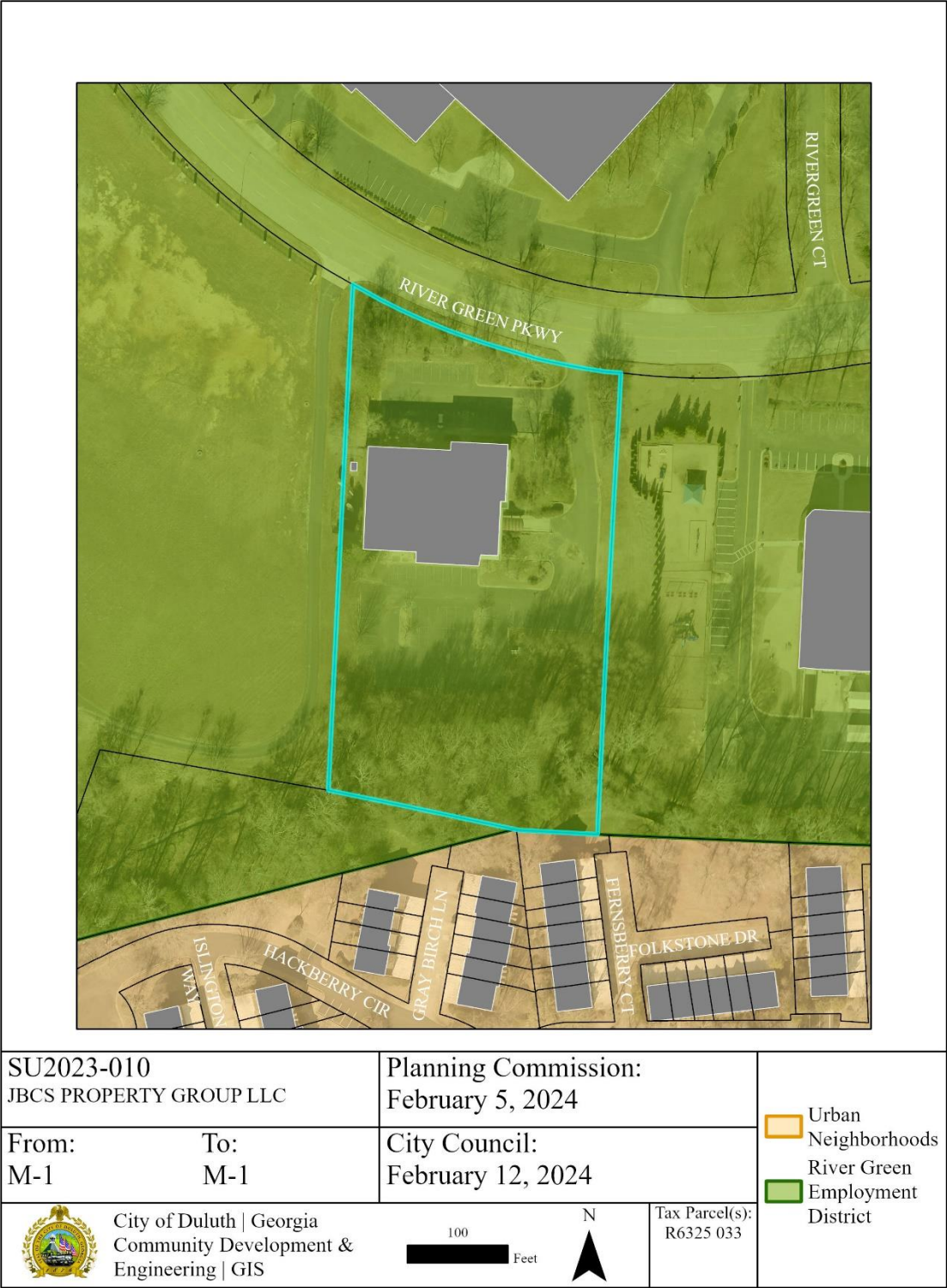


Exhibit "B"
Legal Description

ALL THAT tract or parcel of land lying and being in Land Lots 321, 322, 325 and 326 of the 6th District, City of Duluth, Gwinnett, County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING start at the point of intersectoin of the westerly right of way of Peachtree Industiral Boulevard (150 foot right-of-way) and the southerly right of way of River Green Parkway (110 foot right of way); running thence north 51 degrees 0 minutes 0 seconds west along said southerly right-of-way of River Green Parkway 119.73 feet to a point; running thence in an arc along said southerly right of way of River Green Parkway a distance of 804.76 feet to a point, said arc having chord which runs north 73 degrees 3 minutes 43 seconds west 785.02 feet and said arc having a radius of 1,045.0 feet; running thence north 05 degrees 7 minutes 25 seconds west 15.0 feet to a point, said point being where the right of way of River Green Parkway changes in width from 110 feet to 80 feet; running thence south 84 degrees 52 minutes 35 seconds west along the southerly right of way of River Green Parkway 430.0 feet to a point; thence in an arc along said southerly right of way of River Green Parkway 184.63 feet to the TRUE POINT OF BEGINNING, said arc having a chord which runs north 87 degrees 58 minutes 34 seconds west a distance of 184.15 feet and said arc having a radius of 740.0 feet; thence leaving said southerly right of way of River Green Parkway and running south 5 degrees 9 minutes 4 seconds west 459.66 feet to a point; thence north 84 degrees 50 minutes 56 seconds west 81.54 feet to a point; thence north 76 degrees 10 minutes 55 seconds west 189.65 feet to a point; thence north 5 degrees 9 minutes 4 seconds east 502.4 feet to a point, said point being on the southerly right of way of River Green Parkway; thence in an arc along said southerly right of way of River Green Parkway 280.0 feet to said True Point of Beginning, said arc having a chord which runs south 69 degrees 59 minutes 19 seconds east a distance of 278.33 feet and said arc having a radius of 740.0 feet.

Said tract containing 2.941 acres and being in accordance with a plat prepared by Moreland Altobelli Associates, Inc., dated October 13, 1988.

There is alos conveyed herewith, all rights and easements relating to the above described property established by that certain Declaration of Reciprocal Easements by Partridge Green, Inc., dated May 113, 1987, and recorded in Deed Book 4309, Page 110 of the Gwinnett County, Georgia Deed Records.

Exhibit "C"
Conditions of Approval

General

1. The Special Use (SU2023-010) is hereby approved for Brenda Sim/JBCS Property Group and their successors, for the operation of an events facility within an M-1 zoning district. Notwithstanding, all Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. Therefore, all subsequent conditions must be met before a business license will be issued.

Once established:

- A. If the use changes, the Special Use is hereby terminated.
 - B. If the use is discontinued or abandoned for a period of ninety (90) days, regardless of the intent of the owner or occupier to resume the use, the Special Use is hereby terminated.
 - C. If the use is extended in any way, either on the same or adjoining property, the Special Use is terminated.
2. The subject property shall be developed in accordance with the Master Concept Plan, Building Elevations, and all applicable exhibits contained herein except as modified by the conditions contained herein on file in the office of Community Development and Engineering. Minor modifications may be approved by the Director consistent with the spirit and intent of this approval. Any changes that result in a development of such intent and character that has not been conceptually approved by the City Council shall require additional approval in accordance with procedures established in the Procedures and Permits Article of the Unified Development Code for a revision of conditions of special use approval.
 3. An outdoor lighting plan shall be approved by the Director of Community Development and Engineering prior to the issuance of a development permit. The lighting plan shall include location, type, and operation of all exterior lighting on the site. Site lighting shall be maintained in good repair and operational at all times. The lighting plan must demonstrate how there will be no light intrusion into the neighboring residentially zoned properties.
 4. There shall be no outdoor storage of any kind at any time.
 5. There shall be a dumpster enclosure around the dumpster in accordance with Section 306.07.
 6. The property shall be maintained in a state of good repair at all times, free from any violations of the Property Maintenance Code; Unified Development Code; License and Business Regulations; Nuisance Codes, and any other codes adopted by the City of Duluth. Failure to maintain the property at or above the minimum standards adopted by the City of Duluth codes and ordinance shall be cause for revocation of the Special Use.
 7. The privilege of a Special Use is subject to all conditions that have been attached to it. The City Council may revoke any Special Use approval after it has been proven that the conditions have been violated. Revocation of the Special Use shall cause the use to become an illegal nonconformity, the continuation of which is strictly prohibited.

The Community Development and Engineering Department shall have the right to periodically examine the operation of the Special Use to determine compliance with the

requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten (10) days to come into compliance. If after ten (10) days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property. Notwithstanding, repeat violations within a period of sixty (60) days of the same nature shall not be required to give additional notice or time to correct prior to initiating revocation procedures outlined herein.

If violations are not corrected within the stated time frame, the City will notify the property owner and publish a public hearing notice for a public hearing to consider revocation of the Special Use, pursuant to O.C.G.A. § 36-66-4.

The Director of Community Development and Engineering shall notify the Planning Commission of the violation of conditions of the Special Use at the next regular Planning Commission meeting, and revocation of the Special Use Permit shall be considered at that time. The Planning Commission shall review the city staff report(s), take testimony from the property owner, and public testimony, and make a recommendation on the Special Use revocation to be forwarded to City Council. Following the Planning Commission recommendation, the City Council shall review the city staff report(s), take testimony from the property owner, and public testimony and make a decision on the Special Use revocation. The City Council may approve a resolution to revoke the Special Use and include authorization for the Director to order the Special Use to cease.. In the case of a terminated or revoked Special Use, the operations shall cease immediately.

Exhibit "D"**Applicant's Response to the Standards Governing Special Use Consideration****A. How the proposed special use will allow a use that is suitable in view of the use and development of adjacent and nearby property.**

The events facility will primarily hold events on the weekends and the surrounding businesses (schools) will be closed. We do not believe there will be any conflict with the surrounding businesses.

B. How the proposed special use will adversely affect the existing use or usability of adjacent or nearby property.

Since an events facility will primarily hold events during non-normal business hours (weekends), we do not believe there will be any adverse effects on adjacent businesses.

C. Whether the property to be affected by a proposed special use has a reasonable economic use as currently zoned.

If an Events Facility is not allowed with a SUP, then our existing ballroom that was operating for over 15 years will need to be repurposed to a limited/small number of businesses that utilize a ballroom like venue. This will be detrimental to our building as it will sit vacant.

D. Whether the proposed special use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Since the business will primarily operate on the weekends, there should be no burden to area businesses.

E. Whether the proposed special use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

Yes. Additionally, we believe that River Green Business Park currently has businesses with more versatile use than 'light industrial' as it is zoned currently. There are soccer fields and schools that all 'gather' people and the community together. Allowing an events facility is consistent with the businesses in the River Green Business Park.

F. Whether there is other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the special use.

None

Exhibit "E"
Public Notice

Public Notice Printed in Gwinnett Daily Post 1/16/2024

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-633
(770) 7953050

ORDER CONFIRMATION (CONTINUED)

Salesperson: TINA PARTRIDGE

Printed at 01/08/24 16:48 by tparttj

Acct #: 238452

Ad #: 385177

Status: New

Gdp0823
gent3
CITY OF DULUTH
NOTICE OF
PUBLIC HEARING

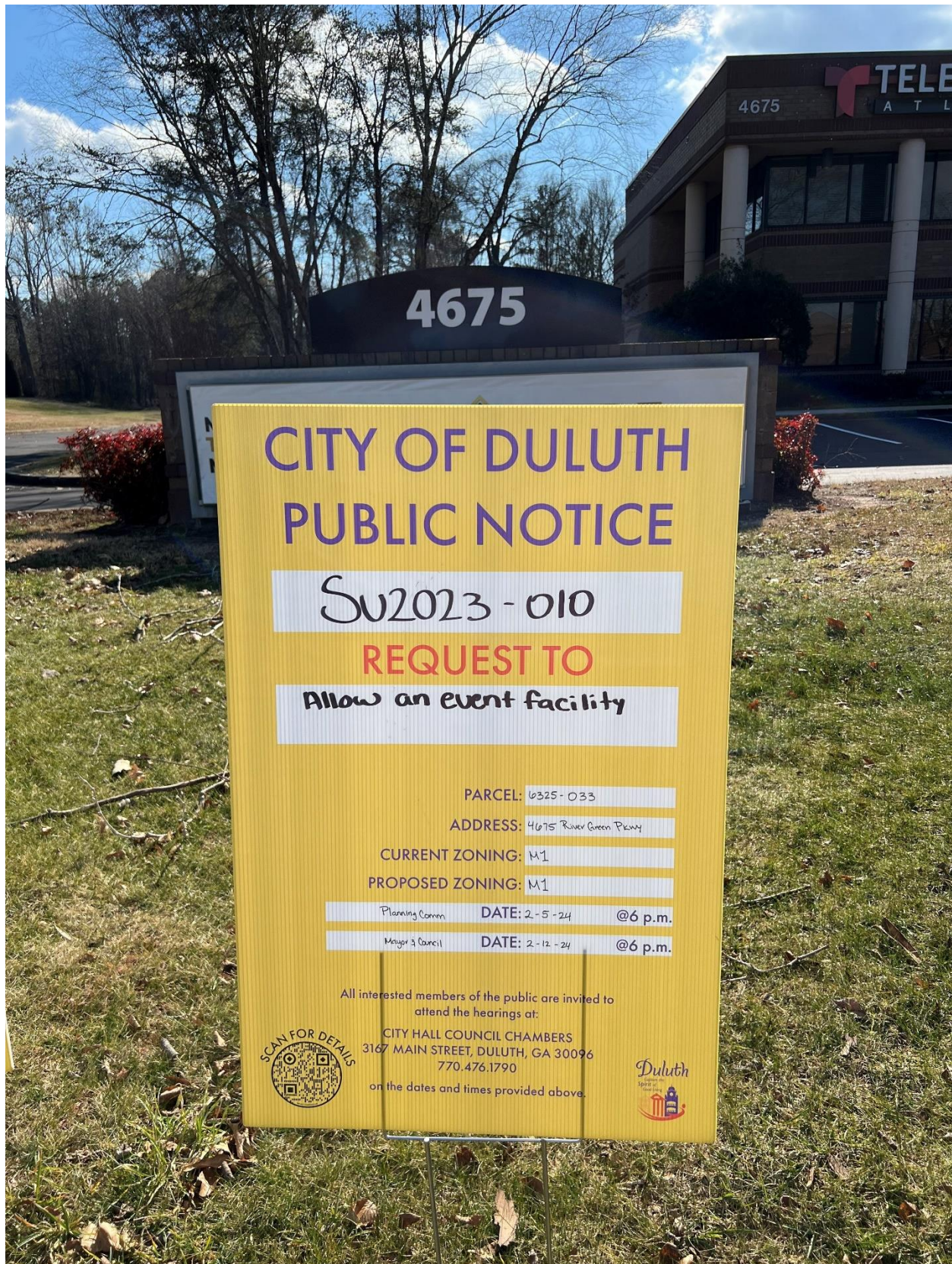
NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Brenda Sim, on approximately 2.941 acres of property in Land Lot 325, 8th District, Gwinnett County, located at 4675 River Green Pkwy, consisting of tax parcel 0325-035, case number SU2023-010. The special use request is to operate an Event Hall in the M-1 district. The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN: February 12th, 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 proposed special use, 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@duluthga.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) 476-8434 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.
1/14/2024



CITY OF DULUTH
Mayor and Council
Staff Report
February 12, 2024

| | |
|-------------------------|--|
| CASE NUMBER: | SU2023-009 |
| LOCATION: | 3863 Howell Springs Drive |
| PARCEL(S): | R6295 034 |
| CURRENT ZONING: | R-100 (Single-Family Residential District) |
| PROPOSED ZONING: | R-100 (Single-Family Residential District) with Special Use |
| ACREAGE: | +/- .64 acres |
| REQUEST: | Approval of Special Use to allow Short-Term Rentals in an R-100 (Single-Family Residential District). |
| OWNER/APPLICANT: | <i>Owner:</i> Thanh Tu Nguyen 3863 Howell Springs Drive Duluth, GA 30096 <i>Applicant:</i> Thanh Tu Nguyen 3863 Howell Springs Drive Duluth, GA 30096 |

| | |
|--|---------------|
| STAFF RECOMMENDATION: | Denial |
| PLANNING COMMISSION RECOMMENDATION: | Denial |

I. PURPOSE AND DESCRIPTION OF THE REQUEST

The purpose of this Special Use request (SU2023-009) is to allow a short-term rental in the R-100 (Single-Family Residential) zoning district.

Maps detailing the location, zoning district and character area of the subject property are attached hereto as Exhibit “A”. The legal description of the subject property is attached hereto as Exhibit “B”. Recommended conditions of approval are detailed in Exhibit “C”.

II. EXISTING CONDITIONS

The subject property totals +/- .64 acres. The home has 4 beds and 3 baths as listed on Airbnb. North, south, and east of the property are all zoned R-100 (Single-Family Residential District). The property to the West is zoned C-2 (General Business District).

III. REVIEW OF THE REQUEST

1. Literal Interpretation of the Unified Development Code (UDC)

- A. Table 2-C of the UDC allows “Other Transient Lodging” in the R-100 zoning district by way of Special Use approval from the Duluth City Council.
- B. Section 1101.02 of the UDC states if a proposed use is not allowed by right under the existing zoning on a property, a request for an amendment to the Official Zoning Map (often called a “rezoning”) must be approved prior to development, construction, or occupancy.
- C. Section 1105 of the UDC establishes the Special Use Considerations.

The Special Use is designed to apply under any one of the following circumstances:

- 1. A Special Use listed under the zoning district is desired for development and a more intensive zoning district containing that use, as a use by right would not be appropriate for the property; or
- 2. A Special Use listed under the zoning district is desired for development and no zoning district contains that use as a use by right; or
- 3. A unique use not addressed in any zoning district is desired for development and is not likely to be duplicated within the City of Duluth; or
- 4. The density of development may be affected by the height of a building; or
- 5. The neighboring properties may be affected by the height of any structure; or
- 6. The Special Use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood and would not be in conflict with the overall objective of the Comprehensive Plan.

In order to accommodate these particular uses, Special Use approval allows the City Council to approve such a use on a particular parcel without changing the general zoning district.

Such approval shall be subject to the requirements set forth below and any additional conditions deemed necessary to ensure the compatibility of the Special Use with the surrounding properties. All Special Use applications shall be for firm development proposals only. The Special Use shall not be used for securing early zoning for conceptual proposals that may not be undertaken for some time. A Special Use application shall be considered only if the application is made by the owner of the property or by his/her authorized agent. The minimum requirements for a Special Use approval are:

1. Any uses allowed under Special Use approval shall also conform to the requirements of this Development Code for all uses as found in the zoning district.
2. The application and review process for a Special Use shall be the same as for the zoning district under which the Special Use is found. In addition to the information and/or site plans which are required to be submitted for the proposed development, additional information deemed necessary by the Director in order to evaluate a proposed use and its relationship to the surrounding area shall be submitted. In the review process, particular emphasis shall be given to the evaluation of the characteristics of the proposed use in relationship to its immediate neighborhood and the compatibility of the proposed use with its neighborhood.
3. In the approval process for a Special Use approval application, the City Council shall consider the policies and objectives of the Comprehensive Plan, particularly in relationship to the proposed site and surrounding area and shall consider the potential adverse impacts on the surrounding area, especially in regards but not limited to traffic, storm drainage, land values and compatibility of land use activities.
4. If an application is approved and a Special Use approval is granted, all conditions that may have been attached to the approval are binding to the property. All subsequent development and use of the property shall be in accordance with the approved plan and conditions.
5. Changes to a Special Use or development of a site for the Special Use, shall be treated as an amendment to the Special Use Permit and shall be subject to the same application and review process as a new application.
6. An application for Special Use approval in a residential district and which use is proposed to operate in a dwelling or as an accessory use to a dwelling is subject to the following additional requirements:
 - a. The Special Use shall operate within the dwelling on the property or, if approved by the City Council, in an accessory structure.
 - b. The exterior character of the dwelling shall be preserved in its residential state and there shall be no outside evidence of the operation of a Special Use to the neighborhood, except for any accessory structure approved by the City Council.
7. The owner of the property approved for a Special Use may voluntarily request termination of the Special Use by notifying the Director in writing. The Director

shall notify the City Council through the Planning Commission of the voluntary termination. The approval of a Special Use for a specific use which may be operated by a lessee under a private agreement with a lessor in any non-residential district shall not obligate the City Council to be responsible for or be required to resolve any disputes which may arise out of the voluntary termination of the Special Use by the property owner.

8. The Community Development and Engineering Department shall have the right to periodically examine the operation of the specific use to determine compliance with the requirements and any conditions. If the Director determines that the requirements and conditions are being violated, a written notice shall be issued to the owner of the property outlining the nature of the violation and giving the owner of the property a maximum of ten days to come into compliance. If after ten days the violations continue to exist, the Director shall forward a report to the City Council through the Planning Commission who may recommend that action be taken to remove the Special Use from the property.
9. Upon approval by the City Council, a Special Use shall be identified on the official zoning maps.
10. Upon approval by the City Council of a Special Use, the owner of the property shall be issued a notice from the Director that states the specific use permitted, the requirements of this Section and any conditions attached to the approval.
11. The Community Development and Engineering Department shall not issue a Certificate of Occupancy for the specific use unless all requirements and conditions of the Special Use approval have been fulfilled by the owner of the property.

2. Standards Governing the Exercise of Zoning Power

Section 1104.02 of the UDC establishes the standards governing the exercise of zoning power. The following standards are relevant in balancing the interest and promoting the public health, safety, morality, and general welfare against the right to the unrestricted use of property:

- A. How the proposed Special Use will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- B. How the proposed Special Use will adversely affect the existing use or usability of adjacent or nearby property.
- C. Whether the property to be affected by a proposed Special Use has a reasonable economic use as currently zoned.
- D. Whether the proposed Special Use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- E. Whether the proposed Special Use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans

adopted for guiding development within the City of Duluth.

- F. Whether there are other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the Special Use.

The Applicant has provided written responses to the above Special Use standards as part of the application. That document is attached hereto as Exhibit “F”.

3. Literal Interpretation of FORWARDuluth, Plan 2040 (Comprehensive Plan)

The subject property is located in the Established Neighborhoods character area.. FORWARDuluth envisions this Character Area to serve as the backbone of Duluth’s residential community through the maintenance of a high level of owner occupancy, streetscape and infrastructure improvement in aging developments and an increase in walkability and connectivity. The Future Land Use Map (FLUM) envisions the uses to be low density residential.

IV. PLANNING STAFF REVIEW

The Vision & Aspirations chapter and supporting Character Area Map of FORWARDuluth (also known as the Comprehensive Plan) identifies the Character Area of this property as the Established Neighborhoods District. The Established Neighborhood District is currently developed low density residential neighborhoods with mostly R-100 (Single-Family Residential District) zoning. The Comprehensive Plan describes the character of these neighborhoods to attract people that value privacy, private yards, and proximity to schools and parks. Some of the aspirations for the character area are the maintenance of a high level of owner occupancy, the continuance of streetscape and infrastructure improvements in aging developments, and prioritization of the expansion of sewer lines into under-served neighborhoods. Short-Term rentals as a use does not align with the aspirations of the character area.

V. RECOMMENDATION

Staff recommends **Denial** of case SU2023-009.

Planning Commission recommends Denial of case SU2023-009.

ATTACHMENTS:

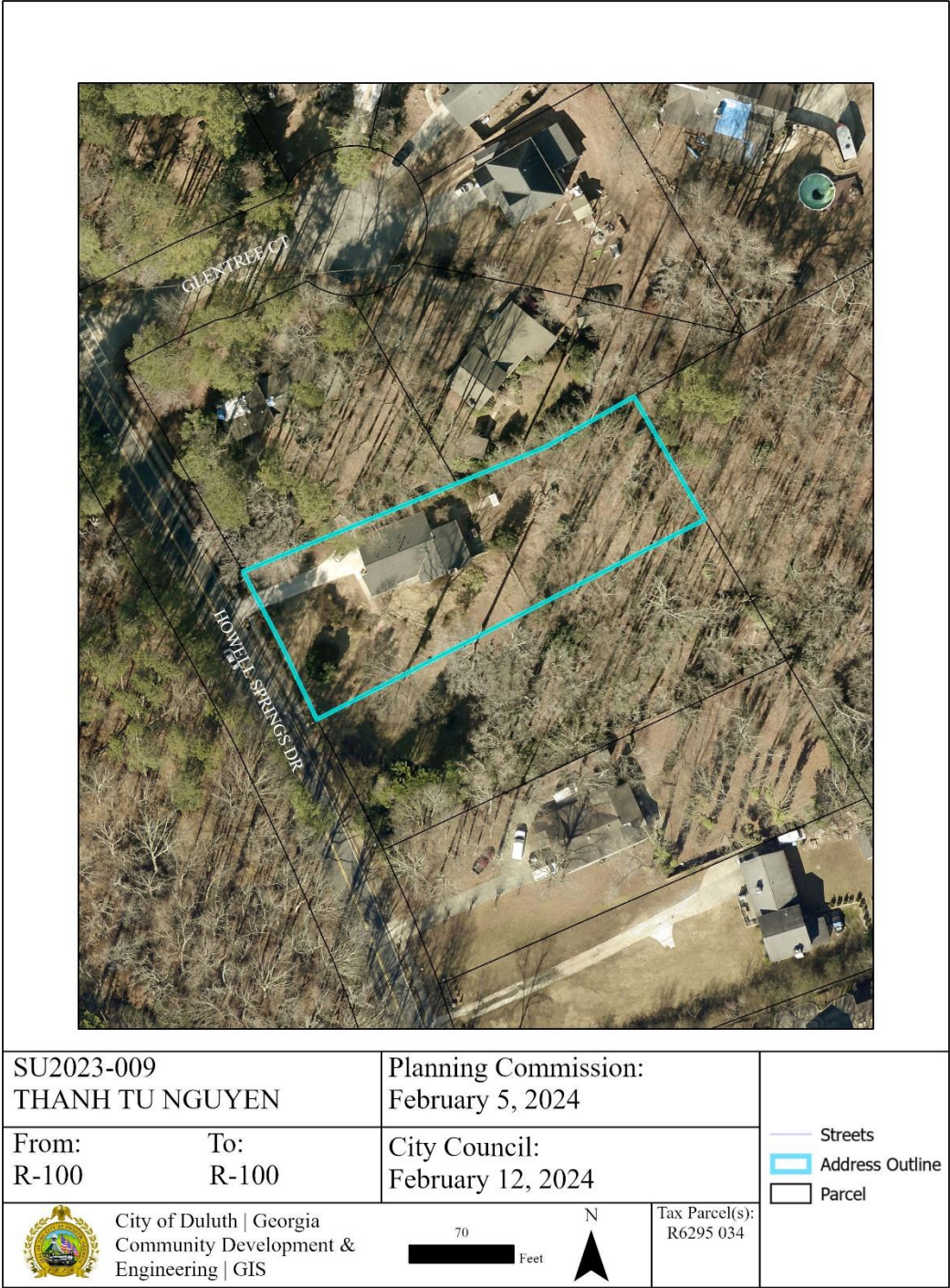
Exhibit "A": Maps

Exhibit "B": Legal Description

Exhibit "C": Applicant's Responses to the Standards Governing Special Use Consideration

Exhibit "D": Public Hearing Advertisement/Public Notice

Exhibit "A"
Maps
Location Map



Zoning Map



Character Map

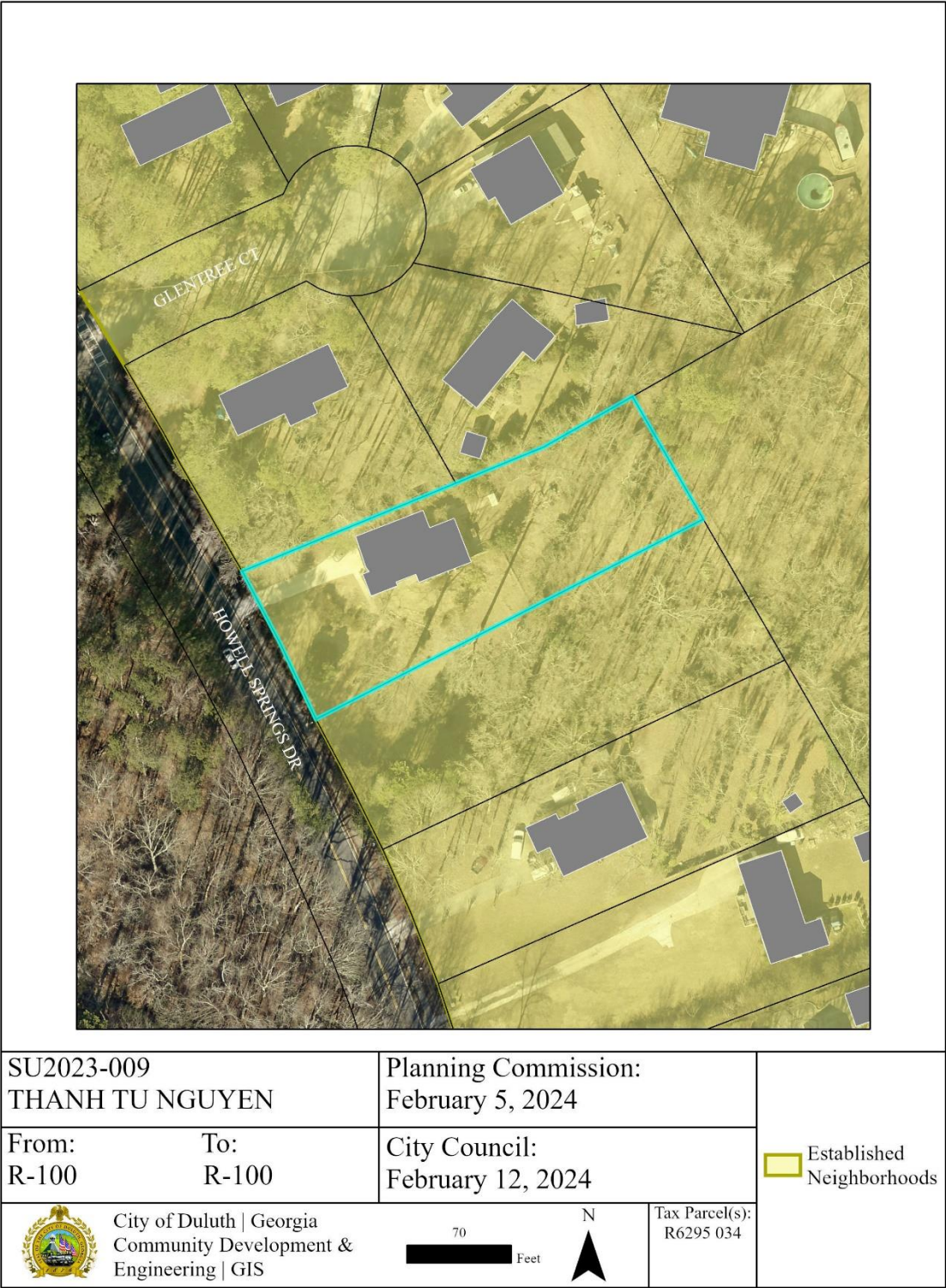


Exhibit "B"
Legal Description

ALL THAT certain lot, piece or parcel of ground situate, lying and being in the County of Gwinnett, State of Georgia and more particularly described as follows: All that tract or parcel of land lying and being in Land Lot 295 of the 6th District, Gwinnett County, Georgia, being Lot 7 and 8, Block A of Unit #4, Howell Glen Subdivision, per plat thereof recorded in Plat Book 5, Page 173, Gwinnett County, Georgia Records, which recorded plat is incorporated herein by reference and made a part of this description.

Exhibit “C”
Applicant’s Response to the Standards Governing Special Use Consideration

A. How the proposed special use will allow a use that is suitable in view of the use and development of adjacent and nearby property.

The property is located in a residential neighborhood with other single-family homes and occasional rental properties. Short-term rentals are common in this area, and many nearby homeowners have already engaged in this practice. Therefore, the proposed special use is consistent with the existing land use patterns and will not disrupt the character of the neighborhood.

B. How the proposed special use will adversely affect the existing use or usability of adjacent or nearby property.

- Noise and disturbance will be minimized through clear house rules provided to guests which include quiet hours and max occupancies.
- Parking concerns will be addressed by providing a limited number of cars on the designated driveway for guests and does not allow for on-street parking, preventing overcrowding on nearby streets.
- The property will be well-maintained and regularly inspected, ensuring it does not become an eyesore or nuisance for neighbors.
- Local contact will be made with adjacent neighbors and security cameras will be on premises to ensure guests are aligned with house rules. Any clear violation of overcrowding or noise disturbance will result in immediate termination of booking.

C. Whether the property to be affected by a proposed special use has a reasonable economic use as currently zoned.

The current zoning allows for residential use, and operating a short-term rental is a reasonable and profitable economic use that complies with the zoning regulations.

D. Whether the proposed special use will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

- Short-term rental guests typically arrive in a staggered fashion, reducing any congestion issues. As mentioned earlier, there will be a car limit on designated driveway and no on-street parking, thus reducing any congestion issues.
- The property will not impose a significant additional burden on utilities, as it will continue to be used as a residence.
- Short-term rental guests generally do not rely on public schools, reducing any potential impact on local schools.

E. Whether the proposed special use is in conformity with the policy and interest of the Comprehensive Plan; Land Use Plan; transportation plans and other plans adopted for guiding development within the City of Duluth.

The Comprehensive Plan and local ordinances often permit short-term rentals within the City of Duluth. The Comprehensive Plan and local ordinances often permit short-term rentals as an appropriate land use, and this aligns with the city's goals of promoting tourism and economic development.

F. Whether there is other existing or changing conditions affecting the use and give grounds for either approval or disapproval of the special use.

The short-term rental will contribute positively to the local economy and provide travelers with accommodations in line with their preferences.

In conclusion, the proposed short-term rental aligns with the interests of the community, local zoning regulations, and land use plans. It is designed to be compatible with the surrounding properties and will not negatively impact neighbors or burden local infrastructure. This application is submitted with the aim of promoting both economic development and the public welfare within the City of Duluth.

Exhibit "D"

Public Notice

Public Notice Printed in Gwinnett Daily Post 1/16/2024

Gdp8822
gpn13
CITY OF DULUTH
NOTICE OF
PUBLIC HEARING
NOTICE IS HEREBY GIVEN that a public hearing will be held before Mayor and Council to consider a special use request from Thanh Tu Nguyen, on approximately 1 acre of property in Land Lot 295, 8th District, Gwinnett County, located at 5853 Howell Spring Drive, consisting of tax parcel 6290-054, case number SU2023-009. The special use request is to allow for short-term rental. The public is invited to attend this hearing before the Mayor and Council on the proposed special use. The meeting date, place and time regarding this matter are as follows:

WHEN: February 12th, 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 proposed special use, 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@duluthga.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) 476-8434 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.
1/14,2024



**RESOLUTION
R2024-05
CITY OF DULUTH
FORWARDuluth – 2045 COMPREHENSIVE PLAN**

A RESOLUTION AMENDING FORWARDuluth (2045 COMPREHENSIVE PLAN) AND ALL CORRESPONDING DOCUMENTS (AS SHOWN ON THE ATTACHED EXHIBIT “A”) AS REQUIRED BY THE STATE OF GEORGIA LOCAL PLANNING REQUIREMENTS CHAPTER 110-12-1-.02.

WHEREAS, The Georgia Department of Community Affairs has established Minimum Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the purpose of the Minimum Standards and Procedures is to provide a framework for the development, management and implementation of local comprehensive plans at the local, regional and state government level; and

WHEREAS, they reflect an important state interest: healthy and economically vibrant cities and counties are vital to the state’s economic prosperity; and

WHEREAS, regular updates to the plan are necessary to ensure it meets the needs to the community; and

WHEREAS, the City of Duluth, Georgia, has prepared an update to FORWARDuluth; and

WHEREAS, on November 6, 2023 the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the updated plan as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on February 12, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the update as set forth in the minutes of said meeting.

NOW THEREFORE, be it Resolved by the City Council of the City of Duluth, Georgia to adopt the amended FORWARDuluth (2045 Comprehensive Plan) and all corresponding documents as shown on the attached Exhibit “A”.

{Signatures on the Following Page}

IT IS SO ORDAINED this 12th day of February, 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



FORWARDuluth

2045 Comprehensive Plan



Acknowledgments

City Council

Greg Whitlock, Mayor
Nancy Harris, Mayor (2008-2024)
Charles Jamin Harkness, Post 1
Marline Thomas, Post 2
Kenneth Lamar Doss, Post 3
Manfred Graeder, Post 4
Shenee Holloway, Post 5

Planning Commission

Ray Williams, Chairman
Alana Moss
Scott Perkins
Carey Fisher
Niti Gajjar

Duluth Staff

James Riker, City Manager
Margie Pozin, Department Director
Aron Hall, Deputy Director
Amy Bingham, Planning Manager
Kelly Nguyen, Planner
Reagan Belk, GIS Specialist
Alyssa Gilhooly, Stormwater Coordinator
Chris McGahee, Economic Development
Forrest Huffman, Special Projects Manager



Contributors to the 2019 Comprehensive Plan Update

City Council

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Kirkland Carden
Marline Thomas, Post 2
Billy Jones, Post 3
Kelly Kelkenberg, Post 4
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Planning Commission

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Forrest Huffman, Planner & GIS
Chris McGahee, Economic Development

Atlanta Regional Commission Staff

Jared Lombard, Project Manager
Jon Tuley
Elizabeth Sandlin



Table of Contents



Shaping Our Future City

A Comprehensive Plan is forward looking, carefully crafting not only what the community could be, but *should* be. We examine our past in order see more clearly our way forward.



Duluth in Context

While Duluth is defined by the experiences of each individual member of the community, statistics, facts, and figures help us get a better picture of who lives and works here and how the City functions. Summary graphs and diagrams paint a contextualized picture of Duluth.



Our City Today

Like all metropolitan areas, Duluth is composed of a complex web of systems. The built environment, the daily movement of people, and our natural world all work together to forge our City. A description of these systems and characteristics create a snapshot of where we are as a city today.



Formulating Our Strategy

This is not just a plan that was composed behind closed doors by indifferent career professionals. This is a living, breathing plan made by the community *for the community*. We engaged our city residents, business owners, and those passing through in an interactive public process to create our future strategy.



Vision & Aspirations

Who do we want our city to be? What do we want to be known for? While every section of the Plan is central to implementing our vision and goals, the Character Areas and Future Land Use Maps are the most influential in terms of daily decision-making and land use changes.



From Strategy to Implementation

This is how we will achieve our overall vision and goals for Duluth. Without a comprehensive, practical, and systematic step-by-step Short Term Work Program, our vision and goals will not become reality. A plan is just a plan until it is translated into policy and implementation measures.

ONE Shaping Our Future City

We are moving forward.

This is an exciting time for the City of Duluth. We're a highly desirable place to live, work and play and at the same time, we look forward to a future of continued growth and change.

A Comprehensive Plan is an official statement of the City's vision for its future. It expresses the community's aspirations and goals for the future, while articulating a corresponding set of policies and recommendations to guide future decisions regarding land use, development and capital improvements. Cities are complex places; city staff and officials make decisions about the future every day in response to new opportunities or unexpected problems. A Comprehensive Plan like this one, is one tool for helping to guide these decisions, with three distinctive features:

- It is long-range, looking ahead 5, 10, and 25 years.
- It is comprehensive, looking across many different facets of what a city does.
- It is deliberative, looking within to understand the needs and desires of the city.

Duluth is a dynamic and growing city that has experienced substantial changes since the City's last Comprehensive Plan was adopted in 2019. Moreover, as required by Georgia state planning rules, local governments must update their Comprehensive Plans every five years. Updating the Comprehensive Plan presents an opportunity to account for these changes and to respond to continued development pressures. It is also an opportunity to celebrate and reflect on Duluth's past journey, while confirming and refining our aspirations for moving Duluth **Forward**.

ForwardDuluth affirms the big picture vision, defines goals and lays out a task list for city leaders, staff, and citizens to address issues to position the City of Duluth as a leader within metro Atlanta. This document serves as a guide for elected and public officials by establishing policies, priorities, and provides the framework for evaluating development proposals. It expresses the City's vision for where, how, and what development should occur. The goals and policies contained in this document inform and guide land use decisions, helping to assure citizens and developers that these decisions are informed, predictable and not arbitrary.

Since 1989, Comprehensive Plans have been used in Georgia to prepare communities for growth and economic development. Like a private corporation, which plans strategically for both the short and long term, cities and counties must also plan for the future so that decisions can be based on



RIGHT: Community members gather on the Town Green during Duluth Arts Week.



sound information, principles and agreed upon goals. This approach, required by Georgia Planning Act, helps the City of Duluth be future minded and avoid making decisions based upon short-term changeable concerns.

Most of the work of shaping the City's future will be done by the residents, businesses, and nonprofits. The City of Duluth has a key role to play through these implementation tools:

- Regulations
- Capital Spending
- Programs and Staffing

The success of the goals of this Plan depends on being able to tap into the many voices of the city and weave their ideas, viewpoints, and thoughts into a common vision. Outreach and engagement are critical to reach a broad consensus of the diverse people who live and work in the city. Meeting the goal of an inclusive process means creating multiple opportunities to get involved. The planning team developed several communication tools and forums to ensure meaningful community involvement that would form the backbone of the plan.

A Project Management Team was convened to oversee the process and act as an instrument to guide the development of the plan. Project Team Members were made up of city staff and the Atlanta Regional Commission. During every subsequent update, a Steering Committee was formed with elected officials, community representatives, and economic development professionals that provided feedback and served as ambassadors of the plan. Additionally, an open house, survey, and several public meetings were held to engage community members in a variety of ways throughout the planning process.

The plan focuses on elements to improve the City of Duluth with targeted policies and programs to enhance the assets and address the issues within the City. The plan is divided up into six interrelated sections and an appendix:

- Chapter 1: Shaping Our Future City *(introduction)*
- Chapter 2: Duluth in Context *(facts & figures)*
- Chapter 3: Our City Today *(city characteristics)*
- Chapter 4: Formulating Our Strategy *(community engagement)*
- Chapter 5: Vision & Goals *(character areas & future land use)*
- Chapter 6: From Strategy to Implementation *(policies & short term work program)*
- Appendix *(ARC & DCA requirements & documentation)*

The City of Duluth is a diverse and forward-looking city engaged in shaping its own future. Residents, staff and businesses are working to capitalize on the qualities and values that have made it a successful city. To maintain this success and build upon it, the City of Duluth will:

- Create great public spaces and thoroughfares with well-balanced, fiscally sound infrastructure investments
- Work to ensure existing business and retail vitality while expanding the economy
- Preserve the city's hometown atmosphere while growing the economy and population

VISION STATEMENTS

The City of Duluth has identified a series of vision statements to clearly and concisely convey the direction of the City. The vision statements, listed below, help to define the City's purpose and values.

Attractive Destination

Foster a uniquely creative, fun and inviting destination for residents, visitors and businesses.

Quality Community

Embrace our diversity to enhance and create a welcoming, safe, healthy and sustainable community.

World Class Government

Provide exceptional service through innovative thinking, balanced growth and ethical effective processes.

Sustainable Economic Environment

Create a vibrant, inviting and regionally recognized community with policies and procedures that fosters economic growth and investment.



Our Story So Far

In the early eighteenth century, the Duluth area was a part of the Cherokee Indian territory and was an important crossroads used by Native Americans. In 1818, Gwinnett County was created by an act of the General Assembly of Georgia, and the area was opened to settlers.

In 1821, Evan Howell developed the town of Howell Crossing that later evolved into a major artery for the railroad. At the time that Evan Howell came to the area, there was only one road opened in the section. This was Peachtree Road, an offshoot of a Native American trail that ran along the ridge parallel to the Chattahoochee River. The road was surveyed and constructed during the War of 1812 and connected Fort Daniel with the fort at Standing Peachtree, 30 miles downriver.

Howell realized that more roads were needed in order for the area to develop, so he obtained permission in February 1833 to construct a road from the Chattahoochee River across his land to intersect Peachtree Road. This intersection became known as Howell's Cross Roads and was known by this name for forty years.

Howell ran his own plantation and cotton gin by ferry, and he became the town's first merchant. There are no known descendants with the Howell name currently in Duluth; however, he was the great-grandfather of the late Jack and Calvin Parsons and other descendants who became publishers of the Atlanta Constitution newspaper.

With the visionary acumen of his grandson, Evan P. Howell, changes were on the horizon in the 1870s. The opportunity to build and link a multi-state railway system running north to south was about to unfold. Representative J. Proctor Knott delivered a speech to the United States House of Representatives entitled, "The Glory of Duluth." The pitch of his presentation weighed heavily with Congress, and consequently a bill to finance the building of the railroad from Howell Crossing to the better-known Duluth, Minnesota was enacted. Grateful for the opportunity to build on a vision, Howell deemed it appropriate to rename the town of Howell Crossing "Duluth."

The railroad was an enormous boost to the Duluth economy. A school house was built in 1871 on the site of what is now Coleman Middle School. The first Methodist church was organized in 1871, and the first Baptist congregation formed in 1886. Both churches continue today at new locations along Duluth Highway. The Bank of Duluth was chartered in 1904, followed by the Farmers and Merchants Bank in 1911. In 1922, Duluth elected Georgia's first female mayor, Alice Harrell Strickland.



For much of the 20th century, when Gwinnett County was still rural, Duluth was known in the area as being one of the few small towns with its own hospital, the Joan Glancy Memorial Hospital. Consequently, many older residents of the area who call other towns home were actually born in Duluth. The Joan Glancy Memorial Hospital is now the Glancy Rehabilitation Center and is part of Northside Hospital Duluth.



Where We Are Now

From a rural small town to a bustling city, Duluth's dedication to creating a place that truly captures the spirit of good living has launched our community to the top of many regional and state award short-lists. Though we are not defined by our awards and accolades, residents are proud to call our award-winning town their home. Below is a list of some of our awards from the past five years.

2019-2024

- The Rogers Bridge Reconstruction won the **2022 ASCE Georgia Section Civil Engineering Project of Merit Award**.
- #2 in **Best Downtown Outside the Perimeter** by Urbanize Atlanta
- **3CMA Savvy Award** for the Discover Downtown Duluth Campaign
- #9th **Safest City in Georgia** by the National Council of Home Safety and Security
- Named one of **America's Best Small Cities** by WalletHub
- #23 **Most Diverse Suburb in America** by Niche
- Named in the **Top 10 Atlanta Neighborhoods** by Newcomer Magazine

2014-2019

- Received the **Plan First** designation through the Georgia Department of Community Affairs.
- #2 in the **Best Atlanta Suburbs** by the Atlanta Journal Constitution
- **Innovation Award** from Partnership Gwinnett for Uber Ride Promotion
- **Best New Event** GOLD Award for Smores' N' Snores
- Urban Land Institute 2017 **Development of Excellence Award** for Parsons Alley
- Ranked in the **TOP 25 Places to Visit in Georgia** by Vacation Idea Magazine
- **Congress for the New Urbanism Charter Award** for the Parsons Alley Development
- #48 in the 500 **Best Cities for Summer Travel with Families** by LendEDU
- Metro Atlanta Redevelopment Summit 2016 **Neighborhood Redevelopment Award** for Parsons Alley
- #4 in the 10 **Best Atlanta Suburbs for Millennials** by Niche
- Ranked in the Top 10 **Most Beautiful Towns in Georgia** by Culture Trip
- #4 in the 10 **Best Atlanta Suburbs** by Movoto
- #12 in the **Best Places to Buy a Home in the Metro Atlanta Suburbs** by Niche
- Artworks Gwinnett Fusion **Community Impact Award for Community Partnership -** Duluth Matters, City of Duluth and Duluth Fine Arts League
- **Community Impact Award for Community Arts Program** – Barefoot in the Park
- **Community Impact Award for Performing Arts Organization** – Red Clay Music Foundry
- **Best Marketing Campaign** Bronze Award for Public Art Project: Ascension
- #7 in the **Safest Cities in Georgia** ranking by Value Penguin





TWO

Duluth in Context

In order to better plan for the future, we need to understand where we are now.

Who lives in Duluth? What is their income? How old are our residents? Examining and understanding these demographic and socioeconomic trends can help identify possible opportunities and needs. For example, older communities need more medical services while younger cities require more educational services. Similarly, understanding income levels in the city can better identify which areas of the city need certain services more than others. The following pages of graphs and tables provide a snapshot of where Duluth is today with some comparisons and context to better explain the data.

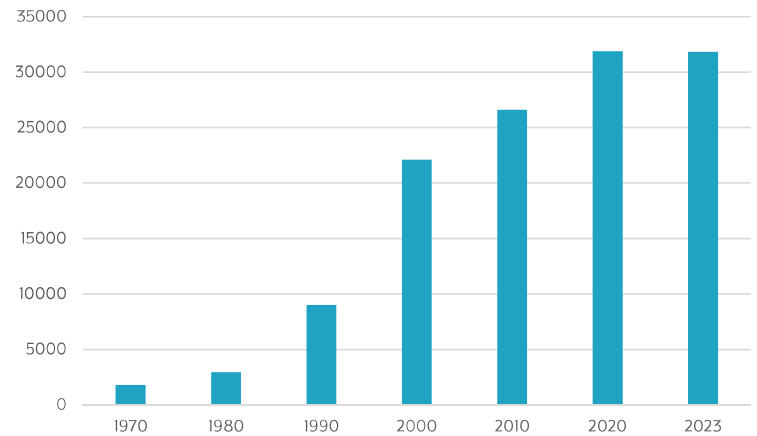
RIGHT: Iron figure of a girl sings joyful as part of the Dream Keepers art installation on the Town Green.





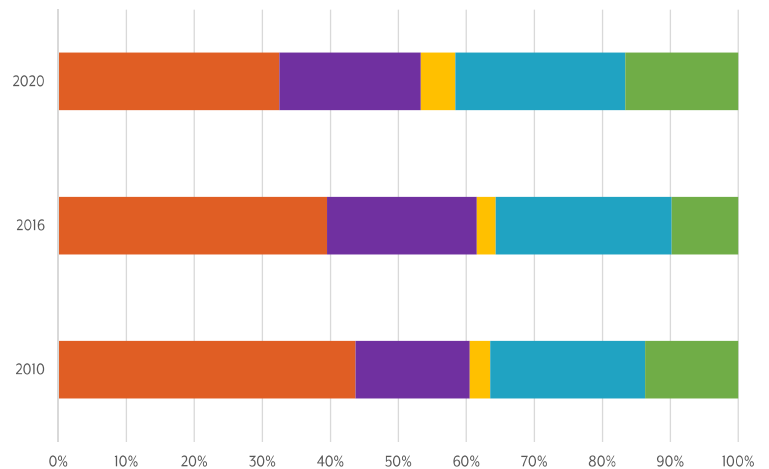
Similar to the metro-Atlanta suburbs as a whole, Duluth grew at a slow and steady rate through the 1970's. The City began to experience rapid population growth during the late 1990's into the mid-2000's. This rapid expansion of the suburbs into Gwinnett County is not unique to the region; many regions all across the nation have experienced this population dispersion from the inner city to the 'burbs at some point in their history. It is argued that "white flight" contributed to our region's suburbanization after the 1996 Atlanta Olympic games and an increase of diverse immigration into Atlanta and the center residential rings. ARC projects that growth in the region and Gwinnett County will continue, with Gwinnett having over 1.3 million residents in 2040, the largest population in Georgia.

Population Growth



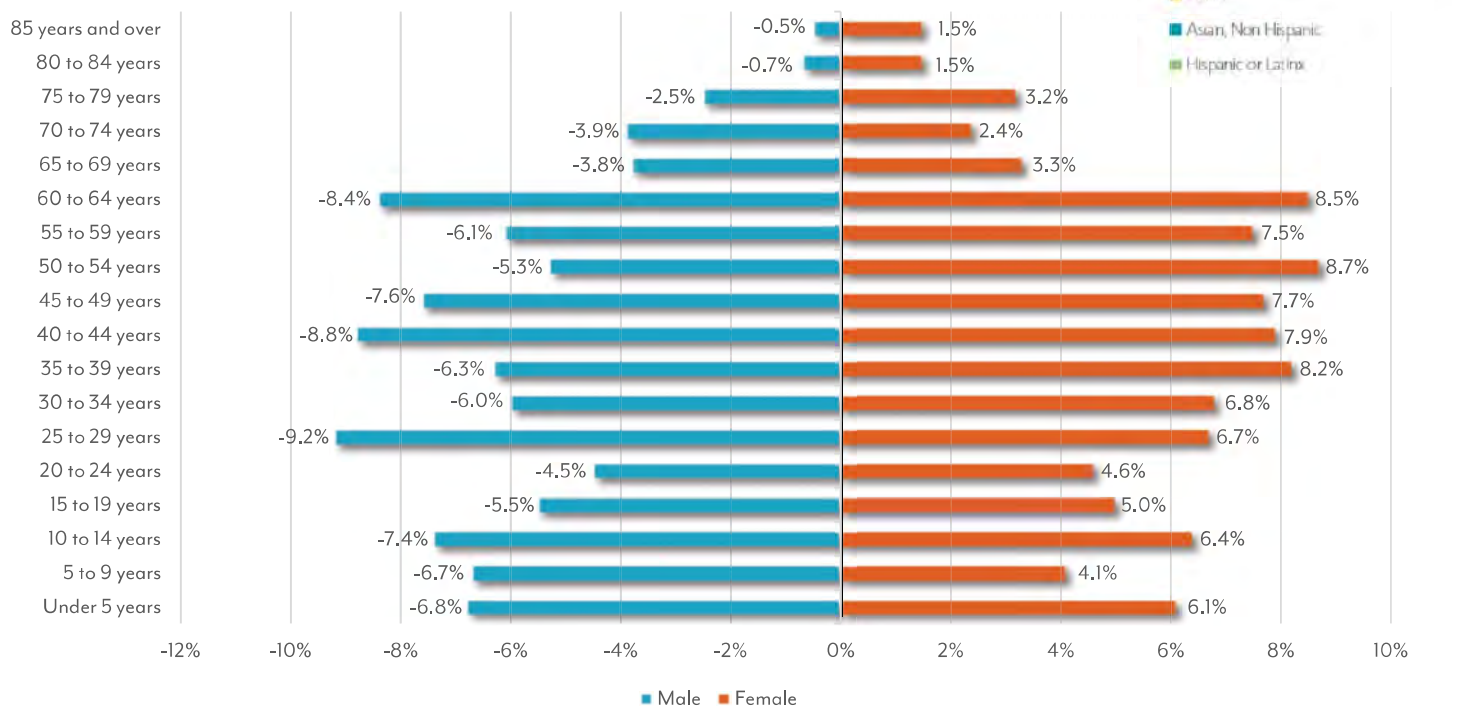
Over the last decade, Duluth has continued to become more and more ethnically diverse. In fact, Duluth is a minority-majority with over 60% of the City's residents being of non-Caucasian descent. Duluth's percentage of Asian population is twice that of Gwinnett County. Conversely, the City's white, Hispanic and African American population percentages are lower than Gwinnett County (2021 American Community Survey 1-year estimate).

Racial Distribution Change



The median age in Duluth (40) is older than metro Atlanta (34.3). However, when compared to nearby cities such as Alpharetta and Berkeley Lake, Duluth is younger. This may be attributed to Duluth being more affordable to younger people and families than these other neighboring cities.

Duluth Population

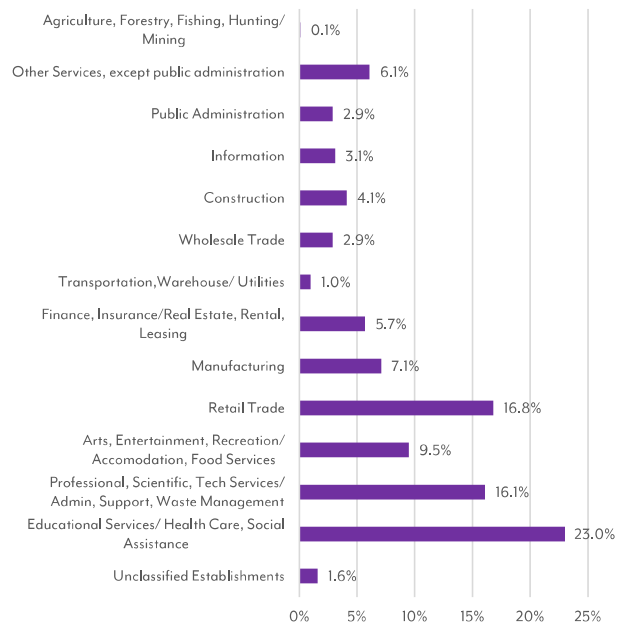


Industries in Duluth

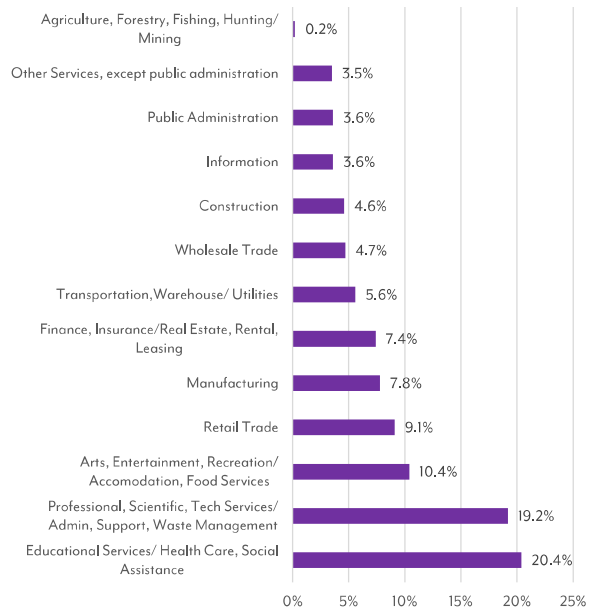
Duluth is home to a vast array of businesses and places of employment. The diversified employment sectors help to sustain and maintain high employment numbers. The majority of the approximately 13,000 people who travel to Duluth for work are in the combined sectors of Educational Services, Health Care and Social Assistance. Having a major hospital and multiple schools in city limits is sure to be a factor in these numbers. With that being said, the most employees in a single sector travel here to work in the Retail Trade. This is common among most cities as it takes many employees to run retail businesses.

Residents of Duluth work in a multitude of employment sectors with the most common being the combined sectors for Educational Services, Health Care and Social Assistance. A close second is the combined sectors of Professional, Scientific, Technical Services, Administration and Support, and Waste Management Services. There are quite a few of these positions in the River Green professional park, which is home to many distribution and tech companies, so there is a good chance that a lot of the residents who work in the city are employed here.

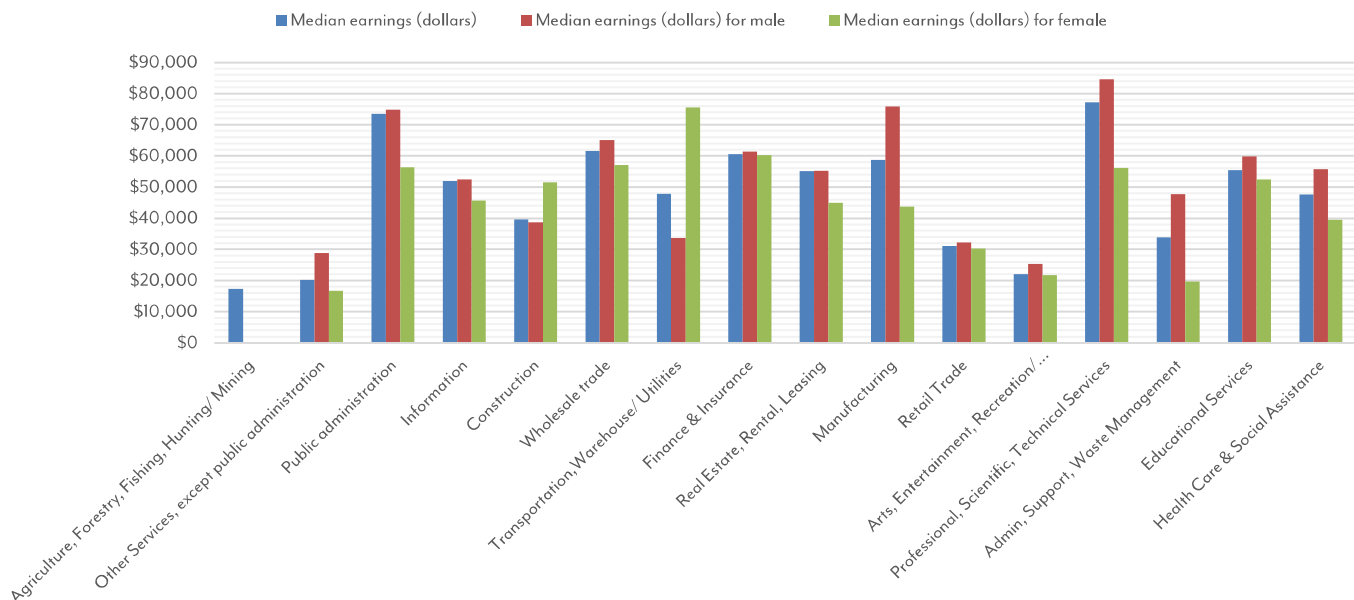
Overall, the industry with the highest median earnings for Duluth residents is Professional, Scientific, and Technical Services. Public Administration is the second highest. Third is Wholesale Trade. The industry with the highest earnings for female residents is Transportation, Warehousing, and Utilities, which also has the largest gap in pay between male and female residents in the city. The industry with the highest earnings for male residents is Professional, Scientific, and Technical Services.



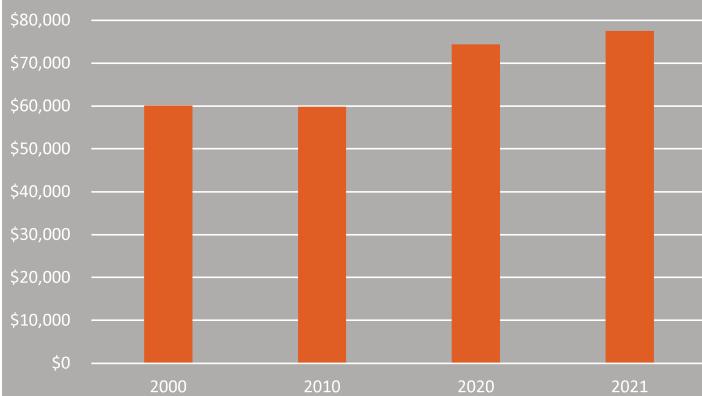
Employment of Duluth Residents



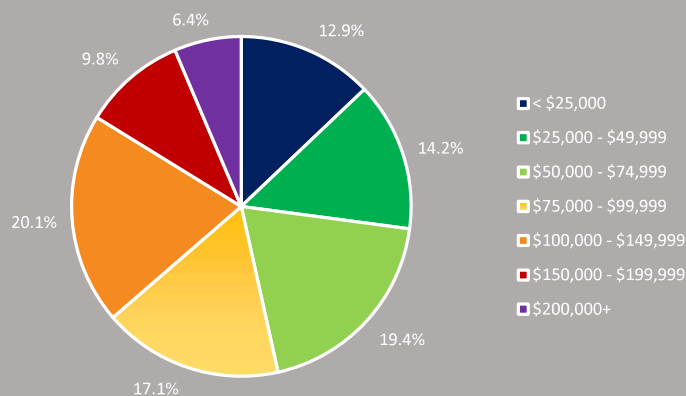
Median Earnings By Industry



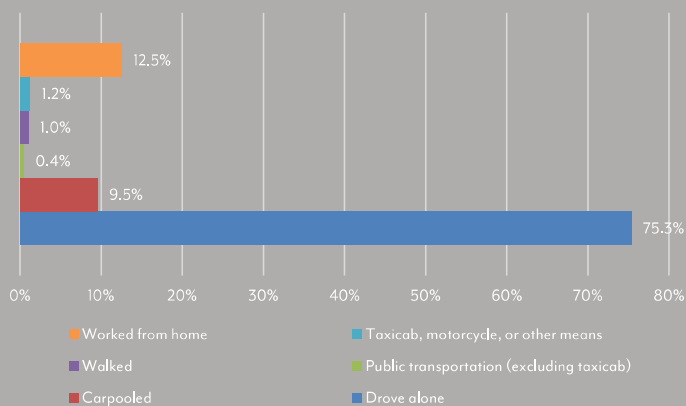
Median Household Income



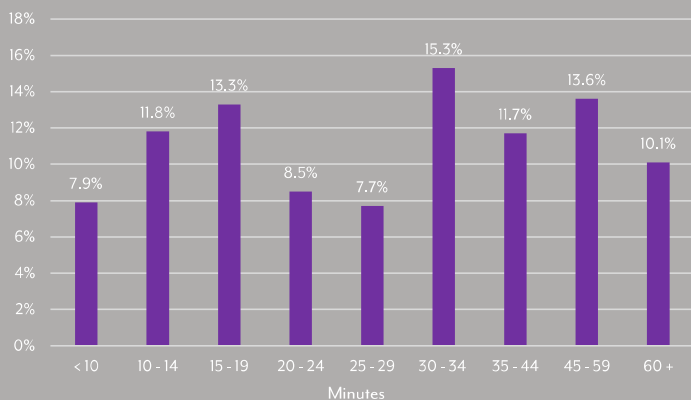
Household Income: 2021



Commuting Characteristics



Commute Time



The median household income in Duluth is over \$77,000 annually and is likely to continue to increase. Duluth's median income is higher than Gwinnett County which has a median income of \$74,622, according to the US Census. While median household income remained consistent in Duluth from 2000 to 2010, it has increased drastically by 29% since 2010.

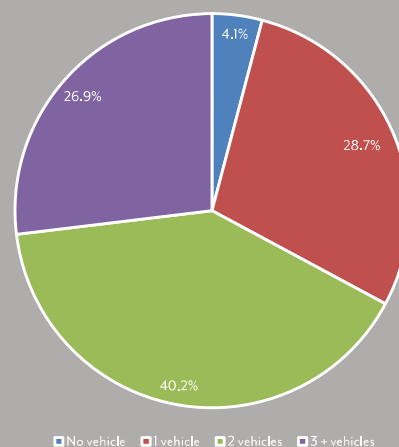
As with any city, incomes in Duluth range widely. When grouped by household incomes, the largest group in Duluth earns between \$100,000-\$149,999. 36.5% of all households in Duluth earn between \$50,000-\$99,999. The smallest group of households, totaling 6.4%, earn over \$200,000 annually.

Approximately 12,700 Duluth residents commute out of Duluth for work daily, while roughly 13,000 non-residents travel into Duluth. This results in a turnover of over 25,000 commuters a day. That leaves roughly 4,000 residents who both live and work in Duluth city limits. Almost 2,100 of those work from home and are considered heavily in our commuting characteristics.

Most Duluth residents drive alone to work, but some take advantage of carpooling. This could be the cause of some of the longer commute times. The average commute to work for Duluth residents was 30.6 minutes. This would align with residents traveling into the perimeter of Atlanta for work.

The average number of cars owned per household in the city was 2 at over 40%. A surprising number of households have 3 or more vehicles in Duluth at over 26%.

Car Ownership



THREE Our City Today

What makes a city a city?

All cities must provide some essential services like road maintenance, water and sewer service. These activities, while somewhat uninteresting to the casual resident, are essential to providing a certain quality of life. This chapter looks into some of these aspects of what makes a city a city. How do we move around now and how can that be improved in the future? How do we get clean water and how do we remove waste and stormwater in a safe way?

However, this chapter also delves into what makes a city a place that you're proud to call home. This section includes items that are not necessarily government services like housing and employment but still contribute to making Duluth a unique place within the larger metro Atlanta region. This chapter explores what brings people to Duluth, what kind of medical care our residents have available to them, and what natural amenities are located within a short walk. It is these types of attributes that people mention when asked about their hometown.





Housing

Housing has become an increasingly vital planning element for Duluth's continued success. This section of **ForwardDuluth** describes the City's historic housing growth, current housing characteristics, discusses current trends and identifies future housing needs and opportunities.

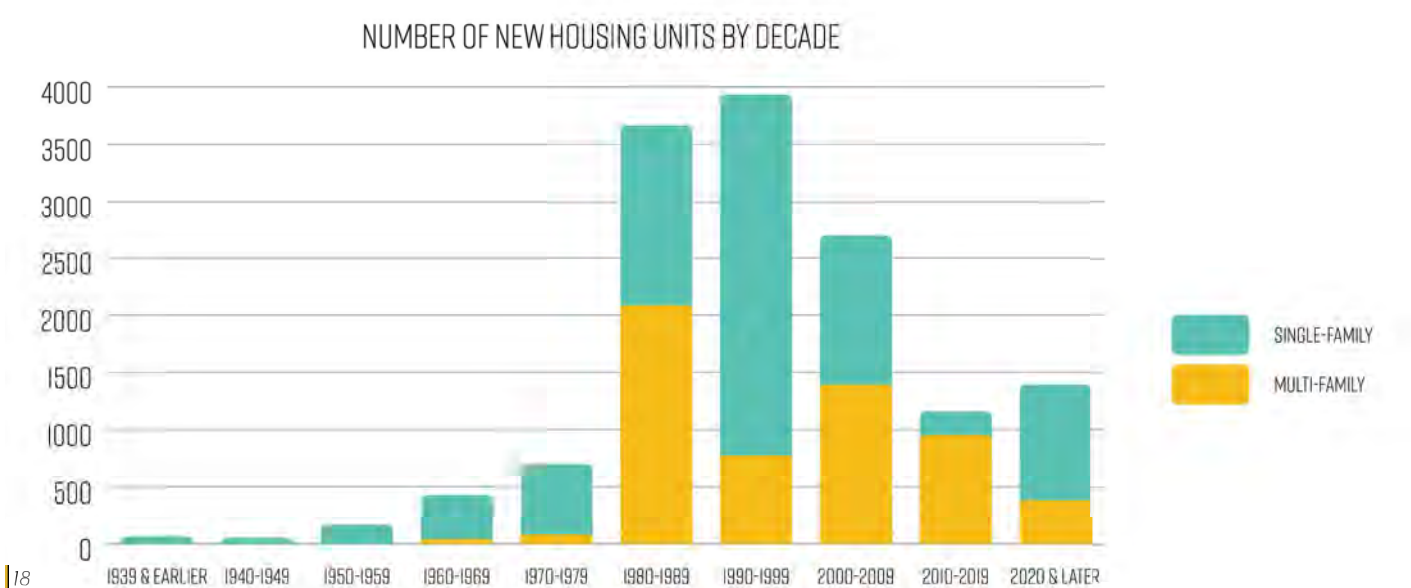
Understanding Our Past

To identify the future housing needs of Duluth, it's important to understand the City's housing history.

Duluth grew at a slow and steady rate through the 1970's. The City experienced its first housing boom during the 1980's. This growth can largely be attributed to the introduction of medium density garden style apartments along the newly constructed Peachtree Industrial Boulevard. In fact, of the 3,667 housing units built in the 1980's, 2,151 units were apartments. Prior to the 1980's, the land that now contains Peachtree Industrial Boulevard was farmland. When Peachtree Industrial Boulevard was constructed through Duluth in the 80's, developers took advantage of the opportunity to entitle and construct large apartments on the affordable farmland.

Duluth experienced the largest growth of new housing units in the 1990's. Nearly 4,000 new housing units were constructed during this decade. This can be largely attributed to the desire of families in the metro-Atlanta area to move to the northern suburbs for affordable new housing opportunities, convenience to major roadways and Gwinnett County Schools. There is also a direct correlation between the 1996 Atlanta Olympic Games and the international immigrant population increase in Gwinnett County. As a result of these factors, the housing demand in Duluth provided market support for developers to construct several conventional suburban neighborhoods

BELOW: The graph identifies the number of new housing units built within the City of Duluth separated by each decade.



characterized by houses setback from streets, transportation dependent on automobile access, front entry garages that are typically visible in the street scene and isolated neighborhoods designed with cul-de-sacs and curvilinear streets.

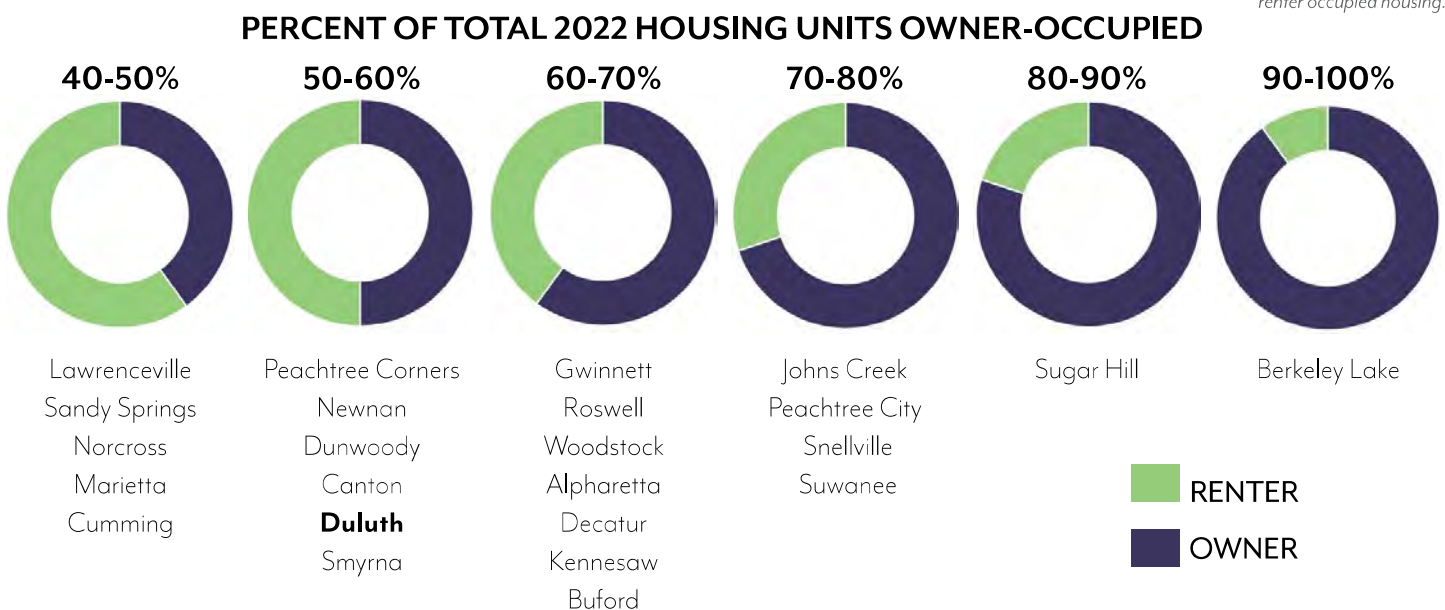
Although housing growth remained strong in the early 2000's, new residential construction came to a halt in 2007. Duluth experienced practically no new housing growth during the recession of 2007 – 2012. During this period, multiple residential projects were abandoned by developers, leaving the City of Duluth to pick up the pieces where developers had started projects, gone bankrupt and walked away. Although this was a difficult time for the City, it gave the staff and Council an opportunity to reassess the housing needs and focus on long-term strategies to develop, redevelop and maintain housing units in the city. By 2014, the housing market started to improve. Duluth has since been able to attract some of the most reputable builders in the industry to focus on smart housing growth within the city.

Housing Characteristics

The City of Duluth has a mixture of owner and renter occupied housing, including single family detached homes, attached townhomes, condominiums and apartments. Single-family detached housing makes up the single largest housing type and accounts for 42% of Duluth total housing units. For rent apartments combine to account for 37% of total housing units in the City. Townhomes account for 16% of the total housing units and condos account for 1% of the total housing units.

There is an identifiable disparity between the number of housing units that were constructed to be for rent apartments and the actual number of renter occupied housing units in the city. The city has a total of 5,280 apartment units. However, based on the 2021 American Community Survey 5-Year Census we find that Duluth has 5,657 renter occupied units. The data indicates that approximately 377 units in the city's single-family neighborhoods are renter occupied. Residents of Duluth have expressed many concerns about rental homes in neighborhoods. Generally, the concerns expressed have been related to overcrowding, on-street parking, lack of property maintenance and lack of reinvestment in rental homes.

BELOW: The diagram shows where Duluth stands in the region on owner-occupied vs renter occupied housing.



Over 76% of all housing units in the city have 3 or fewer bedrooms. Only 5% of housing units in the city contain 5 or more bedrooms. This limits the opportunity for families to stay in Duluth as they grow and their economic conditions may allow for them to purchase a larger home. As land availability continues to decrease, the City will need to take special planning consideration on key parcels identified on the Future Land Use Map within certain Character Areas to increase the number of homes containing 5 or more bedrooms.

Executive Housing

Throughout the update process of this Plan, the community expressed a desire for more executive housing to be built in the City of Duluth. The Steering Committee identified two forms: 1) Urban Executive and 2) Estate Executive.

The City has done well over the last few years to encourage executive level urban housing in Downtown Duluth in the form of luxury townhomes and well appointed smaller lot single-family detached home. These urban executive neighborhoods allow for little, if any, setback from streets by having a compact urban design containing a mixture of compatible uses and housing types. They contain a network of connected streets with sidewalks and street trees to facilitate convenient and safe movement throughout neighborhoods. Transportation within the development is focused on the pedestrian over the automobile and the integration of parks and public spaces into the development to create landmarks and a strong sense of place.

Duluth has a very limited supply of Estate Executive housing. Estate Executive housing is very desirable to the City to attract and retain growing families and professionals well established in their career who may desire to live in this type of housing. Not to be confused with a mansion, this housing type is characterized by larger lots (typically 100' -130' lot width), three car garages (side or rear entry is desirable), home office, basement/theater/entertainment space, neighborhood amenities and more character/uniqueness in custom architecture than today's typically "cookie cutter" subdivision. Participants in this year's Comprehensive Plan update identified opportunities for this type of executive housing to be along the River in the Chattahoochee Residential District and near the Medical District.

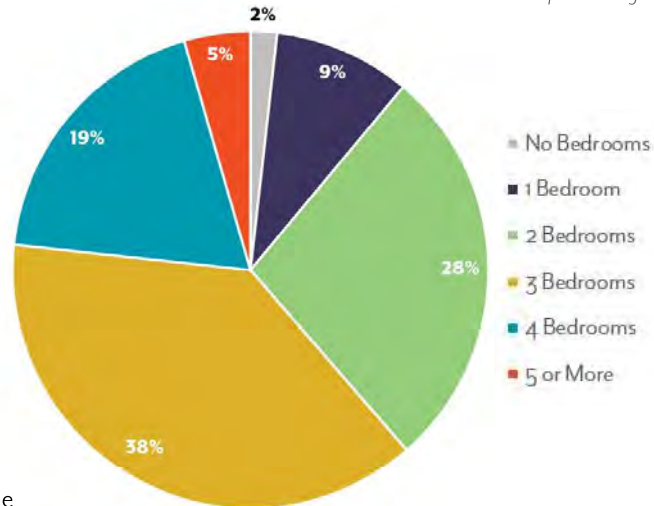
Downtown

Increased density in Downtown has been identified as desirable to support the growing entertainment district Duluth has created. According to the Congress of New Urbanism, a community should have 2,000 or more housing units within walking distance to support a block of community-oriented Main Street retail. This equates to about $\frac{3}{4}$ of a mile walk from downtown, which is what the Atlanta Regional Commission identifies as walkable in our region. Due to the lack of available land, this will likely occur through redevelopment of older properties at higher densities.

Housing Affordability

Housing affordability has been a topic of discussion in Duluth throughout the Comprehensive Plan update. Generally, a home in Duluth is more affordable than many comparable cities in metro-Atlanta.

BELOW: Number of 2020 bedrooms per housing unit.



2023 AREA MEDIAN HOME VALUES



ABOVE: The diagram compares the median value of houses throughout metro-Atlanta.

The City of Duluth has a desire to further study housing options and opportunities within our city limits to provide adequate housing for families of all income levels. A distinction should be recognized between executive housing, workforce housing, affordable housing, low-income housing, mixed-income housing and other housing terms that help to create an inclusive city. The Short Term Work Program identifies the need for the City to complete a comprehensive housing study in the near future to help move this topic forward.

Rental options must also be considered in a housing affordability conversation. According to the ARC, metro-Atlanta rental costs have risen at a much faster rate than wages. Since 2010, wages have increased by 10% but rents have increased by 48%. The two newest apartments – District at Duluth and SODO have some of the highest rents in Gwinnett County.

Lifelong Community

The Atlanta region is experiencing a monumental demographic shift. According to the ARC, the number of metro-Atlanta residents age 65 and over swelled by 88.5 percent between 2000 and 2015, far outpacing the general populace. By 2030, one out of every five residents in metro-Atlanta will be over the age of 60. The City's housing and transportation infrastructure is not ready to support the changing needs and preferences of a growing senior adult population.

The rapid growth in our region's older adult population is demanding new and diverse housing options, transportation alternatives, and community designs that promote active living. Surveys of older adults conducted by the ARC reveal that most want to stay in the communities in which they've lived for years, even when they look to downsize. However, current land use policy and development patterns in Duluth do not provide the housing and transportation choices that older adults need to live healthy, independent lives. The Lifelong Communities Initiative developed by ARC helps communities frame policy to prepare for the needs of an aging population. The core principles for making a lifelong community include: connectivity, pedestrian access and transit, neighborhood retail and services, social interaction, diversity of dwelling types, healthy living, and consideration for existing residents.

The City of Duluth desires to remain a leader in the metro-Atlanta area. As such, the City must adopt the core principals identified above when making policy decisions and land use decisions.

Traditional Neighborhood Development

The Traditional Neighborhood Development, or TND, is characterized by its emphasis on how individual houses contribute to the street as a whole, and an overall prioritization of the pedestrian over the automobile. The result is a neighborhood designed at a human-scale. Key features of a TND are an emphasis on sustainability, compact development, mixed uses, accessibility and transportation, and maintaining cultural and environmental context to the surrounding area. These features manifest themselves in the following major categories.

Block Standards

Street layouts should provide for development blocks that are generally in the range of 200-400 feet deep by 400-800 feet long. A variety of lot sizes should be provided that allow diverse housing choices. Lot widths should create a relatively symmetrical street cross section that reinforces the public space of the street as a simple, unified public space.

Setbacks

The location of homes with regard to the street is incredibly important. The front yard and porch are the meeting grounds between the public and private space within a neighborhood and should be thus designed in a manner to enhance that interaction. Front setbacks should be small, and homes should be built with elevated porches and entryways, front windows, and appropriate landscaping to enhance the pedestrian experience in the neighborhood.

Building Mass and Scale

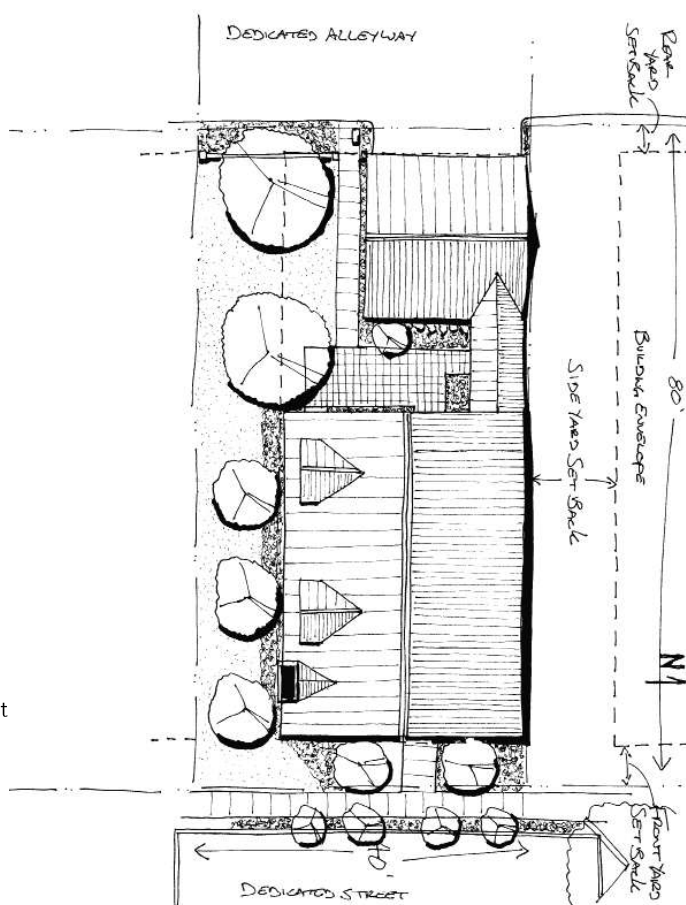
Mass and scale are closely related yet discrete terms when referencing architectural guidelines. Mass can often be identified by a building's footprint. Is a building monolithic with a single geometry, or is it articulated? The exterior of the home should articulate the rooms in the interior. Large single block homes are not appropriate in TNDs as they tend to dominate the streetscape of the neighborhood and fail to provide a variety of form on individual

BELOW: Model housing type for a TND.

Graphic demonstrates narrow front and side yard setbacks, alley-fed parking and adequate sidewalk treatment that prioritizes the pedestrian experience.

BELOW: Rendering of a Traditional Neighborhood Development.

Source: DPZ CoDesign



sites.

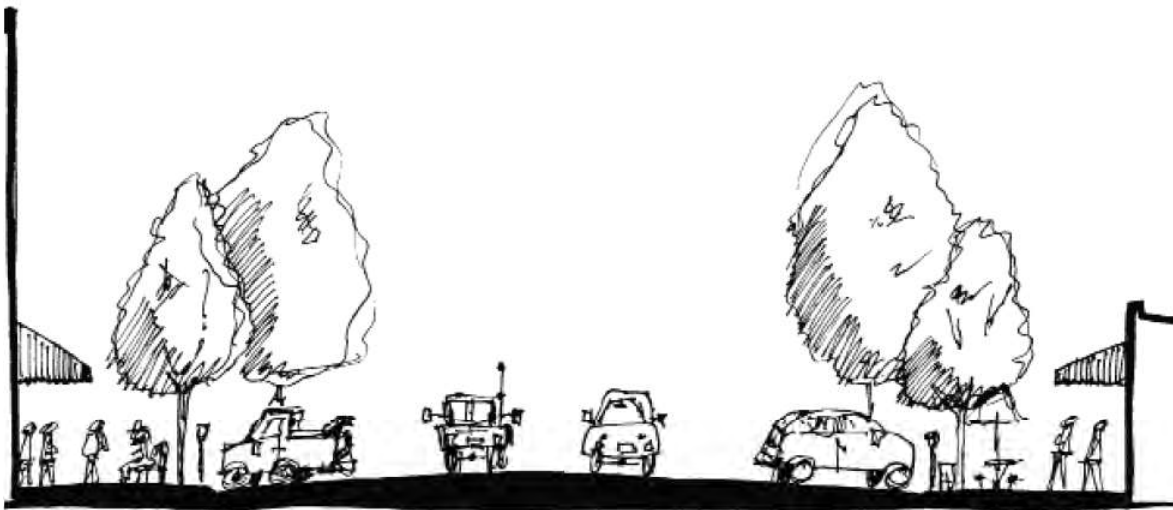
Homes that are particularly massive also tend to be out of scale. Scale can be defined as the apparent size of a home. Does a home dominate a street front or does it cooperate with landscape, streetscape, and other homes in the neighborhood. Specifically, homes must be built to a human scale. A neighborhood developed for human scale will deemphasize elements devoted to the car (driveways, garages, and wide streets.) Instead designers should pay specific attention to elements that enhance a pedestrian's experience (porches, entryways, sidewalks, and landscaping). A home built to a human scale should feel like a piece of a larger neighborhood and not a monument of impressive size.

Streets, Sidewalks, and Parking

Streets within a TND are the primary manifestations of public space. The design of streets should prioritize the experience of the pedestrian throughout the neighborhood. Streets sections should follow best practices defined by the National Association of City Transportation Officials to provide a safe and enjoyable experience for all modes of transportation. To decrease the time spent driving through the neighborhood, cul-de-sacs and dead end streets should be avoided.

Parking is an important factor to consider when establishing a TND as these guidelines will directly affect the streetscape and massing of buildings on individual properties. Attached garages tend to increase the size of the home, command attention away from porches and pedestrian entryways, and will often limit the utility of the side yard. Therefore it is encouraged to use detached garages that are accessible from a rear alleyway when possible, or a single-car driveway for front access garages. If the necessity arises for a front-entry garage, it should be recessed from the front of the primary structure. On street parking should also be provided for in an effort to bolster the separation of pedestrian and automotive space.

LEFT: Typical transect of a complete street.
BELOW: Exemplar housing product for a TND.
Source: DPZ CoDesign





Local Landmarks

It has been expressed by the community and elected officials that the City should prioritize preserving historic, or potentially historic, structures as well as other community significant properties. Prior to the adoption of the Unified Development Code in 2015, the City had the Core Preservation District. The District was divided into a residential sub-area along West Lawrenceville Street and a commercial sub-area which contained all of the current Downtown area. In addition to the Core Preservation District, the City had a Historic Structure Registry. The registry contained the following structures:

1. Railroad Depot
2. Strickland House
3. McDaniel House
4. Payne-Corley House
5. Duluth Montessori School buildings
6. Duluth Methodist Church
7. Calaboose

When the City adopted the UDC in 2015, the residential sub-area of the Core Preservation District was changed to Historic Residential District. The commercial sub-area was changed into the Central Business District.

Though Duluth does not have any buildings of historic significance based on the NPS National Register of Historic Places, there are many structures and buildings within the city that the community holds as historic due to their sentimental importance. Saving or re-purposing these and other potentially historic structures should continue to be encouraged.

Planning Staff will research what kinds of development incentives can be given if historic structures are saved. The City should also continue to look for innovative ways to celebrate our past, similar to the purchasing and restoring of the Dutch Mill Motel sign currently displayed in Parsons Alley or posting of commemorative placards around the city. Other successful examples of this include the preservation and restoration of the Duluth Methodist Church which has been re-purposed as a community facility and the adaptive reuse of the Pastorium and the Duluth Baptist Church as restaurants.

ABOVE RIGHT: A cornerstone of African American culture in Duluth, Mt. Ararat M.E. Church stands in the Hill Community. ABOVE LEFT: The historic Dutch Mill Motel sign illuminates Parsons Alley.

Economic Base

Duluth's economy contains a comprehensive mixture of services, unique and evolving retail, educational institutions, heavy industry, manufacturing, cutting edge technology, office, and outstanding medical facilities. It is also powered by sustained housing starts reflecting single family, mixed-use multi-family, and townhome development. Strong, visionary leadership is rethinking development patterns and reshaping large tracts of underutilized and dilapidated retail into vibrant mixed use developments attractive to younger and older residents.

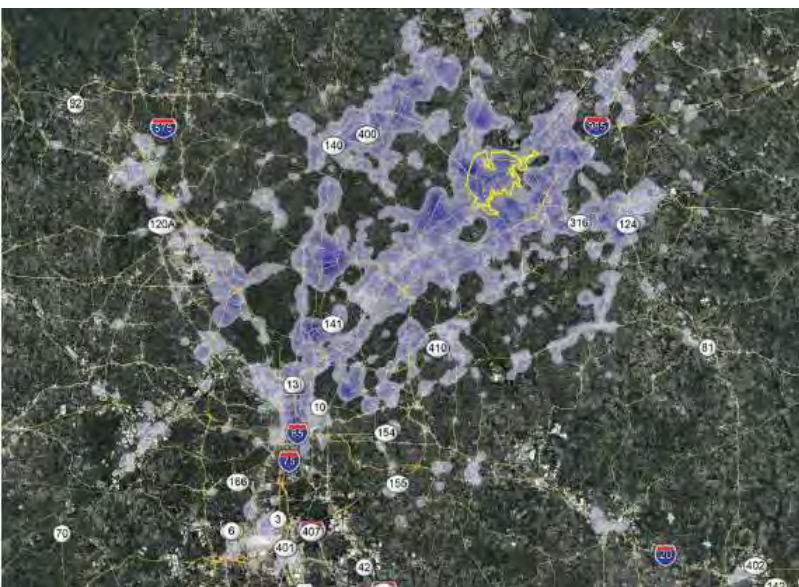
Duluth is supported by robust transportation arteries which contribute to major investments in modern medical facilities, technology parks, manufacturing, and distribution. There is wide availability of international goods and services unique in the southeastern United States.

The proximity of Northside Hospital Duluth and the Medical District to large land tracts will directly impact future land use regarding new development and redevelopment. These trends are evident in adaptive reuse of existing retail outlets to medical uses within the corridor.

The River Green technology park is adapting to advances in communication and work force trends by replacing outdated building interiors with amenities which attract young and motivated employees. Development ready properties within the park are also responding to the trend in online fulfillment by building state of the art distribution facilities.

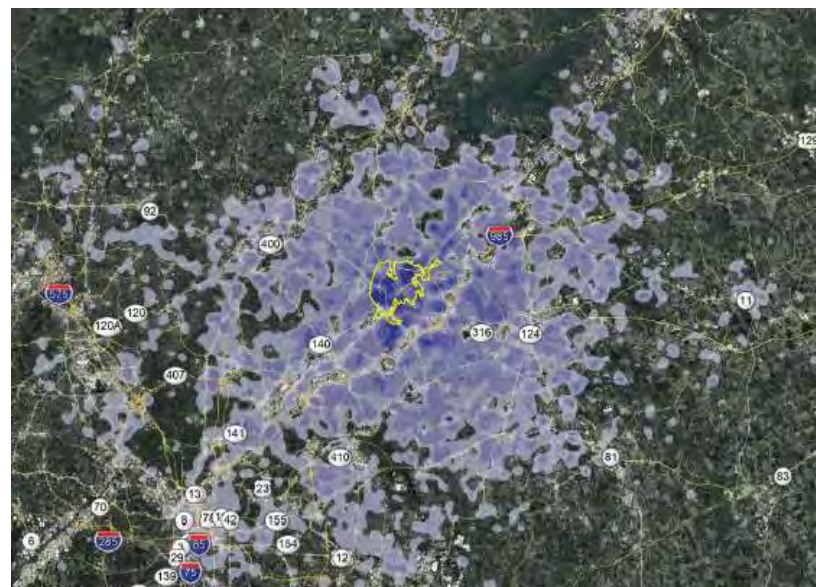
Transportation assets support the continued evolution of very large rail and truck focused distribution and manufacturing centers. These mega facilities have subdivided space under one roof to many different needs of multiple companies rather than relying on one user.

Where Duluth Residents Work



Residents of Duluth commute to a wide range of the metro-Atlanta region every work day. Employment hotspots are concentrated around the Perimeter area, Peachtree Corners, Buckhead, Gwinnett Place, and Lawrenceville.

Where Duluth Workers Live



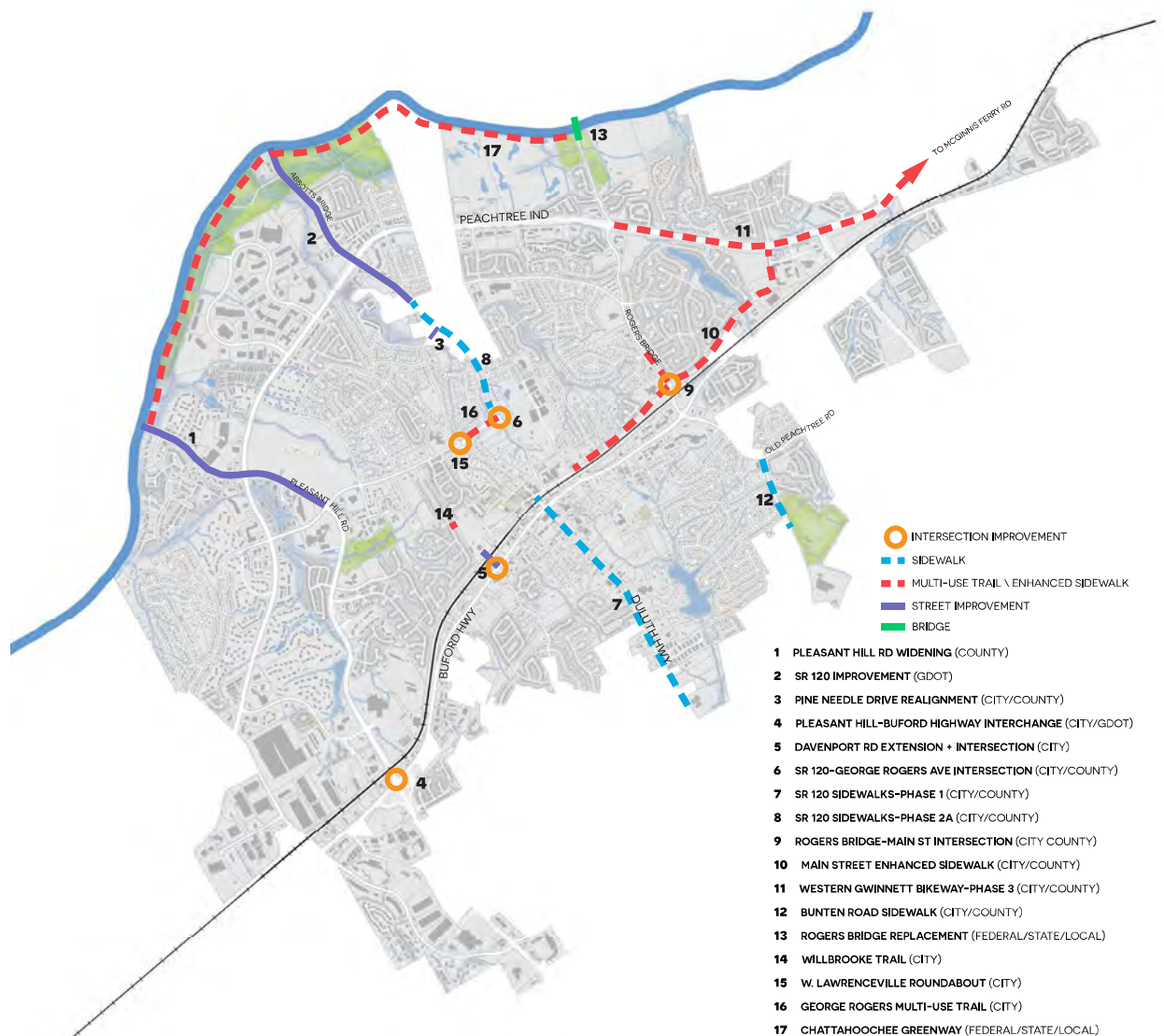
Employees that commute in to Duluth for work originate from a much more dispersed area. This area northeast of Atlanta is primarily concentrated east of route 400 and north of Stone Mountain Parkway. Workers who both live and work in Duluth generally live west of Peachtree Industrial Blvd and the Riverbrooke Neighborhood.

Transportation

Creating innovative and comprehensive solutions to solve transportation concerns is a challenge that many communities face. While traffic congestion was not identified as a serious problem in Duluth, the City must continue to make investments in road improvements, wayfinding, beautification, gateways and alternative modes of transportation. As Duluth continues to transform from a sleepy bedroom community to an urban destination, the City must identify new pedestrian and road networks within existing suburban areas to better connect isolated areas and reduce dead end roads.

Gwinnett County has prepared a countywide Master Transportation Plan. The countywide plan fully addresses the major road network serving Duluth and improvements recommended over the short-term and long-term are articulated in that plan. In addition to Gwinnett's Master Transportation Plan, the City of Duluth has a comprehensive transportation program to serve the needs of our residents and businesses.

BELOW: Many of the transportation improvements being designed or constructed by the City, County and State over the next four (4) years



Technological infrastructure is expected to improve traffic congestion in the area by enabling adaptive traffic signal timing. This means that traffic signals will respond in real-time to traffic conditions. For example, if Buford Highway traffic is rerouted to Peachtree Industrial Boulevard due to a shutdown, traffic signals will be able to adjust to the sudden increase of vehicles. This technology also gives emergency vehicles priority at intersections to reduce potential conflicts.

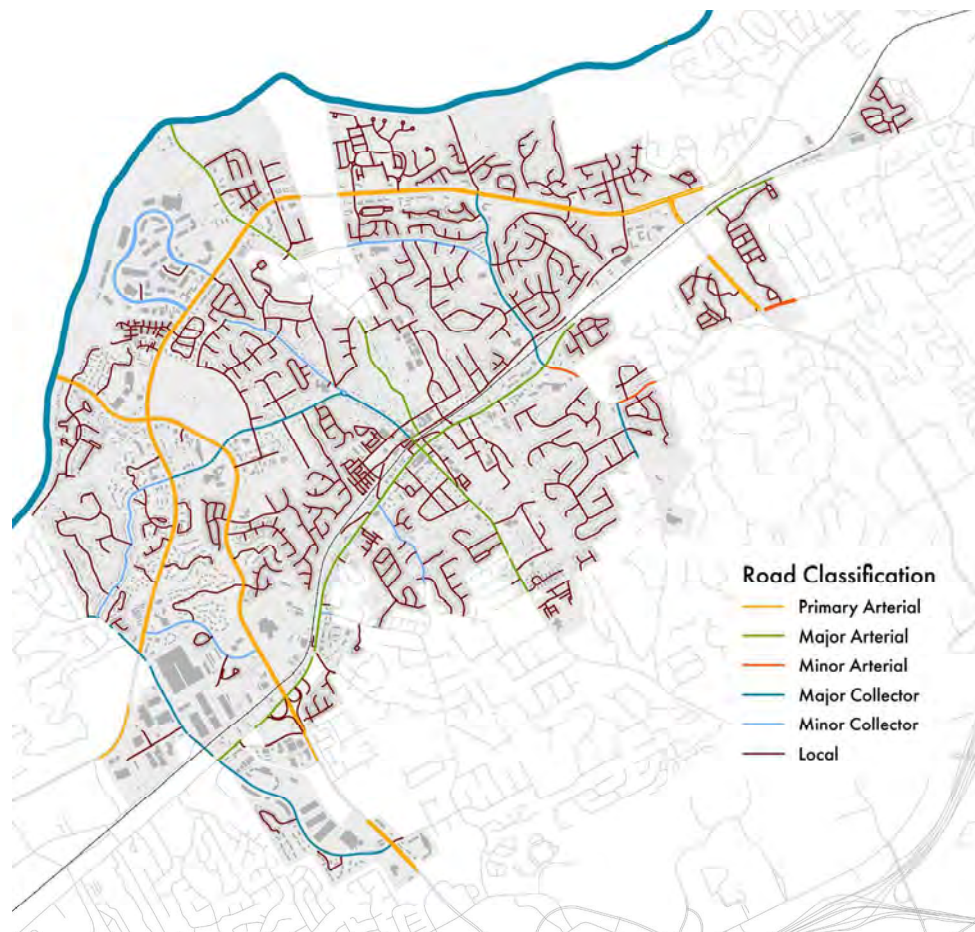
Duluth's transportation program considers sidewalks and bicycle facilities as critical transportation infrastructure elements necessary for providing alternative travel options. The map to the right was created to identify potential sidewalk connections for future funding. Providing connectivity to existing community facilities (such as schools, libraries, and parks) is an important use of the pedestrian and bicycle network. Providing additional connectivity to planned transit facilities/routes and activity centers is another critical focus to reduce the necessity of automobile travel. Improved networks of sidewalks and bikeways can reduce the reliance on automobile travel, such

improvements can extend capacity of the road network inexpensively and also improve the quality of life for the City's residents. The Atlanta Regional Commission completed an assessment of Duluth's transportation infrastructure for pedestrians, 'Walk. Bike. Thrive.,' in 2016. Recommendations from that assessment are included in the Short Term Work Program section of this document.

The City utilizes SPLOST (Special-Purpose Local-Option Sales Tax) in concert with County, State and Federal funding to complete a wide variety of transportation projects. In addition to the projects that are currently being designed and constructed, the City is actively investigating creative solutions to better connect isolated areas, reduce dead end roads and improve both transportation efficiency and traffic safety.



ABOVE: Duluth's Official Sidewalk Map.



RIGHT: Duluth's Official Roadway Classification Map.

Duluth N.O.W. Program

The Duluth N.O.W. (Neighborhood Outreach Work) program has given the Planning Staff an opportunity to better understand the concerns and needs of many existing neighborhoods in Duluth. Transportation related concerns have been at the forefront of conversations within most neighborhoods in Duluth. Many neighborhoods in the community are concerned with a proliferation of on-street parking, vehicles blocking pedestrian infrastructure (such as sidewalks or crosswalks) and speeding in neighborhoods. As a result, the City is applying resources as available to assist in neighborhoods with educational outreach, increased police presence enforcing parking regulations, increased code compliance presence enforcing unlawful vehicles and the creation of a Neighborhood Traffic Calming Program to replace the antiquated Speed Hump Program adopted by the City in the 1990's. Duluth N.O.W. also gives communities the opportunity to partner with the City to organize neighborhood clean-ups that enhance their sense of pride in their neighborhood while improving property value and aesthetics.

Potential Connections

The page to the right shows fourteen street or pedestrian connections that Planning Staff and the Steering Committee have identified to improve Duluth's transportation networks.

Public Transportation

The participants that helped shape this Comprehensive Plan were very vocal about the need for public transit in Duluth. Currently, Duluth is served by one Gwinnett Transit bus route that has two stops along North Berkeley Lake Road between Pleasant Hill and Buford Highway.

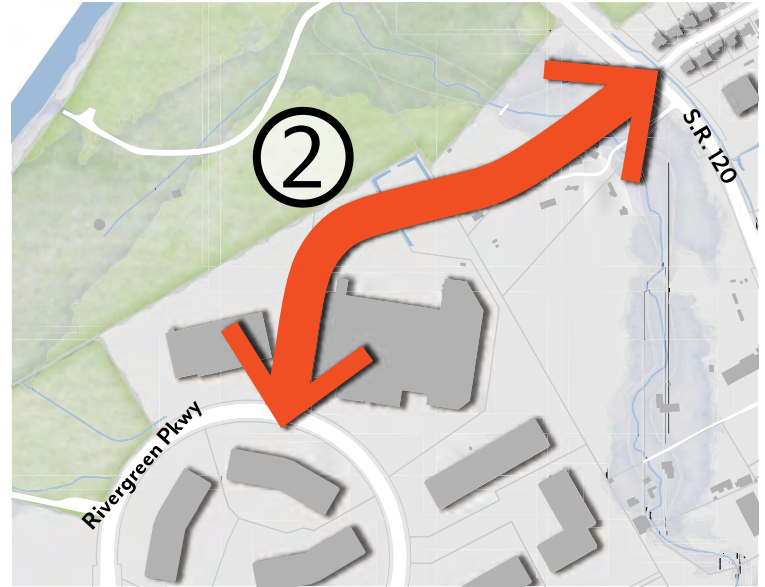
The City desires additional public transit options to better serve those who live, work and play in Duluth. The Ride Gwinnett Plan is a Comprehensive Transit Development Plan for the County. This Plan provides multiple opportunities for public transit to extend into Duluth over the next several years. The City should incorporate opportunities for public transit stops when redevelopment occurs in areas identified by Gwinnett's Plan, especially along River Green Parkway and in Downtown Duluth.

Ride Gwinnett, Gwinnett County's comprehensive short and long term transit plan, identifies local bus routes, bus rapid transit routes, and a transit station that will impact future development of Duluth's corridors.

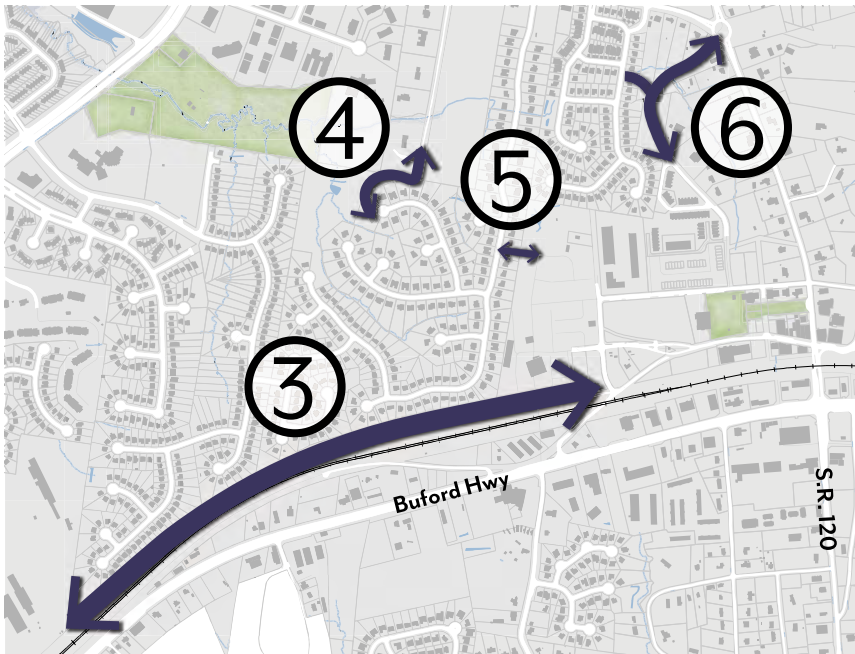




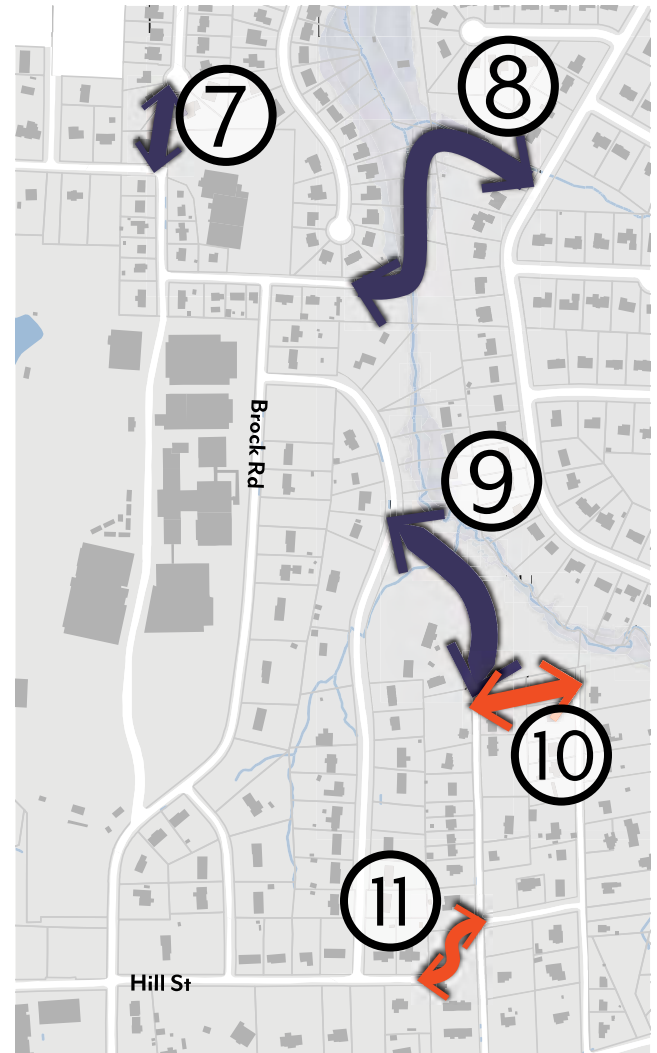
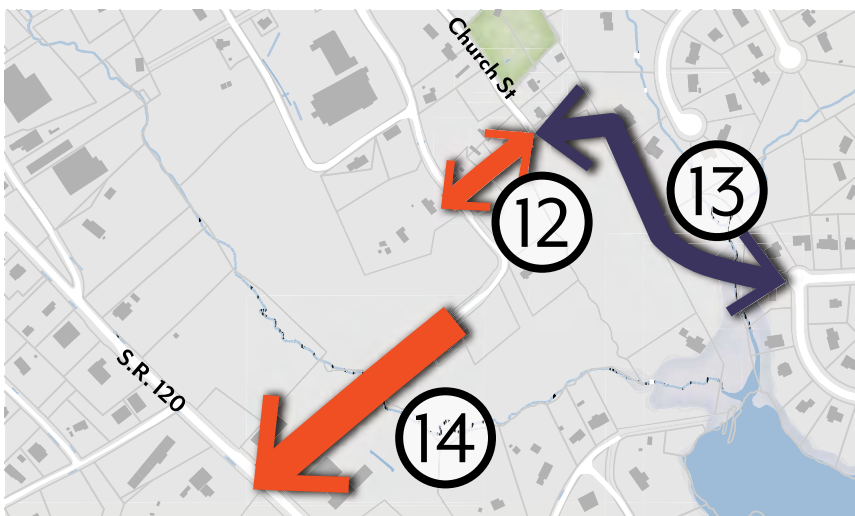
#1 Potential street connection between Peachtree Industrial Blvd and Howell Mead Dr.



#2 Potential street connection between Rivergreen Pkwy and Abbotts Bridge Rd.



#3 Proposed Buford Highway Greenway. #4 Potential pedestrian connection between South Whippoorwill Dr and Willbrooke Run. #5 Willbrooke Trail. #6 Potential pedestrian connection for neighborhoods north of Downtown towards Downtown.



#7 Potential pedestrian connection between Mason Dr and Gallant Fox Ct. #8 Potential pedestrian connection between 1st St and Carriage Gate Dr. #9 Potential pedestrian connection in existing ROW between South St and Oak Street. #10 Potential street connection between North and South St. #11 Potential street connection between Hill St and Lee St. #12 Potential street connection between Washington and Church St. #13 Potential pedestrian connection between Church St and Leeds Way. #14 Potential street connection between Washington St and Duluth Hwy.

Municipal Boundary

Solidifying the municipal boundary for the City of Duluth has been an aspiration of the community for a long time. To accomplish this task, the City must adopt a strategy for logically reshaping the city limits of Duluth and continue to utilize public art, landscaping and wayfinding to create attractive gateways and community boundaries. Action items have been included in the Short Term Work Program to accomplish this task.

Growing and prosperous Georgia cities create a growing and prosperous Georgia. Although cities comprise only 6.5% of Georgia's land area, approximately 40% of the state's population lives in cities and that number is growing. Georgia's cities provide value and responsive local government to residents and businesses making them an attractive place to live in comparison to un-incorporated areas.

Annexation provides a method to solidify Duluth's municipal boundary and provide for the orderly provision of services to areas located on the fringe of the City. There are three primary methods of annexation in Georgia:

- 100% Method: Property owners of all the land in an area may seek to have their property annexed into an adjacent city by signing a petition.
- 60% Method: Petitioners owning at least 60% of the property in the area to be annexed, and at least 60% of the voters in an area, may seek to have their property annexed into an adjacent city.
- Resolution and Referendum Method: An election may be held in the area proposed for annexation to determine if the area should be annexed. This method requires that an agreement between all the local governments providing services in that area be reached and that a majority of voters in the area to be annexed vote in favor of the annexation.

There are numerous reasons why property owners and citizens choose to have their property incorporated into the city limits of Duluth. Many residents are interested in obtaining higher levels of government services than what is provided in the unincorporated area. Many residents wish to take advantage of the efforts that Duluth has made to create more livable and prosperous communities. Many residents enjoy having access to a smaller and more responsive local government. Many businesses wish to take advantage of lower fees, such as stormwater and occupational taxes, than in the unincorporated areas.

The zip code for Duluth is much larger than the actual City limits, which makes it difficult to differentiate the City from some negative associations of the surrounding area. As the municipal boundaries of Duluth change, the City must continue to foster a sense of place and a stronger community identity through public art, landscaping and wayfinding at gateways to establish community boundaries. It is a desire of the community to improve gateways and entrances into the City as well as develop higher expectations for property maintenance to let people know they have arrived in the City of Duluth.



RIGHT: Example of a wayfinding sign on Pleasant Hill Road being used to delineate community boundaries.

Medical Services

Northside Hospital Duluth is located in the City. Completed in 2006, this hospital has 81 beds and emergency care service. In addition to traditional hospital services, Northside Hospital Duluth has outpatient services including Sports Medicine. Northside Hospital Duluth has plans for a large expansion onto the old Ingles site, which they acquired in 2013. Northside Hospital Duluth anchors the Medical District, which is home to a variety of medical offices and healthcare specialists.

A number of other medical service providers are located in Duluth. Clinics, pharmacies and specialists are spread out all over the city. There is a large concentration of medical service providers around Northside Hospital Duluth located within a quarter mile around the hospital on roads such as Duluth Park Lane, Howell Ferry Road and McClure Bridge Road. This concentration of medical uses has created an unofficial medical district in the city.

By 2040, ARC projects that the second largest job sector within Gwinnett County will be Medical Services just below Professional Services. By having the largest concentration of Medical Service jobs within the County, the City of Duluth should be well positioned to attract future medical growth.

Infrastructure

Telecommunications: According to the Federal Communications Commission, the City of Duluth has three providers of Broadband access with speeds over 50Mbps. This includes both Cable-DOCSIS 3.0 and Fiber to the end user. These speeds allow the City of Duluth to be competitive for high-tech companies. As the industry moves towards 5G the need for more small cell will be critical. 5G relies on small cell more than widely spaced out towers. The City should create a “connectivity vision” or telecommunication master plan in order to meet the needs of a changing industry while protecting property values and our resident’s quality of life. Per the Department of Community Affairs’ 2023 Georgia Broadband Availability Map, Duluth has zero unserved census blocks and only nine unserved locations. All of these locations are either undeveloped lots or city owned parks or property.

Water System. A Water System Purchase Agreement was entered into between Gwinnett County and the city of Duluth on December 30, 1991. Gwinnett County purchased Duluth’s water system for \$3.7 million. System assets included approximately 56 linear miles of water mains, a booster station, and approximately 3,200 water meters.

Stormwater Management: The City established a Stormwater Utility Fund in 2011 to provide funding for improvement of the City’s overall public stormwater system.

Sewer: Much of Duluth is connected to the Gwinnett County Sewer System. The City is working to expand these connections by implementing the Sanitary Sewer Master Plan.

Tourism

Downtown Duluth contains the Eddie Owen Presents at the Red Clay Theatre which hosts emerging and established musical acts in a 260-seat theater. Downtown is also a busy festival and event location. The City puts on over 40 events annually. Some of the larger events like the Fall Festival, Howl on the Green and the July 3rd event draw thousands of people from around the city and outside. With almost 15 restaurants within two blocks, the city is also becoming a dining destination for those looking for chef-driven and non-chain restaurants. The Downtown Duluth Marriott Hotel has also become a popular destination for those in town for weddings, professional associations and conferences, and events at Infinite Energy Arena.

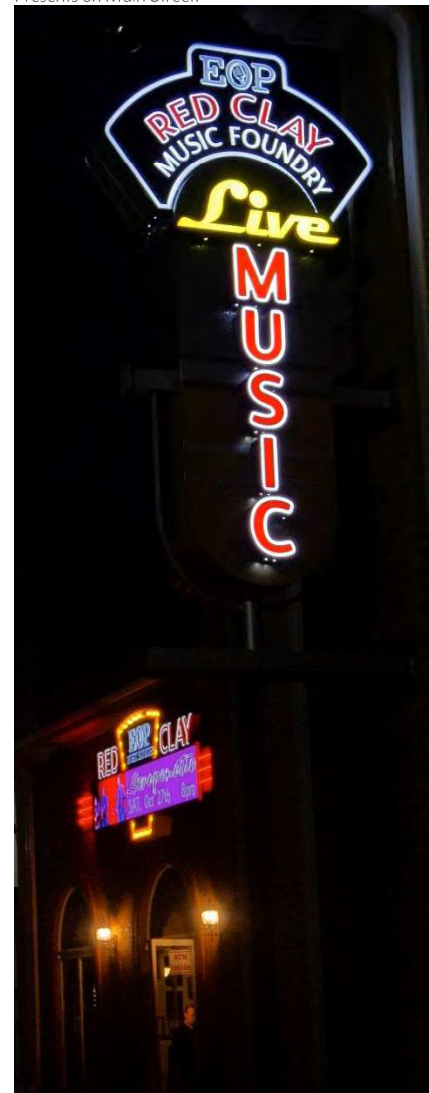
Duluth is fortunate to have the Southeastern Railway Museum, Georgia's State Transportation Museum, occupying a 35-acre site off of Buford Highway and the railroad. In operation since 1970, the Southeastern Railway Museum features about 90 items of rolling stock including historic Pullman cars and classic steam locomotives. Due to its proximity to the railroad, train enthusiasts gather at the museum and various points along the railroad to view and photograph common and rare trains as they make their way through the city.

The growing variety of recreational opportunities in Duluth is driving tourism more and more. \$10 Tubing offers an affordable tubing experience down the Chattahoochee River. Sports complexes like Scott Hudgens Park attract thousands of people to the area during the weekends.

As more public art installations appear in Downtown and throughout the city, Duluth's unique artistic culture is growing in recognition. Visitors and community members come to these locations to appreciate the creativity and capture the perfect social media snapshot. Duluth Public Arts Commission (DPAC) funds performing art concerts and performances that also aim to bring people into the City.

The Duluth Fall Festival has occurred each year for the last several decades. The Fall Festival, organized by the Fall Festival Committee, attracts tens of thousands of visitors to Downtown during the last weekend of September. Visitors explore Downtown streets while shopping at hundreds of booths, viewing live entertainment, eating a delicious assortment of food, and riding carnival rides. As a philanthropic organization, the Fall Festival Committee donates and funds substantial projects ,in partnership with the City, in order to beautify and support the Duluth community.

BELOW: The neon sight of Eddie Owen Presents on Main Street.



BELOW: Cafe lights illuminate Parsons Alley. LEFT: Carnival rides thrill guests of the Fall Festival.





LEFT: Community members participate in an interactive art board. TOP: A group of percussionists perform during Duluth Art Week. BOTTOM: The "Ascension" sculpture serves as a gateway art piece into Downtown.

Public Art

Cities all over the world gain value by weaving arts and culture into their physical, social and economic fabric. One way to express Duluth's unique arts and culture is through public art. Public art can share distinctive parts of the city's history and ever-changing culture. Public art is valuable to Duluth because it enhances place-making and the local economy. It also celebrates the community's rich history, points to collective aspirations, and reflects the city's identity and how we want the world to see our community.

The City supports public art through the Duluth Public Art Commission (DPAC). DPAC was organized to create and cultivate a more substantial art presence in the city. In 2015, the City Council adopted the Public Art Master Plan. The Public Art Master Plan details the vision and goals of the City and DPAC.

One way to help expand public art installations throughout the City is to encourage new development to include art pieces as part of their new building or site. Prior to obtaining a building permit, developers must meet with staff and a member of DPAC to discuss the benefits of public art. DPAC requests that 1% of development cost go to public art. The program is voluntary; however, numerous developers have embraced the program and installed art pieces in their developments or donated to the Public Art Fund. DPAC has used these donations to fund murals, sculptures and performances. The City has also committed to budget public art as a component of its own capital projects.

Parks & Natural Resources

The City of Duluth has seven city parks in addition to the Town Green and Chattahoochee National Recreational Area Units. Park sizes vary from as large as 47 acres to small 1.7 acre neighborhood-scaled parks. The largest park within the City of Duluth is Scott Hudgens Park which is heavily used on weekends averaging over 3,000 people a day during peak soccer weekends. Rogers Bridge Park and the Chattahoochee Dog Park, located along the Chattahoochee River, are other prominent parks in the city.

City parks are increasingly becoming a regional attraction and a central focus of Duluth. Various recreational events take place during the year at the parks for the community, the “Smores N’ Snores” at Rogers Bridge Park being one of the most popular. The reconstruction of the Rogers Bridge into a state-of-the-art multi-use bridge has restored an important connection between Johns Creek and Duluth, creating a new network of parks and trails. Through a partnership with Encore by Ashton Woods, 7 acres of land along the Chattahoochee River have already been dedicated to the City of Duluth for the expansion of Rogers Bridge Park. Future connections will increase Rogers Bridge Park’s function as a gateway into Duluth, in addition to providing greater recreational opportunities.

The Chattahoochee River is the main natural resource within the City of Duluth. A majority of Duluth’s border with the Chattahoochee is dedicated parkland, either through City parks or the Chattahoochee River National Recreational Area. The city’s proximity to the Chattahoochee provides opportunities for the community to enjoy recreation on the River; river tubing from Rogers Bridge Park is a long-time favorite.

BELOW: Reconstructed Rogers Bridge
RIGHT: A local artist participates in the “Paint-A- Drain” campaign.



Duluth is committed to protecting water resources so that they can be used and enjoyed for generations to come. City staff work diligently to keep stormwater drains free of debris, eliminate illicit discharges, and ensure that appropriate erosion controls are in place during land disturbance. The city participates in or leads several public education initiatives that highlight the damaging impacts of stormwater pollution, and encourages residents to get involved in spreading stormwater awareness. In 2020, the city launched a “Paint-A-Drain” Campaign where local artists permanently display artwork and messages to “keep the water clean” on public infrastructure. The city is also creating an animated series that will follow the stormwater mascot, “Stormy”, on adventures to learn about how stormwater is managed and why it should be protected. These short videos will appeal to a large audience, including students, homeowners and business owners, and will be available in multiple languages.

As storms become more frequent and intense, managing stormwater to protect public safety and property becomes even more critical. The City should consider ways to encourage, promote and incentivize the use of green infrastructure in new development and redevelopment. Green infrastructure provides for stormwater management and treatment on site, and can provide a variety of environmental, social and economic benefits.

The Metropolitan River Protection Act (MRPA) designates a corridor of land that extends 2,000 feet from the banks of the Chattahoochee River, from Buford Dam to the downstream limits of Fulton and Douglas counties, as an area requiring special protection. Development in the 2000-foot Chattahoochee River Corridor is regulated per MRPA as well as the Chattahoochee Corridor Plan adopted by the Atlanta Regional Commission (ARC).

BELOW: A conceptual plan for a greenway trail along the Chattahoochee River.



Education

The City of Duluth is served by Gwinnett County Public Schools (GCPS) which is Georgia's largest school district and the 13th largest in the United States with 182,000 students. GCPS has won the Broad Prize for Urban Education given to the top urban school district in the United States twice since 2010. Residents belong to either the Duluth High School Cluster or the Peachtree Ridge High School Cluster.

There are six elementary schools (Berkeley Lake, Burnette, Chattahoochee, Harris, Mason and Parsons) and three middle schools (Coleman, Duluth and Hull) that students of the City of Duluth attend. Coleman Middle School, located a block away from Downtown, was the first STEAM (Science, Technology, Engineering, Arts and Math) school in Georgia. All of these schools have exceeded the Gwinnett County School System average on the Georgia College and Career Ready Performance Index and similar standardized tests.

Private Schools

The students of Duluth are also served by private and charter schools in addition to GCPS. Notre Dame Academy, located on River Green Parkway serves over 500 students from grades 1-12. Notre Dame Academy recently constructed a turf football field and plans for an additional baseball field. Also located on River Green Parkway, the New Life Academy of Excellence, a Gwinnett County Public Schools charter school, opened in 2006 and serves almost 700 students from grades K-8. Finally, and YHALE a state charter public school opened in 2021.

Post-Secondary Education

While there are no public colleges or universities within the City of Duluth, there a number of them within a short distance of city limits. Gwinnett Technical College is located on Sugarloaf Parkway less than five miles from Duluth. Gwinnett Tech offers more than 140 associate degree, diploma and certificate programs that specialize in real-world job skills. Over 10,000 students are enrolled for the 2018-2019 school year.

Another opportunity for post high school education just outside of the city is the University of Georgia Gwinnett Campus. Located just three miles outside of Duluth, UGA Gwinnett offers classes for both undergraduate and graduate level students.

Georgia Gwinnett College is located in Lawrenceville and provides four year undergraduate and graduate level programs. The quickly growing college was founded in 1994 and currently has over 12,000 students. GGC is easily accessed from Duluth being less than 7 miles away from the city limits.



ABOVE: Duluth High School



FOUR

Formulating the Strategy

Plans need to reflect the values of those who live and work in a place. For this reason, an extensive public process was designed to put together **ForwarDuluth**. This was an iterative planning process that included identification of citywide policies for the Comprehensive Plan, in addition to examination of site-specific opportunities at a smaller scale. The process tapped the knowledge of a local expert Steering Committee, but also encouraged new voices to participate. At the same time, it's not enough to simply listen to the voices of the public without caution. These comments, opinions, and concerns must be viewed in light of facts and research and the constraints that shape the City. A balance between listening to the community, consideration of planning theory, and a knowledge of the facts on the ground creates implementation actions that are grounded and achievable, but also inspirational.

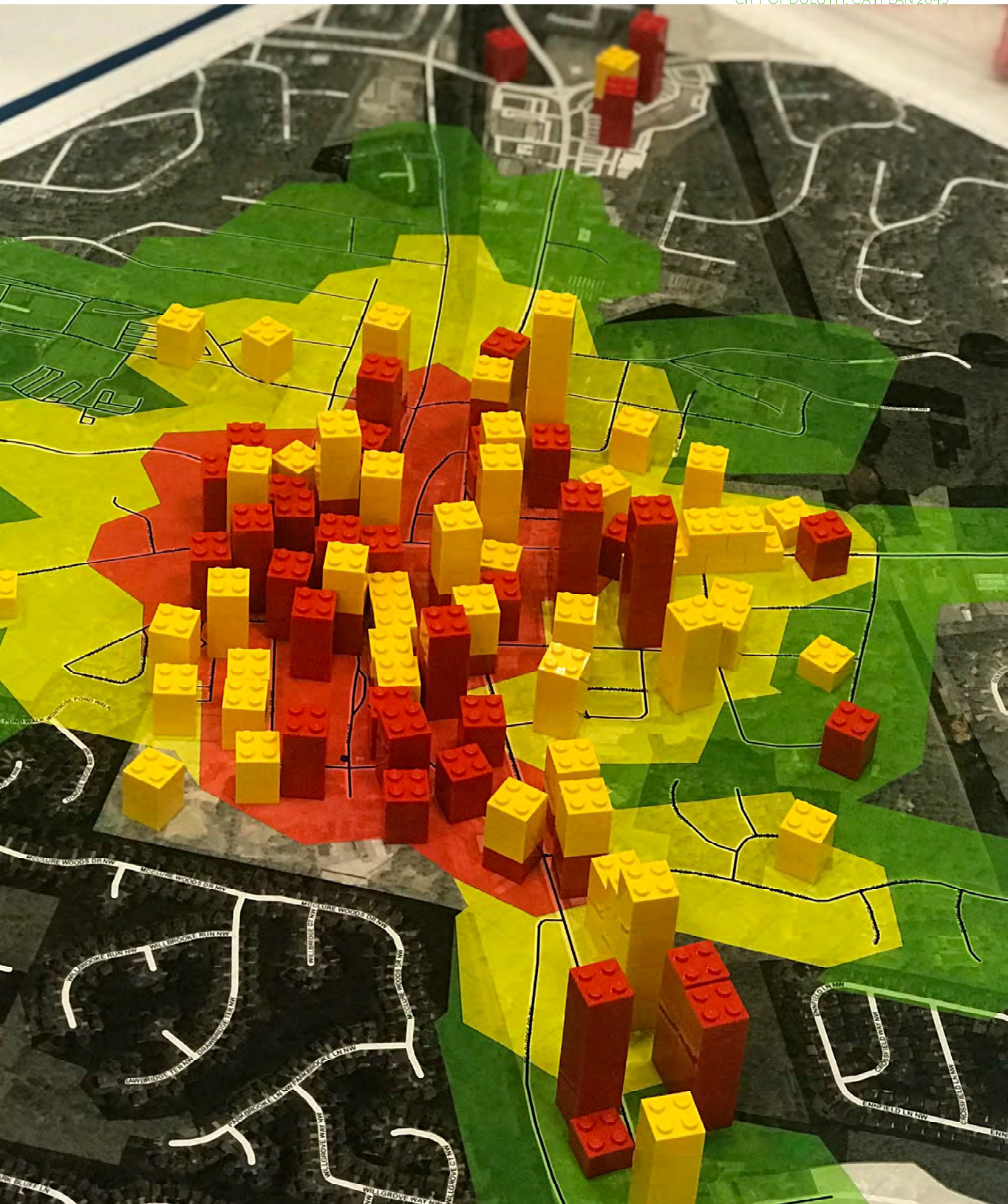
In 2019, City of Duluth staff and the Atlanta Regional Commission (ARC) designed a number of communication tools and activities to ensure that meaningful community input would form the backbone of this plan. The Steering Committee played an essential role in providing input to the Comprehensive Planning process and represented a diverse cross-section of the town. The members' role was to provide input so that the plan was in line with Duluth's community values.

Likewise, City staff reengaged the community for the 2024 update by forming a new steering committee comprised of elected and appointed officials, local leaders, and residents. This group engaged in a number of public outreach opportunities including: a public open house, work sessions with the Planning Commission, and an online public survey.

These ideas were then woven into the list of Assets and Challenges in the following chapters, and those Assets and Challenges form the framework for The Short Term Work Program.

This process of engagement is summarized on the following pages.







ABOVE: Community Open House participants envision the future of Downtown Duluth by imagining the proper density that should be found within a walking distance of Downtown. Participants were asked to place LEGO bricks at locations within the city where they think higher density development would be appropriate. Most results were 4-5 stories of residential and/or commercial within the downtown area.

Steering Committee

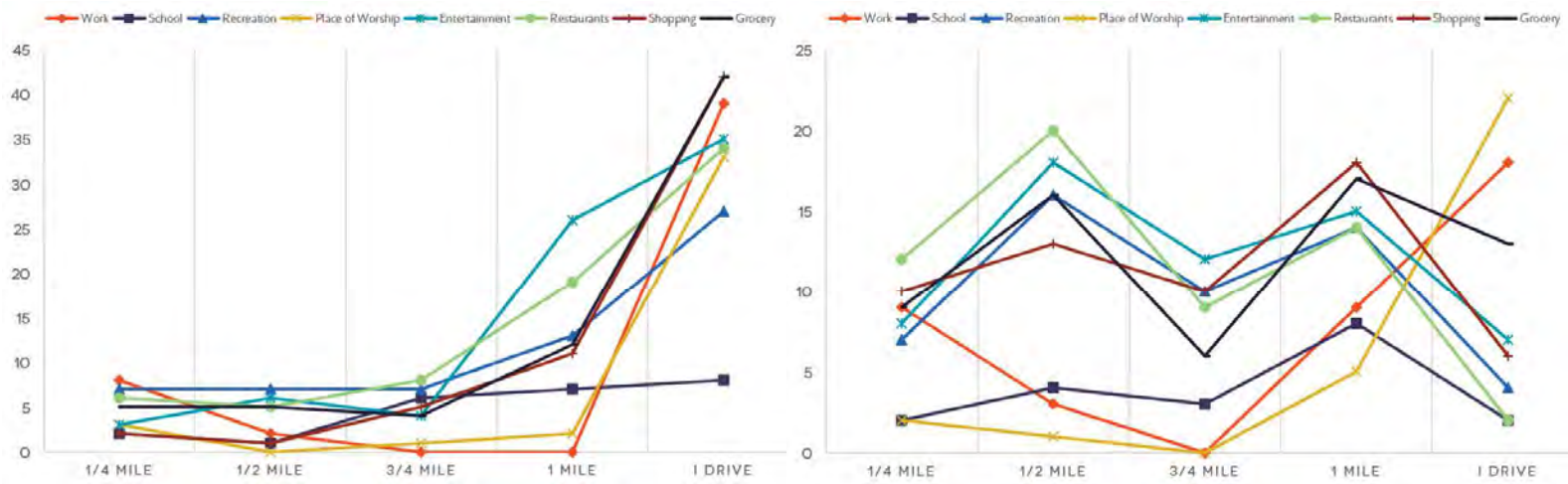
A Steering Committee was formed with members of the Planning Staff, Planning Commission, economic development staff and City Council members. This committee evaluated the existing plan, updated data and information, provided topics for consideration and helped facilitate public engagement during the Open House. At each phase of the planning process, the Committee provided a valuable perspective that helped refine the Comprehensive Planning process.

Public Open House

An open house was held in 2018 to get feedback on issues and provide direction to the plan. Having already collected feedback from stakeholders and City Council members during previous meetings, the Open House provided an opportunity for the public-at-large to participate in interactive planning activities. A number of communication tools and activities were designed to ensure that meaningful community input would form the backbone of this plan. Another Public Open House was performed in 2023. In this Open House, community members were encouraged to identify areas in town to celebrate and those in need of attention. The results are summarized on the following pages.



RIGHT: The Public Open House advertisement sits at the corner of West Lawrenceville Street and Main Street during rush hour.



‘Walk There’ Activity

Participants were asked to describe how far they walk to different destinations today, given the City’s current pedestrian infrastructure and connectivity, and how far they would ideally want to walk in the future. Unsurprisingly, most residents indicated that they drive to those destinations today, yet there was wide enthusiasm for walking if pedestrian connections were expanded and improved. Participants indicated that they would be willing to walk a half mile or a mile in the future if possible. This outcome is very encouraging and shows public support for the City’s goal to increase pedestrian connections throughout Duluth.

ABOVE: Summary graphs describe an activity where Open House participants indicated where and how far they would walk today vs where and how far they would walk in an ideal future with ideal pedestrian infrastructure.



Preferred style of single family detached executive housing near downtown.



Preferred style of single family attached executive housing near downtown.



Preferred style of single family detached executive housing in a subdivision.

Residential Visual Preference Survey

Throughout the Comprehensive Plan update process, both the wider community and the Steering Committee expressed a concern in the lack of ‘executive style’ housing within the city limits. The term ‘executive style’ housing means many things to many different people. In order to better understand what housing type the community envisioned as fulfilling the Executive Housing deficit, Planning Staff and the Steering Committee conducted a residential visual preference survey.

Participants were asked to identify their preferred style of Executive Housing and identify if it is more appropriate for the downtown areas versus a subdivision. The community was presented with a wide variety of housing types and architectural styles ranging from a more traditional, classical architecture mansion to a modern apartment building. The three above images were chosen as the preferred executive housing type and style. Conversely, luxury apartments and massive mansions were identified as not the appropriate type or style of Executive Housing preferred in Duluth.

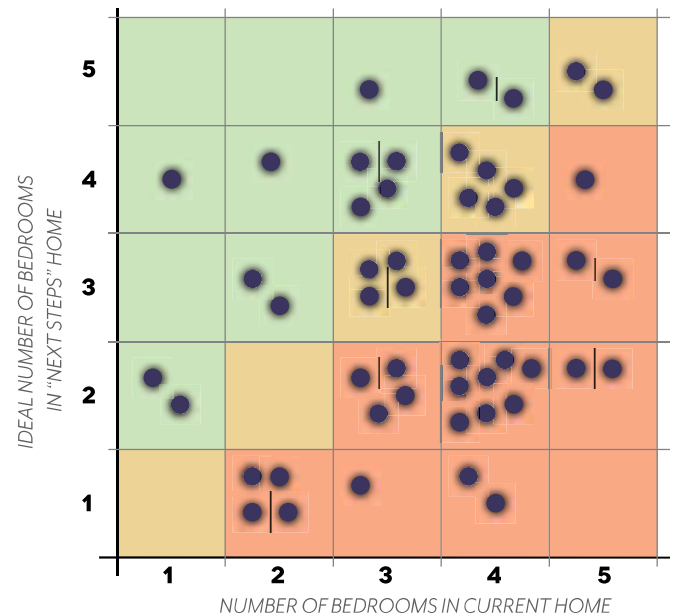
Next Steps Matrix

Participants were asked about their future housing plans. Open House participants were asked to indicate the number of bedrooms they have in their current home and the ideal number of bedrooms in their “next step” home. For example, a participant would put a purple dot in (2,1) if they would say, “My home has two bedrooms, but I’d like to move to a house that has only one bedroom.” This data is summarized in the matrix to the right.

The green blocks indicate that the participant would like to move up, the yellow indicates that the participant is satisfied with the number of bedrooms in their current home, and the red means that the participant wants to down-size. Based on this exercise, around 24% of participants want to “move up” and 20% are satisfied with their bedroom number. Over half of participants want to downsize.

These percentages could be explained by many factors, including the age and life-stage of the participants of the Open House. While, it could be tempting to apply these fascinating findings to the wider Duluth population, a more thorough housing survey should be conducted to fulfill the needs of our community.

BELOW: Results of the “What is Your Next Step” Activity





ABOVE: The former Ingles building at the corner of Pleasant Hill Rd and Howell Ferry Rd sits empty.



ABOVE: South Buford Highway. There are a number of vacant or under-used properties along this stretch of road, serving as eye-sores within the community.

Key Areas Needing Attention

In 2023 the Steering Committee directed staff to focus on the following:

1. Improving the City's long-range plans for alternative modes of transportation, including public transit, micro-modal transit, and bicycle and pedestrian connectivity. Additionally, the committee identifies the need for existing transportation corridors to feel safe for multiple types of users.
 2. Improving the City's focus on environmental sustainability and energy efficiency. Specifically the committee identified the following goals: identify opportunities to increase energy efficiency standards in government buildings, utilize native plantings and sustainable landscaping in development or redevelopment opportunities, and amenitize stormwater management facilities and enumerate stormwater management goals.
 3. Identifying opportunities to expand the City's housing supply and housing type, including housing affordability and housing attainability. The committee identified the need to partner with local organizations to expand low-income housing and discussed the feasibility of participating with the development community to expand the City's housing type and affordability.
 4. Examining the ways in which the City takes all types of people into consideration during the planning process. Specifically, the committee identified the importance of planning for the City's youth and its aging communities. The committee emphasized a desire to design spaces that are welcoming to all ages, especially through our parks and recreation department.
- The Steering Committee and the community were asked what areas of the City needed attention. This question wasn't asking necessarily which areas needed improvement, just attention. The responses ranged from areas that are currently undeveloped or underdeveloped to areas that have perhaps reached the economic life and needed redevelopment.



ABOVE: Public Open House participants were asked to identify areas within the City that need attention (red) and their favorite places (green).

The committee then discussed areas within the community that are in need of attention or pose an opportunity for redevelopment. These areas were:

1. Commercial properties north and south of Downtown Duluth along Buford Highway,
2. The Duluth Station shopping center,
3. Rivergreen Industrial Park
4. The Milam Property along the Chattahoochee River,
5. The Hudgens Property at the intersection of Peachtree Industrial Boulevard and Pleasant Hill Road,
6. Large residential properties along Duluth Highway



ABOVE: The community gathers at Parsons Alley in Downtown during an Art Week event.



ABOVE: A popular pedestrian path at Bunten Road Park.

Favorite Places

The Steering Committee and community's favorite places were much more concise. Downtown and city parks were by far the most common favorite places. This confirms the City's continued efforts in helping to provide a high quality of life. Downtown with its unique dining and retail options along with family friendly entertainment options were noted as the reasons for being a favorite place. The city parks, most notably Bunten Road Park and Scott Hudgens, were also selected due to their high quality facilities and fields. The City continues to invest in both of these areas and should continue to be city assets for years to come.

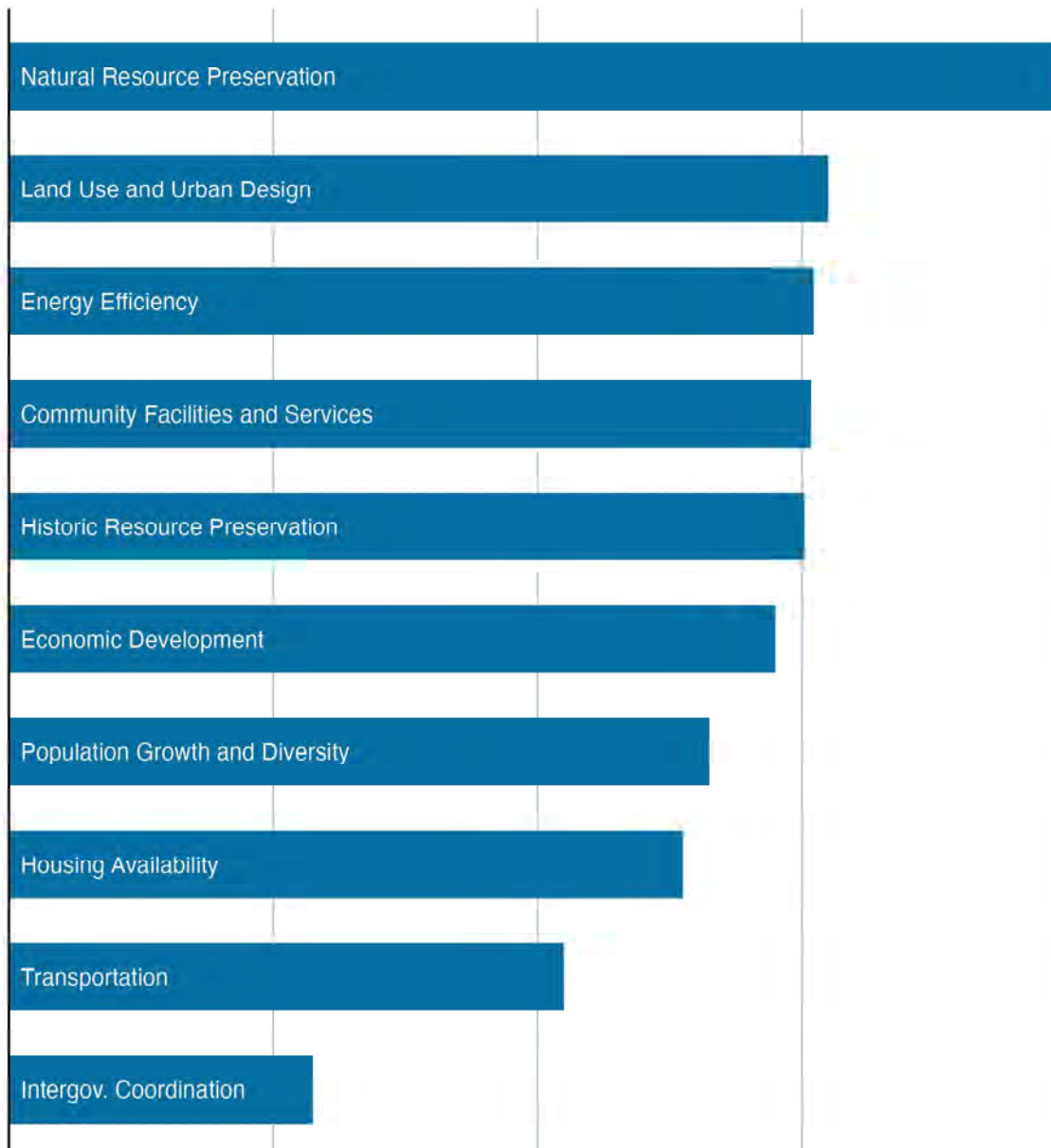
Community Policy Preference

In 2023 staff engaged the community in a public survey to see if the city's current policies, goals, and objectives still aligned with those of its community members. Of the many goals, objectives, and policies the city has the survey asks the community to identify how important a cross section of these policies are to them. On average, survey respondents agreed or strongly agreed with all thirty-two policies provided in the survey. The most highly rated policy preference of all respondents was the city's focus on the improvement of air and water quality, and the protection of its natural resources. Other policies of particular interest were the city's focus on the adaptive reuse of underperforming properties, and the continued improvement of the city's sidewalks, roads, and bridges. While respondents overall agreed with every policy, two policies with the least favorable rating were the goals to increase the downtown population to support local stores and restaurants, and the city's goal to logically reshape its municipal boundary through annexation.

City Policy Category Ranking

The steering committee, participants of the public open house, and participants of the public survey were asked to rank ten city wide policy categories from most to least important. Far and away the most highly ranked city policy category was the preservation of natural resources. Within this category preference, the community cited a variety of reasons including a focus on policies to combat the effects of climate change, the stewardship of natural resources in and adjacent to the city, and the preservation of greenspace from future development. Staff has incorporated these preferences into a variety of policy goals and short-term work program items including focusing new development efforts on the redevelopment of aging or underutilized properties and identifying strategies for public stormwater infrastructure to be retrofitted to accommodate increased hazard and storm events.

Additionally, the community time and again recognized the downtown area as vibrant, engaging, and welcoming to the whole community. Respondents encouraged staff to continue utilizing land use and urban design best practices to maintain the areas vibrancy and activity.





ABOVE: The community gathers on the Town Green for a concert series.

Needs and Opportunities

Throughout the process of writing this Comprehensive Plan, the residents, business owners and stakeholders of the community have been passionately engaged and have demonstrated a high level of excitement about the many ideas that have emerged to move Duluth forward. While many different voices and opinions have been raised, one thing that is abundantly clear is that the people of Duluth are enthusiastic about the future of their city. The process described earlier in this chapter helped create a list of city-wide needs and opportunities. It is important to note that the city-wide list of needs and opportunities may not reflect the specific needs and opportunities of a character area. The needs and opportunities of each character area are listed in more detail in the following chapter. The City's needs and opportunities are reflected in the City's Policies and Short-Term Work Program.

Community Needs:

1. Improve the City's long-range plans for alternative modes of transportation, including public transit, micro-modal transit, and bicycle and pedestrian connectivity.
2. Improve existing transportation corridors to feel safe for multiple types of users.
3. Improve the City's focus on environmental sustainability and energy efficiency. Specifically the steering committee identified the following goals: identify opportunities to increase energy efficiency standards in government buildings, utilize native plantings and sustainable landscaping in development or redevelopment opportunities, and amenitize stormwater management facilities and enumerate stormwater management goals.
4. Plan for the City's youth and its aging communities. The committee emphasized a desire to design spaces that are welcoming to all ages, especially through our parks and recreation

department.

5. Improve wayfinding and signage for the free and public parking in the downtown area.
6. Preserve the City's tree canopy through a modern tree ordinance.
7. Focus on redevelopment over green field development.
8. Mitigate the effects of new residential development on the City's transportation network.
9. Maintain a high standard for existing housing options through effective code enforcement.
10. Find opportunities to provide more affordable housing options.

Community Opportunities:

1. Partner with local organizations to expand low-income housing.
2. Partner with the development community to expand the City's housing type and affordability.
3. Expand the City's housing supply and housing type, including housing affordability and housing attainability, through infill development.
4. Leverage the City's historic downtown to recruit unique retail and restaurant options.
5. Partner with Northside Hospital to see redevelopment occur on the old Ingles property.
6. Amend the zoning code to allow for a more diversity of commercial and residential land uses.
7. Relieve parking availability by connect downtown to surrounding neighborhoods through the use of bicycle and pedestrian trails.

FIVE Vision & Aspirations

Who do we want our city to be? What do we want to be known for?

Informed by public input and findings from other planning efforts, Staff has worked collaboratively with the community, the Steering Committee, and City Council to develop an inspirational vision and achievable goals for Duluth. While every section of **ForwardDuluth** is central to implementing our vision and goals, the Character Areas and Future Land Use Maps are the most influential in terms of daily decision-making and land use changes.



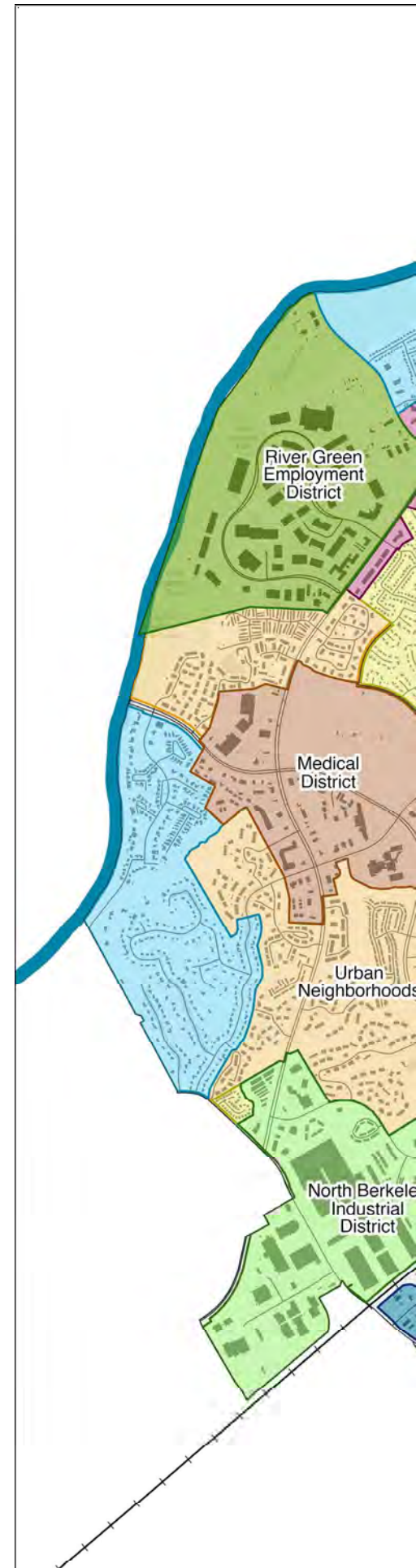
RIGHT: A kinetic art piece, "Phoenix" by artist Andrew Carson, in Parsons Alley.

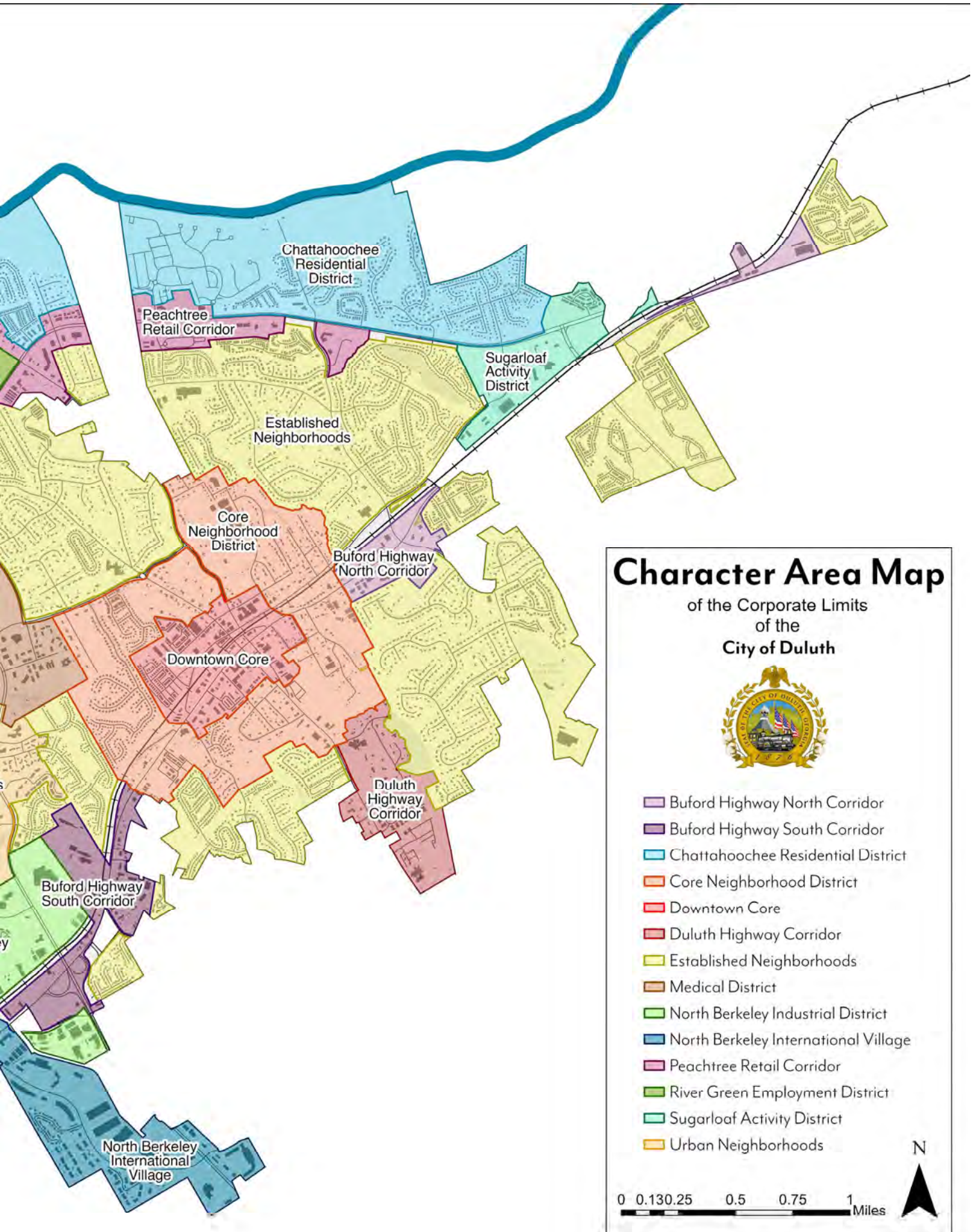


CHARACTER AREAS

Perhaps the most significant change in this Comprehensive Plan from the previous editions is how the City classifies our Character Areas. **ForwardDuluth** focuses more on geography and land use potential than in past Comprehensive Plans. The City is divided into 14 different Character Areas each with its own specific list of goals, policies and vision. Some Character Areas such as the Medical District and Downtown Core anticipate substantial change and therefore include goals and policies to best plan for quality developments. In other Character Areas, preservation and maintenance are the main goals like in the North Berkeley International Village and Urban Neighborhood Character Areas.

The Character Area Map is intended to work hand-in-hand with the Future Land Use Map when considering city-wide policies and when land use applications are presented to City Council. The Character Area Map and related text will set the overarching goals for specific areas within the City. The Future Land Use Map gives parcel by parcel recommendations for future development. When reviewing land use applications staff, Planning Commission, Zoning Board of Appeals and City Council will consider what the Character Area and Future Land Use Map have determined appropriate. City Council will ultimately decide if a potential development meets the goals and vision or does not. Of course technology, demographics and development climate can change rapidly and final land use decisions may not always align with the maps in **ForwardDuluth**. The following maps and elaborative text serve as a guide and not as legal policy.





Downtown Core

Our Downtown will be the cultural and entertainment heart of the City and region, celebrating the hometown, historic character while utilizing big city aesthetic and amenities.

Historic Downtown Duluth has experienced a revitalization that is perhaps unrivaled in metro-Atlanta. Through careful planning and strategic land deals, the City has seen a number of properties that were industrial, under-utilized or undesirable land uses redeveloped into high quality commercial and residential property. Including:

1. The Parsons Alley Redevelopment (2017). A public/private redevelopment partnership of old commercial and warehouse buildings and recipient of the 2017 Charter Award from the Congress for New Urbanism and ARC's 2017 Development of Excellence Award.
2. The South on Main Redevelopment (2020). A redevelopment of a former concrete plant into a single-family attached and detached neighborhood located within the historic downtown street grid.
3. The Marriott Hotel Redevelopment (2020). A public/private partnership to redevelop a surface parking lot into a 101-room hotel and public parking deck through a condominium agreement with the City and hospitality group.
4. The Downtown Duluth Gwinnett Library Redevelopment (2021). A redevelopment of a landscaping business into a state-of-the-art downtown library.
5. The Jewell Box Redevelopment (2023). A public /private partnership to redevelop the former "paver lot" into a modern burger restaurant and public green space which has become the focal point of evening activity on the Town Green.
6. The Thrive Redevelopment (Ongoing). A public/private partnership to construct a shared workspace and provide additional public parking in the downtown block.
7. The CoHatch Redevelopment (Ongoing). A private redevelopment effort to use the old United Tool building as a shared workspace and small business incubator through adaptive reuse of the existing building.

As these industrial properties are redeveloped, the available land in the area around the Town Green is quickly disappearing. Most of the future downtown development will take place along Buford Highway and Duluth Highway to a lesser degree. Multi-family developments should be concentrated along Buford Highway to create more of a downtown feel on Buford Highway. Old and under-utilized properties in Downtown should be redeveloped into dense residential and mixed-use developments. Building heights of 2-5 stories are appropriate for the Downtown Character area. For residential developments, densities up to 40 units/acre are appropriate. Buildings over 5 stories may be appropriate on parcels that are below the grade of Buford Highway and Duluth Highway particularly on Howell Street. Downtown should have a high concentration of restaurant, retail and office establishments. Therefore, auto-centric businesses should be phased out from Downtown.



RIGHT: Potential redevelopment site of City owned property (2023)

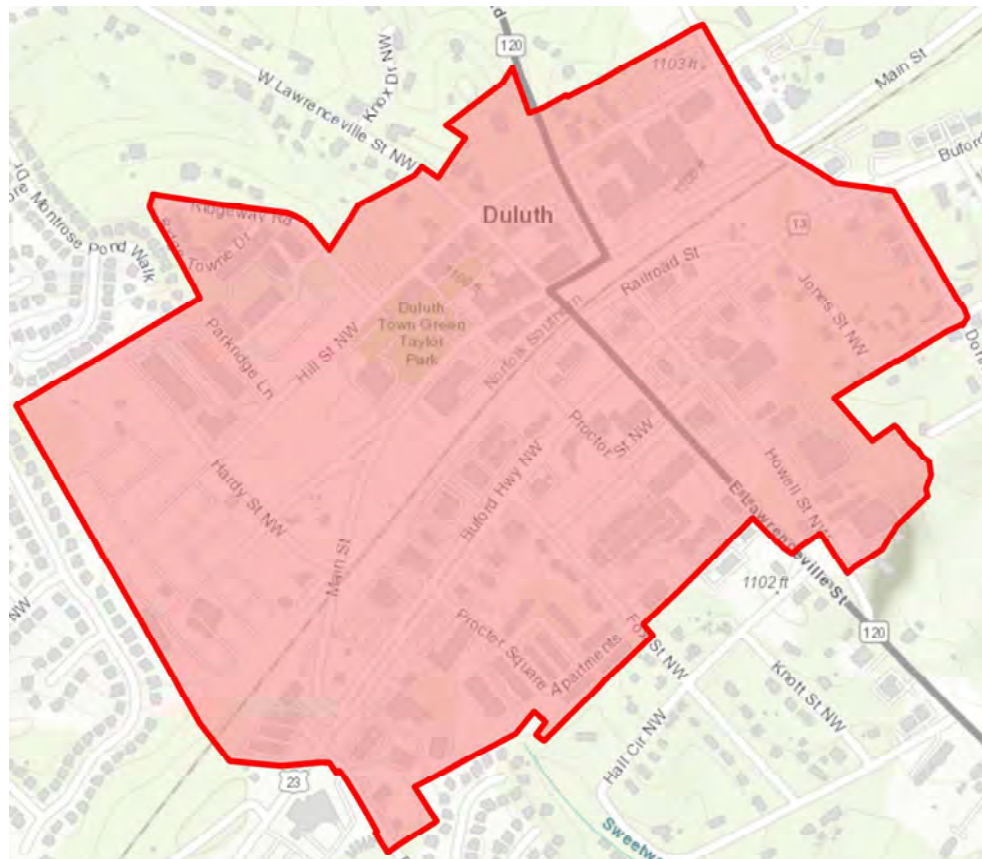
BELOW: The Jewell Box Redevelopment (2023)



Aspirations

- Encourage redevelopment of older and underutilized buildings particularly into dense residential and mixed use developments.
- Continue to recruit high quality retail tenants and locally owned/chef driven restaurants to Downtown.
- Reduce/eliminate automotive uses in Downtown. This includes gas stations, auto accessory establishments, tire stores, mechanics, etc.
- Work with Norfolk Southern to have Duluth be a “quiet zone”.
- Improve pedestrian at grade crossings along and over state highways and railroad.
- Encourage improved pedestrian mobility options within the character area.
- Reduce/eliminate drive-thru establishments in this District.
- Encourage shared parking strategies between businesses and the City.
- Encourage Public/Private partnerships through Tax Allocation District (TAD) funding.

BELOW: Downtown Core is distinguished in red. The Downtown Core is surrounded by the supporting residential developments in the Core Neighborhood District.



Downtown Duluth 2016



Downtown Duluth TODAY



PARSONS ALLEY TODAY



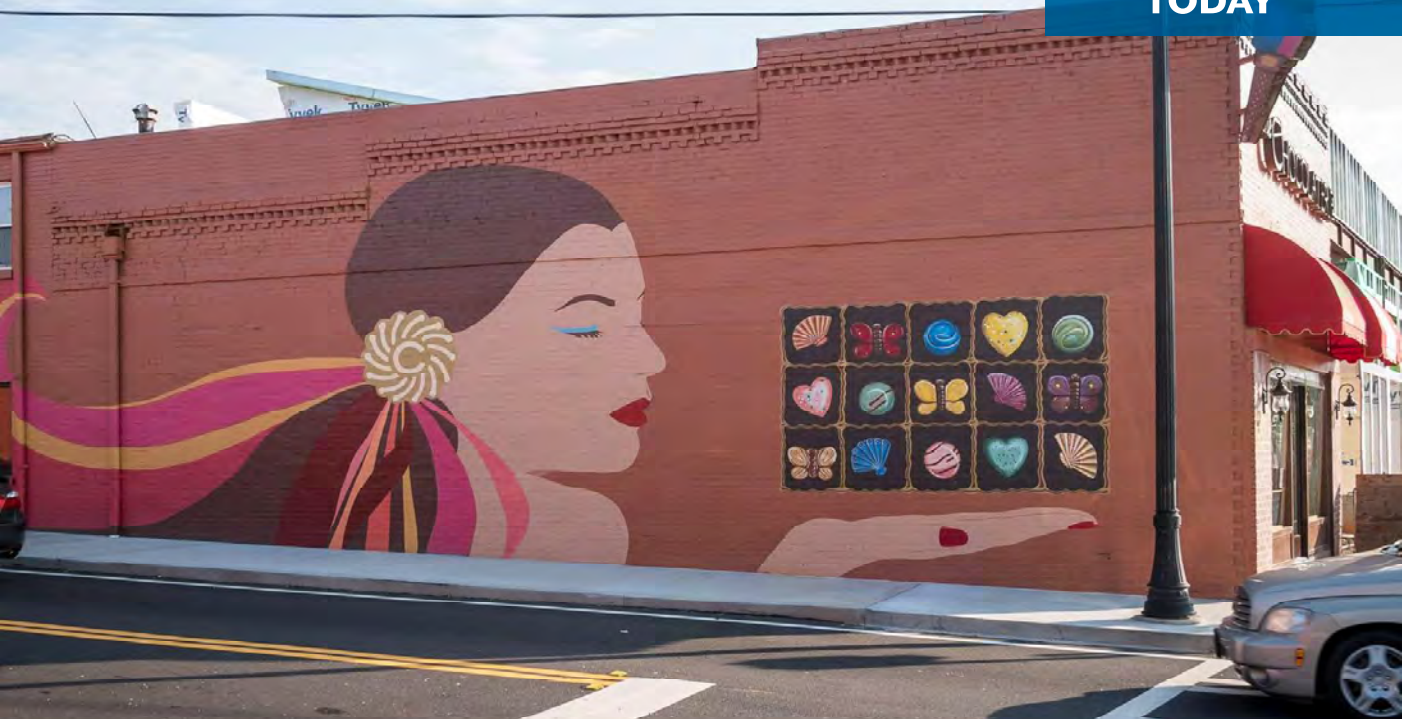
BELOW: The Town Green and Fountain are popular places of gathering.



PARSONS ALLEY 2011



W LAWRENCEVILLE TODAY



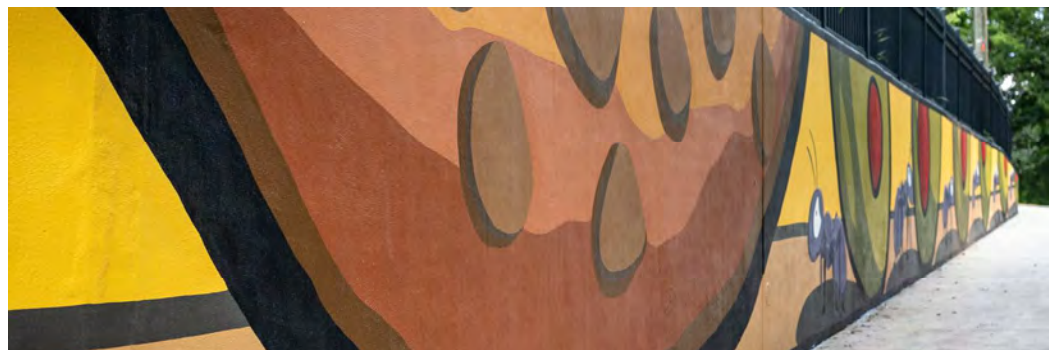
W LAWRENCEVILLE 2006



BELOW: SODO Apartments (2023) at the corner of the soon to be Davenport Road and Buford Highway Intersection



ABOVE: The community gathers at a local public house during the evening. BELOW: Dream Big, a DPAC commissioned mural painted by Brenda Ehly, on Hill Street next to Parsons Alley.



Core Neighborhood District

Core Neighborhoods will be denser, connected neighborhoods, easily accessible to Downtown through a system of trails, sidewalks and road connections, while capitalizing on existing traditional street fabric and opportunities for redevelopment and infill.

This is not a homogeneous collection of neighborhoods. The age of the neighborhoods within this Character Area spans a large range, from early 20th century (W. Lawrenceville Street) to the 1990s (McClure Place and Willbrooke). Buford Highway and Duluth Highway/Abbotts Bridge Road divide this Character Area into quadrants. The northwest quadrant contains the Pinecrest Neighborhood. The northeast quadrant is the Hill Community. The southeast is the Hall Circle area. Finally, the southwest quadrant contains the newest homes with McClure Place and Willbrooke. Each quadrant has characteristics that bring different sets of assets and challenges. For example, the southeast and southwest quadrants have sewer whereas the northern quadrants do not. The lack of sewer greatly inhibits redevelopment or infill efforts due to a need for large lots for septic fields. Buford Highway and Duluth Highway act as major barriers, bisecting the District into disjointed portions. Commercial and retail along Buford Highway is characterized by a wide range of mid-size businesses and office locations. These commercial properties have been targeted for redevelopment and reinvestment in recent years. This is expected to continue, possibly at a faster pace than in recent years. Recent streetscape improvements along a portion of Buford Highway have improved aesthetics and safety.

Core Neighborhoods will continue to play an important role in anchoring adjoining Downtown within the city, while providing the community with a wide variety of housing types within walking distance of unique retail, recreation, and entertainment. Many different existing neighborhoods make up this District; each neighborhood has distinctive characteristics that should be celebrated through improved placemaking. There is great potential for infill and reinvestment within many of the maturing neighborhoods, but redevelopment should be balanced with preserving the qualities of the neighborhoods that have made them foundational to the prosperity of Duluth. Innovative residential infill can include accessory dwelling units, duplexes, and village townhome clusters on small lots. The preservation of historic or important buildings and landmarks should be a goal of the city. Offering density bonuses or some other incentive to save or rehabilitate these buildings should be a tool the city uses for historic preservation purposes. Future development will build off of the existing strong community culture and connected neighborhood fabric. Redevelopment and new residential should be developed using traditional neighborhood design principles, encouraging smaller lots and cottage-style homes with pedestrian-oriented street frontage.

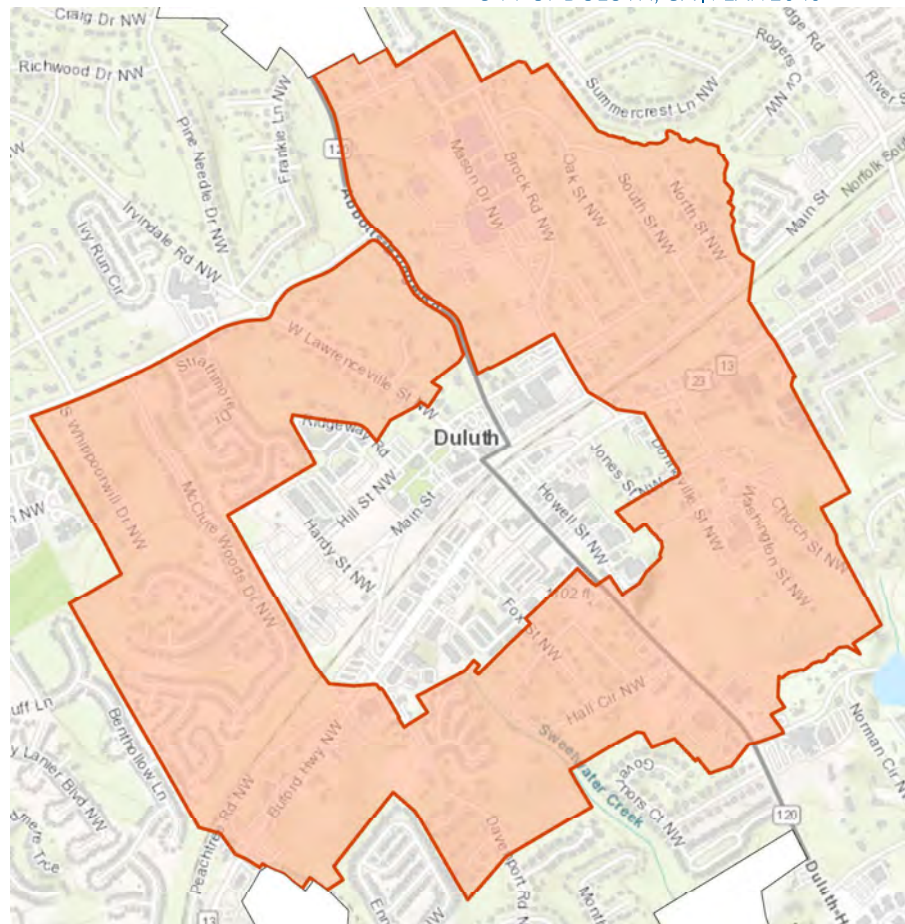


ABOVE: Willbrooke Trail Installation.
 RIGHT TOP: Representative housing type character of the Pinecrest Neighborhood.
 RIGHT BOTTOM: Representative housing type character of the Willbrooke Neighborhood.

RIGHT: The Core Neighborhood District is distinguished in orange/peach. The District surrounds the Downtown Core and is bordered by various other character areas.

Aspirations

- Continue to explore possible street and pedestrian connections between neighborhoods and towards Downtown through land acquisition.
- Encourage development to increase housing units within walking distance (.75 miles) of Downtown.
- Update and adopt the Pinecrest Neighborhood Plan.
- Update and adopt the Hill Community Neighborhood Plan.
- Create and adopt Hall Circle Neighborhood Plan.
- Identify redevelopment grants and incentives that would help reduce barriers in order to improve or to spur redevelopment in targeted neighborhoods.
- Investigate policy changes that are aligned with the ARC's Lifelong Communities Initiative that would allow accessory dwelling units, promote infill housing, and reduce the minimum square footage requirements.
- Begin streetscape and infrastructure improvements in preparation for neighborhood redevelopment. Specifically extending sewer along Hill Street to South Street. Extend Hill Street to South Street.
- Discourage dead end streets, when appropriate.
- Create an Infill Development Ordinance.
- Explore climate resiliency measures to retrofit existing neighborhoods with open space, pocket parks, and green infrastructure.



ABOVE: An aerial of the Buford Housing Authority on Main St. BELOW: Rendering of redevelopment possibilities. There is potential to redevelop underutilized properties with creative urban design and with higher density through an Infill Development Ordinance.



Urban Neighborhoods

The Urban Neighborhoods will be a high quality multi-family corridor with connection through multi-modal transportation to regional employment opportunities.

Concentrated along Peachtree Industrial Boulevard, an important regional artery, the multi-family attached dwellings that largely characterize the Urban Neighborhoods are an important component of the City's housing stock. Mainly developed during the late 1980s and 1990s, the garden style apartments are a result of a construction boom that had an extensive regional impact in terms of multi-family housing. The existing garden style of the apartment complexes results in a lower density than newer apartment developments found within Duluth, like District at Duluth or the Heights at Sugarloaf.

The Urban Neighborhoods will play an important role in supporting Duluth's regional employment centers, particularly those adjacent to the neighborhoods, by housing a large workforce in close proximity to the employment opportunities. These neighborhoods will be anchored by mixed-use neighborhood marketplaces, located at key intersections. As redevelopment of the residential complexes occurs, it is expected that density will increase. In order for the financing to work on these 30 year old complexes, a development will need to have at least as many units as it currently has on less acreage, to provide an opportunity for mixed-use with some number of townhomes, single family homes or non residential uses.

This district has the potential to be an interconnected, multi-modal residential hub within the City. The Western Gwinnett Pathway, a 10 foot wide multi-use trail along Peachtree Industrial Boulevard, already extends throughout the district. The Peachtree Industrial Boulevard (PIB) Smart Corridor Project will be a key factor in improving vehicular traffic through the district. In addition, the



Aspirations

- Encourage redevelopment of older apartment complexes into mixed-use or mixed-residential developments with more units on less acreage to make it financially feasible.
- Maintain a high quality multi-family housing stock through code enforcement and the Multi-Family Inspection Program.
- Explore future connectivity through transit options and improved pedestrian infrastructure.
- Continue to support the completion of the Western Gwinnett Pathway.
- Explore opportunities to create pedestrian connections to future greenway trail along the river.
- Encourage the county to connect existing multi-family units to future transit stops.
- Explore climate resiliency measures to retrofit existing neighborhoods with open space, pocket parks, and green infrastructure.

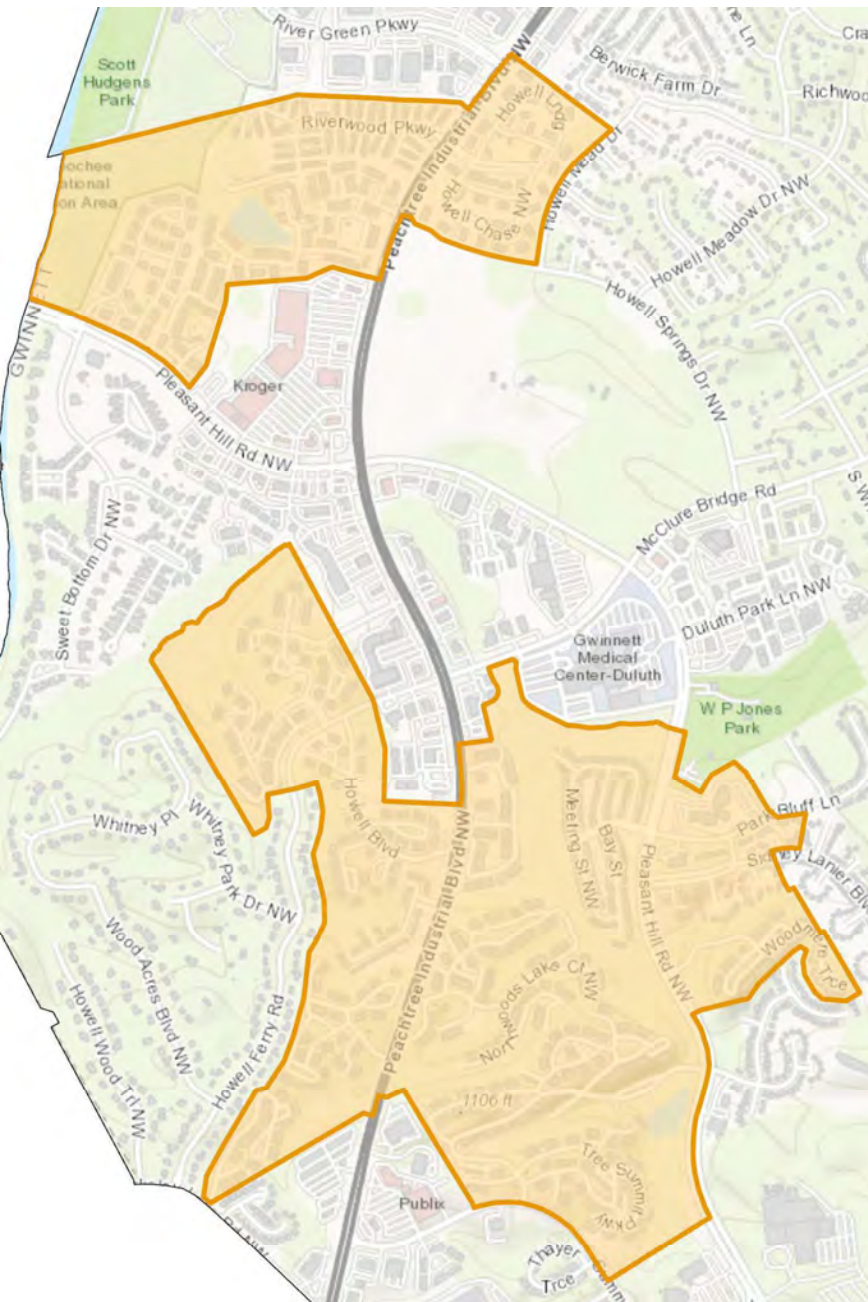
Gwinnett County Transit Plan recommends several bus routes to traverse this area of the City, further increasing multi-modal connectivity. In light of this unique potential, transit-oriented development should be promoted during property redevelopment. When redeveloped, special emphasis on inter-parcel connectivity via streets and sidewalks should be promoted instead of having singular, disjointed developments.



ABOVE: A rendering of the Broadview Place Manor Neighborhood at Lindbergh City Center, part of the redevelopment of low density apartments.



ABOVE: A typical site plan for a garden style apartment complex in Duluth. Each apartment building is detached and isolated in the landscape from the other buildings. This site design is associated with a lack of community and safety. Many of the complexes in the Urban Neighborhoods District are in this form.



LEFT: The Urban Neighborhoods, shown in orange, surround the Medical District. Urban Neighborhoods also share a substantial border with the River Green and North Berkeley Industrial. Both Peachtree Industrial Boulevard and Pleasant Hill Road form important spines throughout the district.

Chattahoochee Residential District

The Chattahoochee Residential District will be the City's premier residential district for large lot, executive style homes.

The Chattahoochee Residential District is made up of existing neighborhoods and large tracts of land that have large lot residential potential. Located between Peachtree Industrial Boulevard and the Chattahoochee River, this area provides great vehicular accessibility as well as great natural amenities. Rogers Bridge Park and the Chattahoochee Dog Park are located in this character area in addition to the Chattahoochee River. This district also benefits from the Western Gwinnett Pathway that follows Peachtree Industrial Boulevard. The existing neighborhoods range in housing styles and price points.



The large property located on Rogers Bridge Road, known as the “Milam Property” was rezoned in 2015 to allow for 77 executive homes. For years, city staff and officials have heard from the community that there is a lack of executive style homes in Duluth. The Encore subdivision, which occupies the former golf course has been under construction since the beginning of 2020. This project has added an over 400 single-family attached or detached homes to Duluth's housing stock. Throughout Encore's rezoning process, City staff encouraged the developer to incorporate principles of the urban transect, by which high density units are located closer to major thoroughfares, and density decreases towards environmental features. As such, the Encore Subdivision consolidates its townhome units near Peachtree Industrial Boulevard and provides large single family homes along the Chattahoochee River. As this character area is further developed, staff should help maintain the desirability of these neighborhoods through active code enforcement, and consistent improvements to City owned infrastructure i.e. roads, sidewalks, and stormwater.

As a policy, apartments should be located closer to activity nodes where the City desires to increase density, such as Downtown. This Character Area should prohibit apartments and remain single family in nature with single family detached homes and townhomes.

Aspirations

- Provide much needed estate style executive housing .
- Utilize the 9 acre tract of land behind the Encore Subdivision, and similar greenspaces along the river, as part of a larger greenway network connecting Rogers Bridge Park and Scott Hudgens Park.
- Explore climate resiliency measures to retrofit existing neighborhoods with open space, pocket parks, and green infrastructure.

RIGHT: The Encore Subdivision demonstrating the urban transect in neighborhood design.

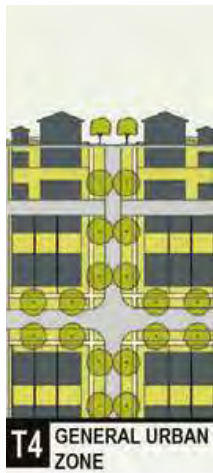




ABOVE: Reconstructed Rogers Bridge across the Chattahoochee River to Johns Creek.

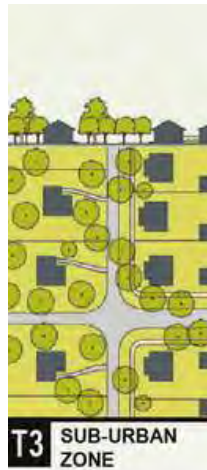


ABOVE: Castlemaine Neighborhood, north of Peachtree Industrial Boulevard, is an example of executive style housing appropriate in this district.



New development closest to Peachtree Industrial Boulevard should be of greater density. Both commercial and residential, or mixed use, development is appropriate. Streets should be well connected.

T4 GENERAL URBAN ZONE



Residential density begins to increase the closer development gets to Peachtree Industrial Boulevard. Streets may transition into becoming more gridded and connected. A range of medium to small lots is appropriate.

T3 SUB-URBAN ZONE



Stepping back from the River, development closest to the natural zone should be more rural in nature. Large lot residential development is appropriate to protect the natural functions of this low lying land.

T2 RURAL ZONE



New development should transition into a riparian buffer as it approaches the Chattahoochee River. Passive recreational uses are allowed. Care should be given to preserve and protect these areas.

T1 NATURAL ZONE



Established Neighborhoods

Established Neighborhoods will continue to be the backbone of Duluth's residential community.

Established Neighborhoods, where a large portion of our community lives, present residents a wide range of housing options. Established Neighborhoods offer residents a high standard of family living near all of the amenities and employment that Duluth has to offer and with close proximity to regional connectors like Peachtree Industrial Boulevard, Buford Highway and Pleasant Hill Road. Ranging from traditional suburban neighborhoods to more walkable and community centered town-home developments, a variety of housing types and price ranges gives a wide variety of people across income levels, age groups and other social strata the opportunity to live in Duluth. The longevity of these neighborhoods is supported by high quality schools and world class parks.

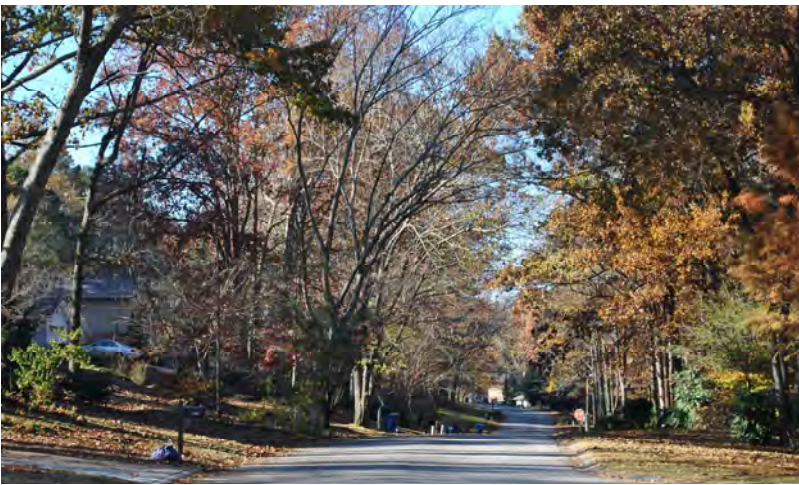
Conventional suburban neighborhoods, like Riverbrooke and Norman Downes, are characterized by single family, detached housing with large setbacks, curvilinear streets and cul-de-sacs. Transportation is dependent on automobile access and most homes have front entry garages that are typically visible from the street. Residents who value privacy, private yards, and proximity to schools and parks may be drawn to these neighborhoods. Traditional neighborhoods developments, like Crestwell and River's Edge, are characterized by a compact urban design that prioritizes walkability and greenspace. They contain a network of connected streets with sidewalks and street trees to facilitate pleasant, convenient and safe movement throughout neighborhoods. Transportation within the development is focused on the pedestrian over the automobile and the integration of parks and public spaces into the development create landmarks and a strong sense of place.

It is not anticipated that there will be much redevelopment or new development within these neighborhoods due to their "built-out" nature. Policy and vision implementation measures for Established Neighborhoods should be focused on maintaining and preserving the stability and quality of the neighborhoods.

Aspirations

- **Identify opportunities to increase walkability and connectivity through possible street and pedestrian connections between neighborhoods.**
- **Promote property upkeep and maintenance through effective code compliance and the Duluth N.O.W. program.**
- **Maintain a high level of owner occupancy.**
- **Explore policy changes that are aligned with the ARC's Lifelong Communities Initiative that would support "aging in place" and improved pedestrian connectivity.**
- **Continue streetscape and infrastructure improvements in aging developments. Prioritize the expansion of sewer lines into under-served neighborhoods.**
- **Explore climate resiliency measures to retrofit existing neighborhoods with open space, pocket parks, and green infrastructure.**

Conventional Suburban Development



ABOVE: Street view of Norman Downes Neighborhood

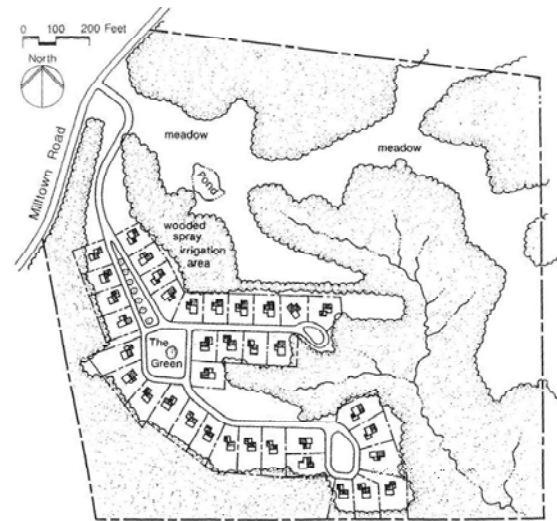


LEFT: The graphic illustrates the urban form of a conventional suburban neighborhood. Curvilinear streets terminate at a cul-de-sac. Greenspace is primarily privatized and conserved through large lots.

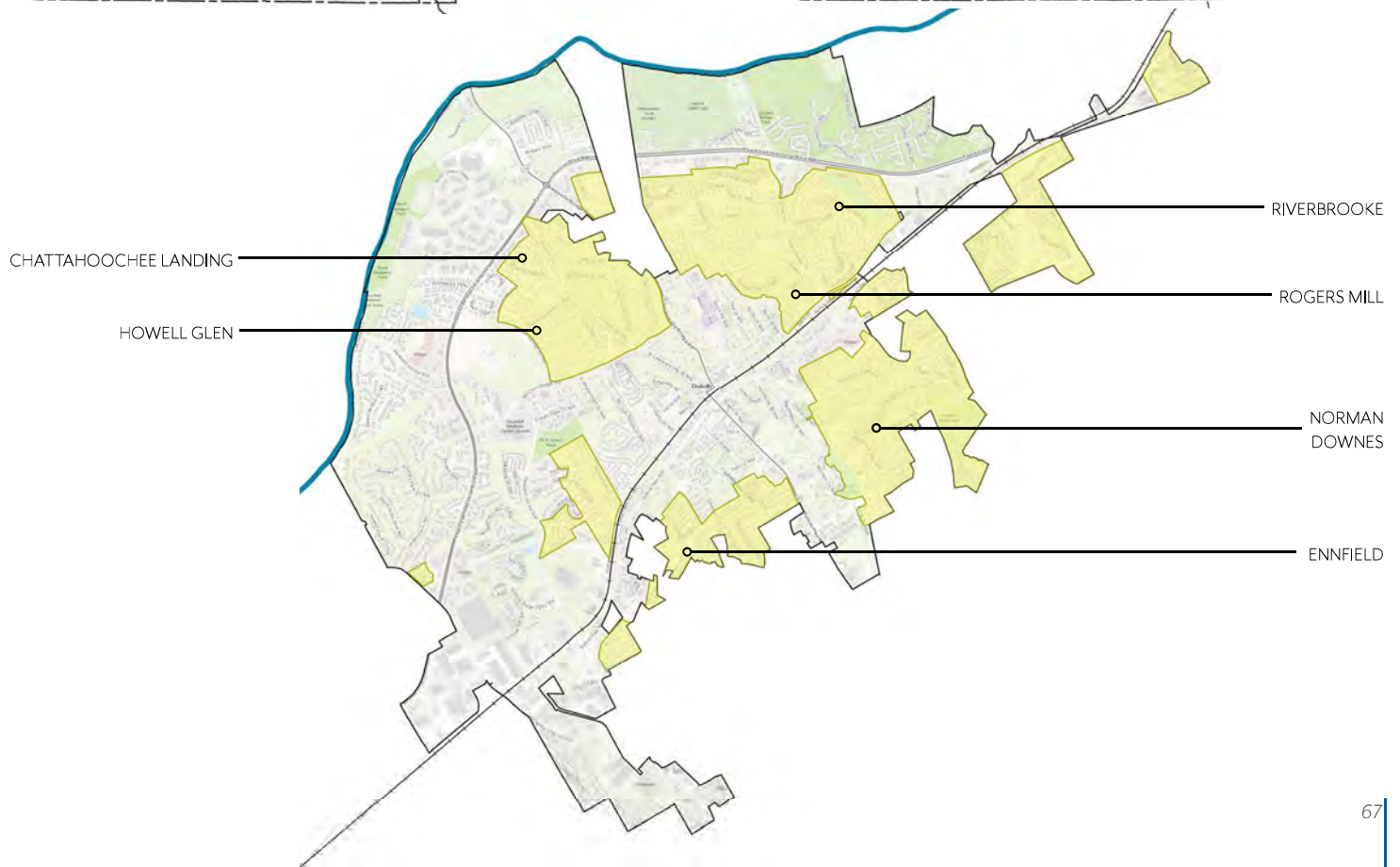
Traditional Neighborhood Development



ABOVE: Cresswell Neighborhood



LEFT: The graphic illustrates the urban form of a traditional neighborhood within the same landscape as the previous graphic. Streets are connected or terminate at a common greenspace. Property lots are small to promote community and conservation.



Sugarloaf Activity District

The Sugarloaf Activity District will be a connected, yet self-sufficient, activity center consisting of retail, office and a variety of residential types serving as the northern gateway into the City.

The Sugarloaf Activity District functions as a mixed-use node of commercial and residential uses with strong connections to the Downtown Core and the wider region. This District has experienced great success since the completion of the Sugarloaf Market mixed-use development in 2016. The large 15 acre parcel at the corner of Main Street (formerly Chattahoochee Drive) and Peachtree Industrial Boulevard has become a mixed-use development with retail, office, and age-restricted apartments. A 4.5 acre tract of wooded land at the bend on Main Street has developed into a townhome community.

As an important gateway into the city, future development should be held to high architectural and design standards. While not developed as one large Planned Unit Development, the architecture of the area compliments each other through common combination of landscaping, materials, color or architectural style. As the Sugarloaf Activity District continues to develop, traditional town center standards should be prioritized. Buildings fronting tree-lined streets with parking-in-the-back are design standards that are essential for future development to fit within the character of the District. Though the Sugarloaf Activity District is a node of urbanity within the wider suburban context of Duluth, this District should not be seen as in conflict or competition with the Downtown Core. The District should continue to be developed in a way that gives it a unique sense of place, separate from other centers of activities within Duluth.



Aspirations

- Promote office or residential development on the undeveloped, triangular-shaped property on Peachtree Industrial Boulevard.
- Encourage the transition from light industrial uses to commercial/retail/office uses along Main Street.
- Continue the construction of the Main Street Trail.
- Enhance crosswalk on Peachtree Industrial Boulevard to better connect neighborhoods on the north side of PIB to commercial developments and Main Street trail across the street.
- Explore creating a common theme or brand for the area through signage, markers and public art.
- Encourage city-wide community standards for residential and commercial properties within this “gateway” district.
- Identify a quality tenant for the previous Sprouts grocery store.

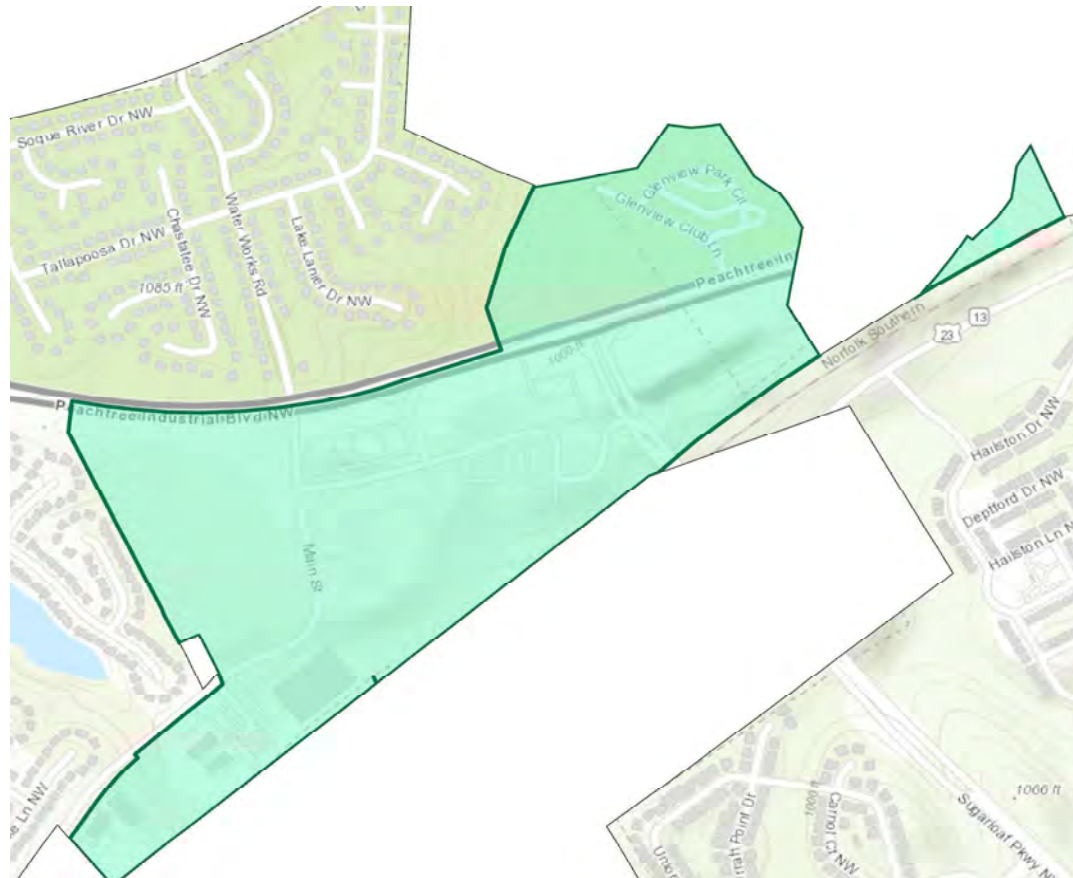


LEFT: From left to right, Greysolon Townhomes, Annabelle Senior Living Apartments, Lidl grocery store.

BELOW: Heights at Sugarloaf luxury apartment development



RIGHT: Located at and around the P.I.B. and Sugarloaf intersection, the Sugarloaf Activity District is shown in teal. The Chattahoochee Residential District (blue) shares a northern border with the District, while the southern border is formed by the Norfolk Southern Railroad.



River Green Employment District

River Green will continue to be an economic engine for the city, serving as a major regional distribution and office hub.

River Green is the City's major employment district. The business park is filled with large office warehouse buildings. With the recent construction of a 155,000 square foot office warehouse located near the entrance to Scott Hudgens Park, the business park is essentially built out. It is not anticipated that there will be much new development or redevelopment within the business park.

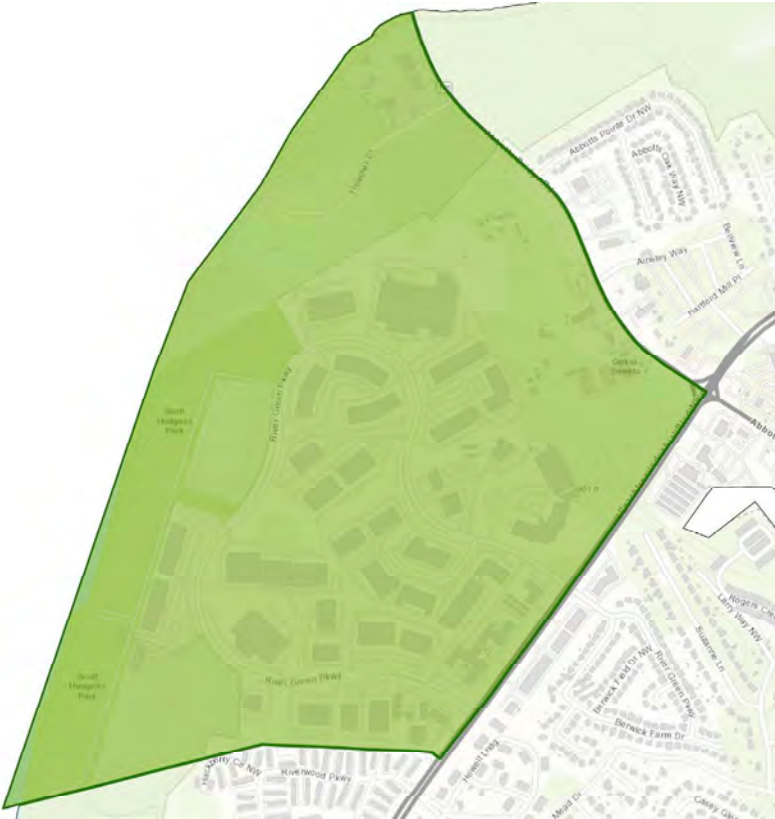
The area with the most redevelopment opportunity is along Abbotts Bridge Road between Peachtree Industrial Boulevard (PIB) and the Chattahoochee River. This area currently contains some small warehouses, a used car dealership and some other relatively small buildings. Potential future redevelopment is constrained by environmental regulations. There is a stream and floodplain that parallels Abbotts Bridge Road and a large tract of protected land owned by the Federal government adjacent to the Abbotts Bridge Recreation Area. Due to these restrictions, not all of the undeveloped land in this area is developable. The high intensity industrial uses located on Abbotts Bridge Rd at the city limits are undesirable in terms of environmental protection and community aesthetics. Redevelopment of these properties into one larger property with a single user would be beneficial to the city. A third entrance to the River Green business park from S.R 120 could be constructed within this area and would relieve congestion at the PIB entrances during rush hour. Another potential solution to improve the congestion in the area may be to continue River Green Parkway across PIB to Howell Mead Drive and signalize the intersection on PIB.

During the previous economic downturn, institutional and public assembly uses were located in this district. As units turnover, staff will promote office and light industrial uses.



Aspirations

- Continue to work with property owners and brokers to keep occupancy rates high within the River Green business park.
- Explore feasibility of adding an entrance to the business park directly accessing Abbotts Bridge Road.
- Encourage land combination of smaller older properties on Abbotts Bridge Road to facilitate redevelopment of commercial and residential properties.
- Continue upgrading and improving City owned and City leased park land.
- Extend the future greenway trail along the river through this district.
- Improve city owned infrastructure within the office park, including roads, sidewalks, and drainage.
- Improve signage and wayfinding for Scott Hudgens Park.
- Perform an economic needs assessment to determine the areas capacity for, among other things, light industrial, professional office, institutional and residential land uses.



LEFT: Located at the corner of Peachtree Industrial Boulevard and Abbotts Bridge Road, the River Green District (green) is adjacent to the Peachtree Retail Corridor, Urban Neighborhoods, and the Chattahoochee Residential District.

BELOW: Scott Hudgens Park, an asset to the River Green Employment District and the City as a whole.



ABOVE: The AGCO building within the River Green Employment District.

LEFT: Proposed street connection within the River Green Employment District. This street connection, linking River Green Parkway and Abbotts Bridge Road, creates a much needed safer option for River Green employees to exit at a street signal intersection onto Abbotts Bridge.

Medical District

The Medical will serve as a large medical and office center for Gwinnett County and the City with multiple new Class-A medical and office buildings. It will be a regional center of activity, but supported locally by nearby mixed-use developments on redeveloped commercial properties.

The Medical District, anchored by Northside Hospital Duluth, is located on the corner of the Howell Ferry Road and Pleasant Hill Road intersection. The former Ingles shopping center is owned by Northside Hospital Duluth, and when redeveloped, will be a catalyst for the area. There are also a large number of medical offices on Duluth Park Lane and McClure Bridge Road. These offices are generally one or two story buildings in an office park setting. The Post Office is located within this district occupying a roughly 6.5 acre parcel on the corner of McClure Bridge Road and Postal Drive. This District contained the previous Duluth branch of the Gwinnett County Library. Due to the relocation of the Library to the Downtown Core, this building will likely be adaptively reused into a medical facility. The large, 110 acre property, locally known as the “Hudgens’ Property,” is located within this District.



The redevelopment of the Ingles shopping center is extremely important in cementing this area as a regional medical district. The property is large enough to house a large medical building or a number of small buildings in a campus setting. The addition of a large quantity of medical office spaces can spur other office redevelopment on neighboring properties. As development, and redevelopment occur, automobile related uses including mechanics, tire shops, used-car dealerships, and oil change locations are inappropriate for the character of this area. The current automotive uses in this character area should be encouraged to redevelop into office or retail uses, and any future automobile related uses should be prohibited.

The Hudgens property is currently zoned C-2 (General Business District) which allows most commercial uses. Council and staff have expressed that the site should not be developed in a way most commonly associated with large commercial developments - large building footprints with large expanses of parking areas. The site is over 100 acres, large enough to develop it as a mixed use development with housing, office and limited retail uses. There is a stream on the site that could be the natural boundary of the non-residential and residential uses.

The Kroger/LA Fitness shopping center could be redeveloped as a mixed use development with office, retail, and/or residential uses. There is currently a large amount of unused parking that could be better utilized as smaller retail buildings, or possibly residential, through the development of outparcels.

FEMA published updated floodplain maps in 2013. These maps included changes to the 100-year floodplain. In some cases the floodplain was reduced and in other instances it was enlarged. One of the areas where the floodplain grew was near the Peachtree Industrial Boulevard and Pleasant Hill



Road intersection. As a result of this change, buildings that were constructed outside the floodplain are now located within it. The City should explore using FEMA funds to purchase some of the affected parcels for conservation purposes or for a potential regional detention pond.

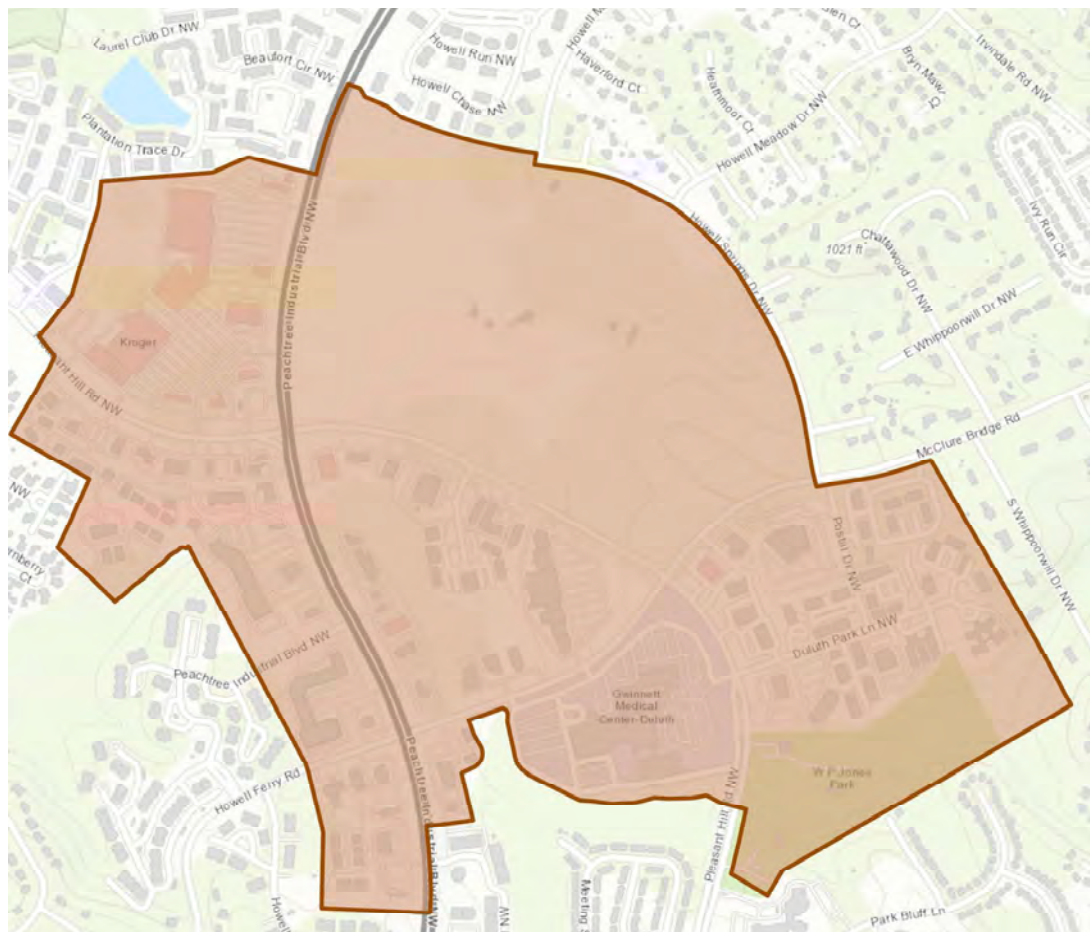
LEFT: Northside Hospital Duluth

BELOW: The old Ingles property has been acquired by Northside Hospital Duluth to expand the services the hospital provides to the community and to the county.



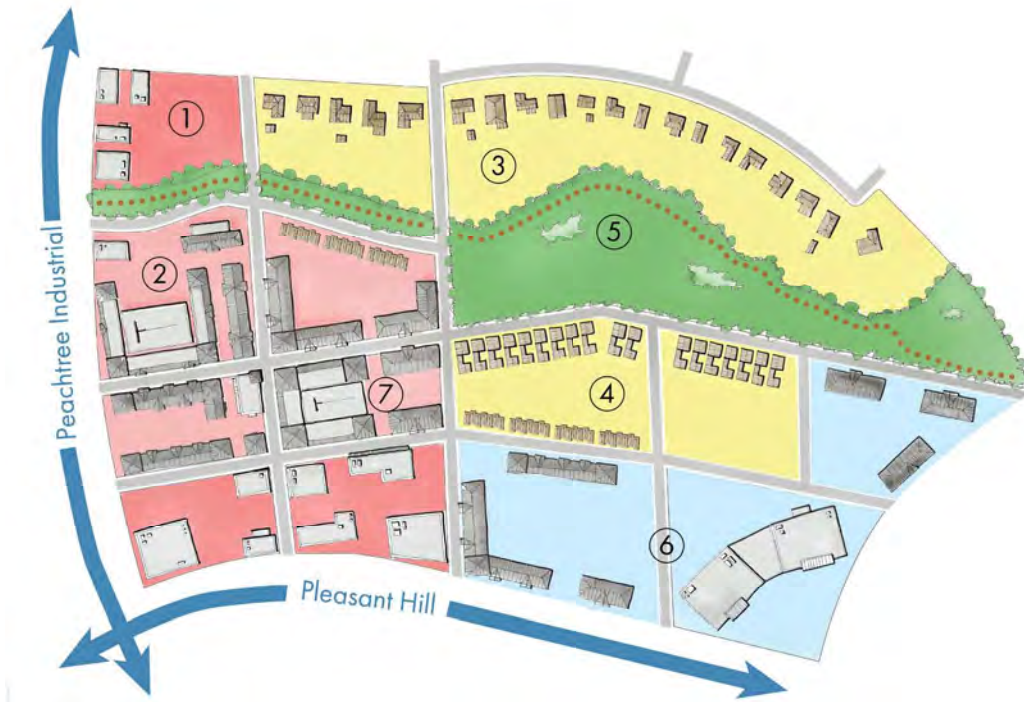
Aspirations

- Continue code compliance efforts on the old Ingles shopping center until Northside Hospital Duluth builds medical facility.
- Redevelop the Krogers shopping center into a mixed-use center with office, retail and/or residential uses.
- Encourage the transition of auto related commercial buildings into office buildings through redevelopment.
- Investigate using FEMA funding to acquire property located within the 100 year floodplain for the construction of a regional detention pond or for conservation.
- Locate potential transit stops for the county's proposed transit system.



RIGHT: The Medical District.

Hudgens Property Area Plan



LEFT: Graphic demonstrating an effective and efficient variety of uses on the Hudgens Property.

Uses range from single-family residential (yellow), medical (blue), to mixed-use (pink).

BELOW: Various examples of building typology and street morphology typical of a TND/Mixed-use project. Source: DPZ CoDesign



The 110 acre tract of land known locally as the Hudgens Property remains one of the largest undeveloped properties in western Gwinnett situated at the corner of one of the county's busiest intersections. As such, the City recognizes the importance of creating a small area plan for this property in an effort to encourage development that aligns with the goals and aspirations of Duluth's residents, elected officials, and planning staff.

The Hudgens Property's proximity to Northside Hospital provides a unique opportunity to expand the intersection's capacity for retail, office space, and diverse housing opportunities for the doctors, nurses, and staff of the hospital. The proposed plan demonstrates the capability of the subject property to fulfill an increasing demand for quality housing, accessible entertainment, and regional interconnectedness within the City of Duluth.

A variety of land uses should be allocated across the property through the means of a grid system. Nonresidential blocks should not exceed dimensions of 300' by 600' to provide pedestrians with a variety of routes to travel throughout retail and office centers. Residential blocks should not exceed dimensions of 200' by 400' to break up monotonous rows of homes and reduce vehicular travel times. Streets throughout the developed property should always prioritize the travel of the pedestrian over the vehicle through

the use of street trees, wide sidewalks, and traffic calming measures, including roundabouts, medians, on-street parking, etc.

1. When it is necessary, conventional commercial blocks are appropriate in this plan. However, these blocks should be designed in a way to reduce the impact of surface parking and oversized box stores. Building footprints should remain small and surface parking should be positioned in the rear of commercial buildings to maintain a predominantly residential feel throughout the plan.
2. A component of dense mixed-use retail, office, and housing is crucial to the activation of a community. As such “vertical mixed-use” is strongly encouraged on this property. Buildings with on-street parking and street frontage should provide retail and convenience on the ground floor, and office or residential on upper stories. The height of these buildings should be limited to fit the character of a predominately residential community.
3. The northern end of the property is most suitable for larger lot executive single-family homes. Positioning these larger lots in this location creates a natural transition from the single family neighborhood north of the property to the higher intensities positioned at the southern end. These homes would provide a needed housing option for doctors and medical professionals who desire larger homes within the City of Duluth.
4. Small lot single family detached homes are strongly encouraged as a housing option on this property. Small cottages or bungalow style homes devoted to Traditional Neighborhood Design (as defined elsewhere in the Comprehensive Plan) are an appropriate transition between retail/office centers and the residential character of the surrounding community.
5. The natural topography and hydrology of this property allow for the provision of unprogrammed park space. Passive or low impact recreation such as walking trails, disc golf courses,

- and open fields provide for the greatest amount of accessibility to public open spaces. The stream and its buffer allow for the preservation of open space and a pedestrian trail system for the residents of this community and for the city at large to enjoy.
6. The property’s relationship to Northside Hospital should be considered carefully. The intersection of Pleasant Hill and McClure Bridge carries a distinct character related to the hospital and its corresponding medical services. This corner of the property can, and should, engage with the hospital in a creative way. There is potential to expand the doctors’ and medical offices into the Hudgens Property, but there is also an opportunity to expand Northside’s role as a regional medical center. With such a large tract of developable land, a medical conference center would be an appropriate land use at this intersection.
 7. As a potential regional center it is appropriate for this property to contain small, architecturally appropriate, hotel to service guests of a regional conference center and to the City of Duluth as a whole. A potential hotel could serve not only as a catalyst for professional conferences, it could encourage increased tourism for Duluth and its nearby downtown area.

BELOW: Various examples of building typology and street morphology typical of a TND/Mixed-use project. Source: DPZ CoDesign



North Berkeley Industrial District

The North Berkeley Industrial District will continue to be an industrial employment center with the capacity for large industrial endeavors.

The North Berkeley Industrial District is the City's main industrial district. Several large companies, which employ many people, are located within this Character Area. This District is characterized by large industrial and distribution buildings situated on large parcels. This is the only area in the city where the M-2 (Heavy Industrial District) zoning district is present and therefore contains some of the most intensive industrial uses. The District is bound to the east by Buford Highway and to the west by Peachtree Industrial Boulevard. These major corridors connect the area to metro-Atlanta as well as to I-285 for shipping and distribution needs. Pleasant Hill Road and North Berkeley Lake Road provide quick and easy access to I-85. Some of the properties in this area also have rail spurs that feed directly onto the Norfolk Southern railroad giving another option for shipping and receiving.

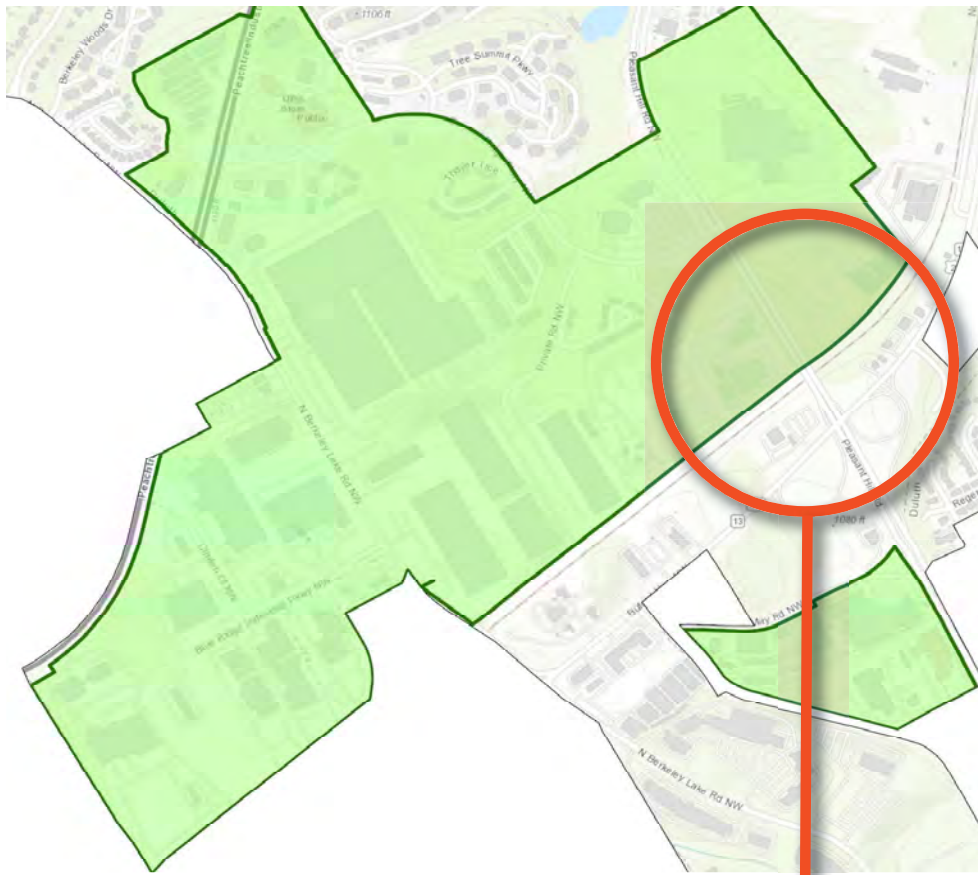


There is little change anticipated in this area in terms of new industrial developments as most of the developable land is currently occupied. However, the Gwinnett County Transit Plan recommends several bus routes traverse through this area of the City. Local route 25 could run directly through this area connecting River Green to the Gwinnett Place Transit Center. Rapid route 200 could also run through this area connecting Downtown Duluth to the Doraville MARTA station. Finally, Bus Rapid Transit (BRT) route 203 could run along Pleasant Hill Road to Summit Ridge Parkway connecting the Gwinnett Place Transit Center to the Peachtree Corners Transit Center. These BRT routes have the potential to spur development near and around stops and transfer points. The properties along Summit Ridge Parkway may become targeted for reinvestment and redevelopment due to the availability of transit.

The Pleasant Hill and Buford Highway interchange would become significantly more important with the implementation of the Gwinnett Transit Plan. The bus lines that would run along Pleasant Hill Road in this location could take residents to the Doraville MARTA and to the Gwinnett Place Transit Center which may also have a MARTA rail stop. There is a great opportunity to redevelop the currently undeveloped interchange area into a park-and-ride parking garage or into a transit oriented development (TOD).

Aspirations

- Work with property owners and brokers to maintain high levels of occupancy in the existing industrial and distribution facilities.
- Encourage redevelopment of the large apartment complex and other properties on Summit Ridge Parkway into dense, mixed-use developments with office and both owner and renter occupied residential.
- Encourage the development of a Duluth transit hub around the Buford Highway and Pleasant Hill Road interchange.



LEFT: The North Berkeley Industrial District (green) primarily shares a border with Buford Highway South District (purple) and Existing Urban Neighborhoods (orange). The North Berkeley International Village (blue) is to the south east. To the west of the North Berkeley Industrial District is Peachtree Corners corporate limits and Gwinnett County.



ABOVE: Typical industrial development along North Berkeley Lake Road and Blue Ridge Industrial Parkway.



ABOVE: A Gwinnett Xpress park-and-ride stop.

RIGHT: A Bus Rapid Transit (BRT) station in Atlanta. There is opportunity to capitalize on the Gwinnett County Transit Plan at the Pleasant Hill-Buford Highway interchange by promoting transit-oriented development and innovative public transit solutions.



Ride Gwinnett, Gwinnett County's comprehensive short and long term transit plan, identifies local bus routes, bus rapid transit routes, and a transit station that will impact future development of Duluth's corridors.



North Berkeley International Village

North Berkeley International Village will continue to be a magnet for small and medium sized minority and internationally owned businesses targeting Duluth's diverse community.

The North Berkeley International Village is the most diverse character area in terms of land uses. There are large shopping centers, smaller strip centers, residential - both rental and owner-occupied, industrial uses and offices uses. Most of the commercial businesses in the character area are owned by international and minority residents giving the area a unique feel. The Duluth International Village shopping center is almost exclusively Asian-owned businesses, as is the Park Village shopping center on Pleasant Hill Road. These shopping centers both have high occupancies rates.

The biggest opportunity for development and redevelopment is located on the property that is currently occupied with a vacant seven story office building. The property is zoned PUD and has an approved site plan. The tower has never been occupied since it was constructed. The property could see its value increase with improvements being made to nearby Gwinnett Place in addition to the development of the Gwinnett Place Transit Center. Any development that is inconsistent with the approved PUD would have to go through the rezoning process. A mixed-use development with office, retail and distribution could be successful in this location.

The Walmart shopping center also has redevelopment potential. Walmart has announced that it is beginning to redevelop sites into mixed-use villages with other retailers and residential uses. The site currently contains a large amount of parking that is either unused or undesirably used for tractor trailer parking.

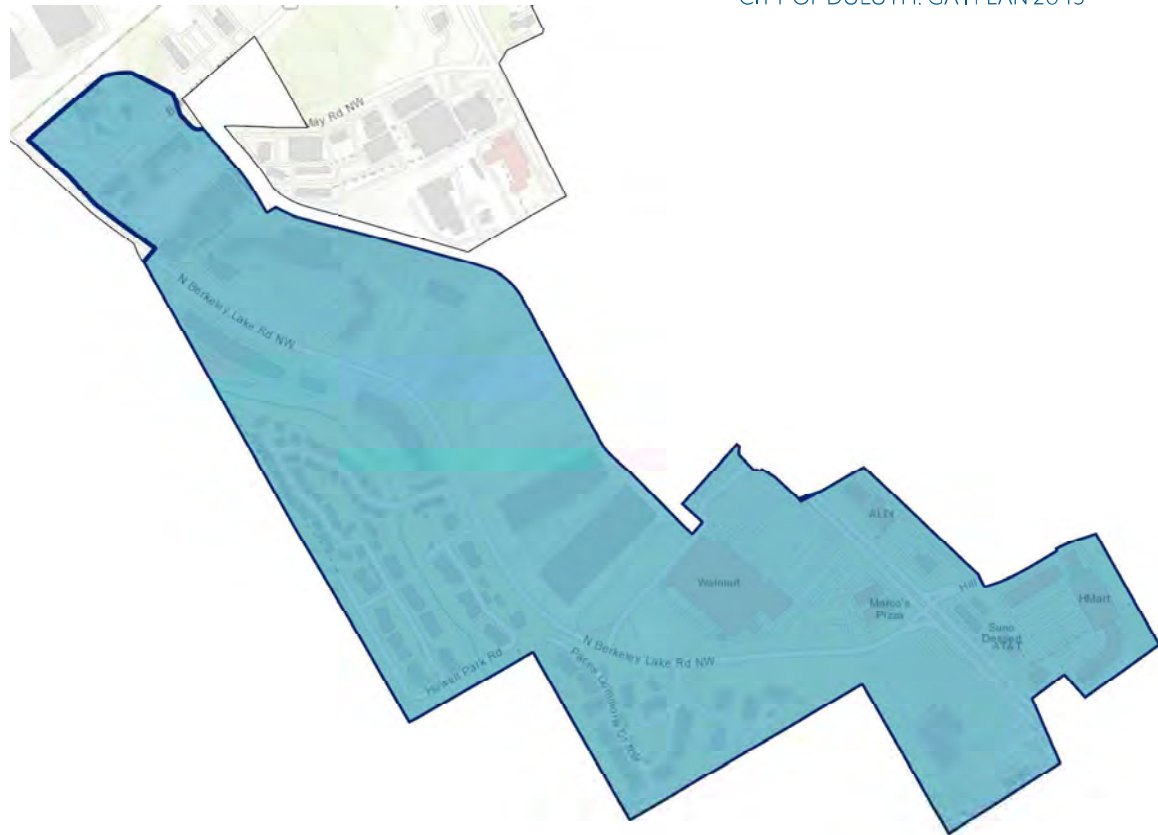


Aspirations

- Work with the owner of the 7 story tower to rezone and redevelop the property into an economic activity center including office space, warehousing, distribution, and data centers.
- Explore opportunities to amend the municipal boundary as appropriate.
- Encourage the Walmart shopping center to redevelop by reducing large areas of unused parking lots into out-parcels suitable for a mixture of uses.
- Continue working with the Southeast U.S. Korean Chamber of Commerce and other international organizations to market the area and to keep occupancy levels high in the multi-tenant commercial buildings.

RIGHT ABOVE: H-Mart, a national grocery store that caters to the Asian community, is located at the Pleasant Hill-N Berkeley Lake intersection.

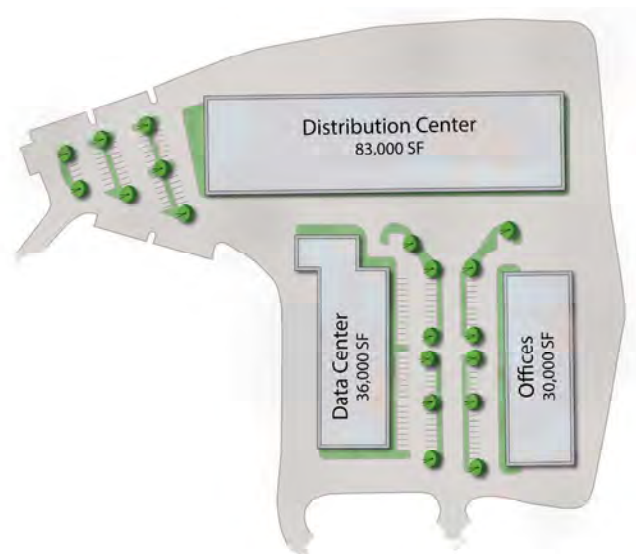
RIGHT BELOW: The vacant seven story office building and undeveloped site.



RIGHT: The North Berkeley International Village (blue) shares a border with Buford Highway South District (purple) and the North Berkeley Industrial District (green), both located to the north of the Village.

Located at the most southern spur of the Duluth city limits, the North Berkeley International Village primarily shares a border with unincorporated Gwinnett County.

BELOW: The Duluth Walmart on Pleasant Hill Rd. This building is over-parked, resulting in 18-wheelers using the empty lot for overnight parking.



Buford Highway South Corridor

Buford Highway South Corridor will be an attractive gateway that serves the automotive and home repair needs of the community.

The Buford Highway South Corridor is currently a collection of older, small buildings that have converted into automotive sales and service establishments. These uses, while sometimes not aesthetically pleasing, are necessary for Duluth to be a full service city. In addition to the automotive uses along Buford Highway there are some industrial uses located in the industrial park known as Four Wheel Drive. As identified in the Buford Highway Corridor Redevelopment Plan, large scale redevelopment in this corridor is difficult due to multiple constraints. For instance, the Norfolk Southern right-of-way and Buford Highway right-of-way are both very wide, and because of that, the parcels on the west side of Buford Highway are much smaller than they may appear thus making it very difficult for anything besides small buildings to be constructed. For a long stretch along Buford Highway the rights-of-way converge, leaving no room for developable land. The availability of sewer is very limited in this area, making it very difficult for any substantial building to be constructed. There is a substantial power line easement running along the east side of Buford Highway in this area. On the east side of Buford Highway the parcels are also small, the natural topography and the city limits limit redevelopment instead of the railroad. Along some stretches of Buford Highway, the city limit is only 200 feet from the road.



With continued efforts from the Code Compliance Division, the aesthetics in the Buford Highway South Corridor will continue to improve. Any sort of desired redevelopment in the Buford Highway South Corridor will likely take a land consolidation of multiple properties. The parcels as subdivided today are too small for any sort of major redevelopment. The largest parcels with the best possibility of redevelopment in this Character Area are those surrounding the Pleasant Hill Road interchange. With forward-looking consideration of the Gwinnett County Transit Plan, these parcels could be redeveloped or developed into park-and-rides with the transit routes passing through or near transit oriented developments that capitalize on the nearby transit options.

Aspirations

- Continue code compliance efforts in the area to improve area aesthetics.
- Work with property owners and brokers in order to encourage land assemblies to make redevelopment possible.
- Explore feasibility of a linear park or multi-use path on western side of Buford Highway where redevelopment is unlikely due to site constraints.
- Analyze annexation opportunities near Pleasant Hill Road interchange.

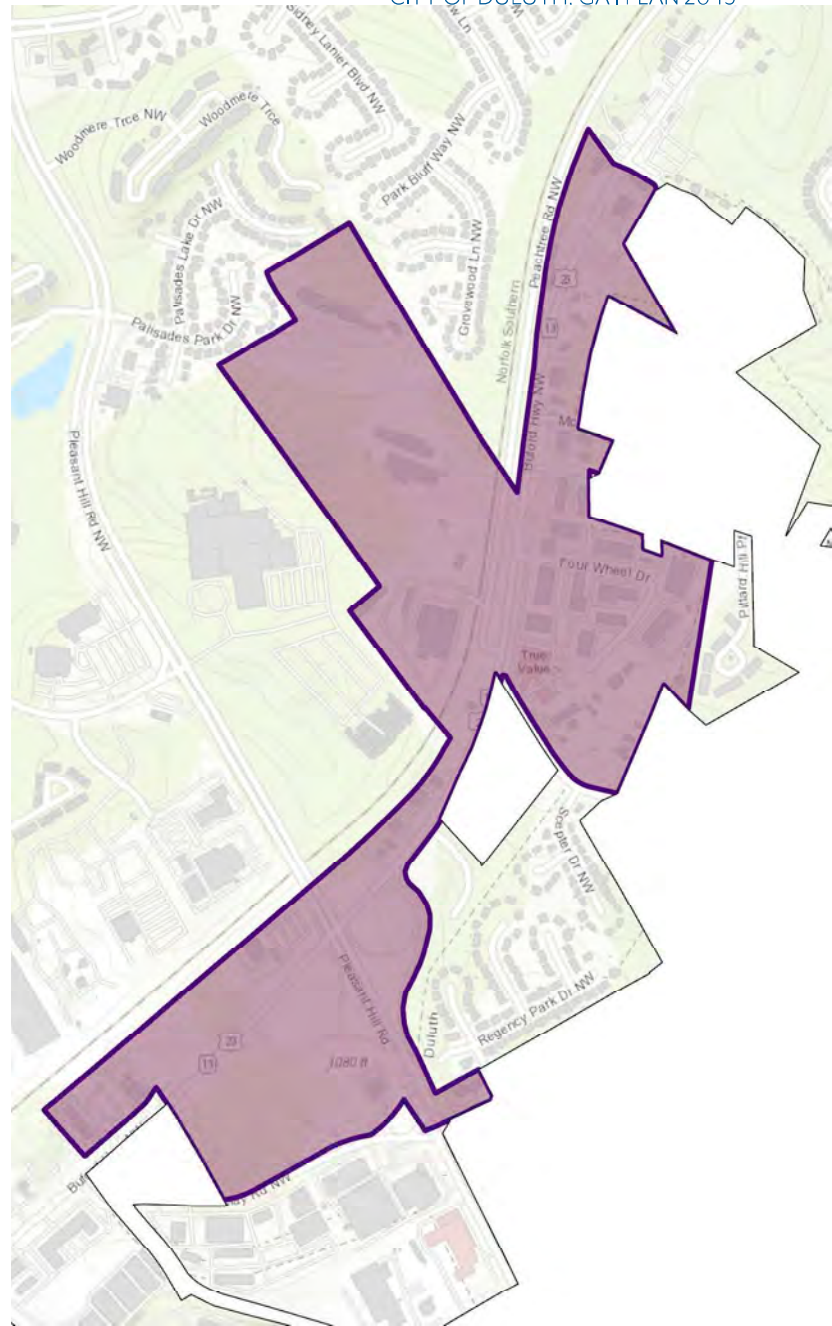


BELOW: A typical street view driving south down Buford Hwy.



ABOVE: Auto-centric services dominate the land use in the Buford Highway South Corridor.

RIGHT: Extending along State Route 13, the South Buford Highway Corridor is represented in purple. South Buford Highway bisects the North Berkeley Industrial District, Urban Neighborhoods, and the Core Neighborhoods District. The eastern side of the District follows the city limits.



RIGHT: Rendering of potential streetscape improvements along Buford Highway from the Buford Highway Corridor Study (2010).

Streetscape improvements in this district should be focused on improving aesthetics and pedestrian safety through landscaping.



Buford Highway North Corridor

The Buford Highway North Corridor will be the commercial and office gateway into Downtown Duluth lined with office and mixed-use developments that generally get more dense closer to Downtown.

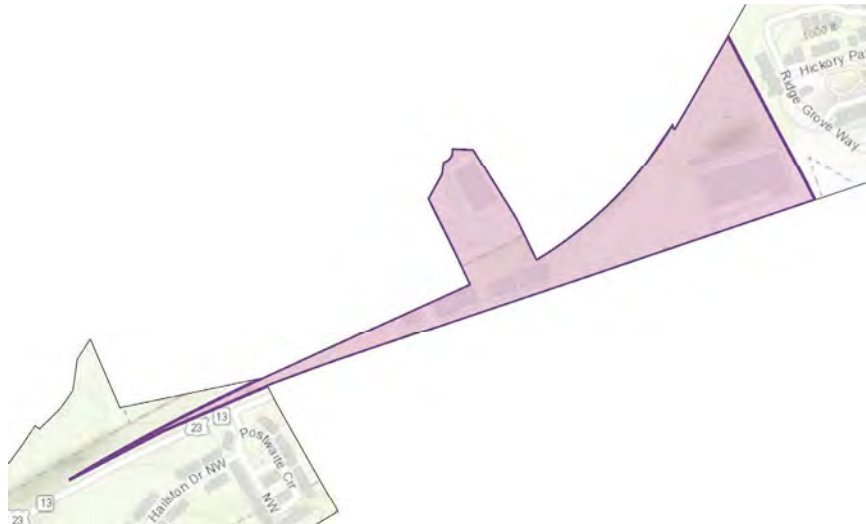
The Buford Highway North Corridor is currently developed in a typical suburban pattern. There are individual stand-alone commercial establishments as well as strip commercial centers and a large grocery store anchored shopping center. There are, however, a number of establishments that may be better suited for a more industrial setting such as warehouses, rock yards, towing companies, etc. Many of these establishments were developed in the 1980's long before Duluth was a bustling city. These establishments are also located between Downtown and the Buford Highway and Rogers Bridge/Old Peachtree intersection where retail and commercial use resume, creating a disjointed commercial corridor.

The properties that currently contain warehouses are large enough to contain medium sized office and retail buildings. Potential future development can utilize the naturally occurring slope as a way to screen parking by placing the parking behind and below the buildings fronting the street. As the retail industry moves away from large grocery store anchored shopping centers, there is tremendous redevelopment opportunity at the Duluth Station shopping center. Duluth Station and the surrounding commercial properties have experienced high levels of vacancies for an extended period of time. This can be attributed to a lack of visibility as well as difficult ingress and egress from the properties. A mixed-use center with retail and residential uses could be a great improvement in the area using the under-used parking as commercial out parcels.

There is a large amount of land along Buford Highway, north of the Cresswell neighborhood that is currently located in unincorporated Gwinnett County. This area is mostly large lot residential but there are also non-residential uses as well. As development pressure continues to rise, it is expected that this area will be targeted by developers due to its location between two quality cities and its easy access to I-85. In order to have influence on the development of this area, the City should analyze annexing the area into the city.

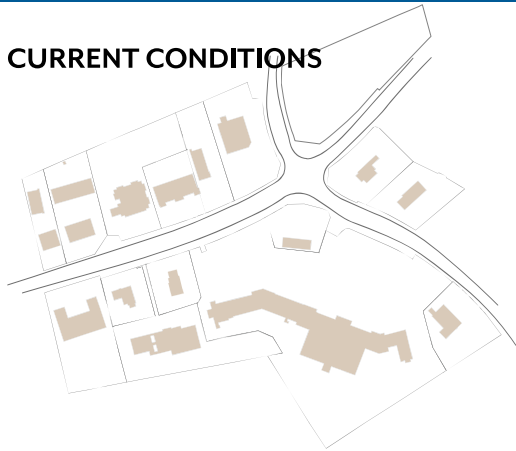


BELOW: The eastern most spur of the North Buford Highway Corridor is shown in purple. This portion of the Corridor is dominated by industrial uses.

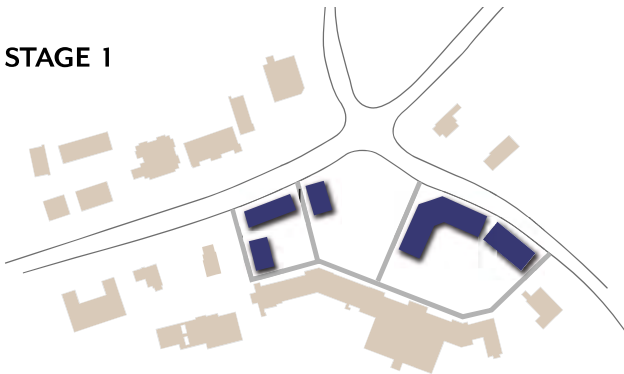


Potential Redevelopment Strategy

CURRENT CONDITIONS



STAGE 1



Pad sites redeveloped into 2-3 story mixed retail and office uses with podium parking along Buford Hwy and Old Peachtree Road

STAGE 2



Internal parking lots developed with mid-rise office and residential buildings. Internal street network is extended. Structured parking and lots serve existing strip retail buildings.

STAGE 3



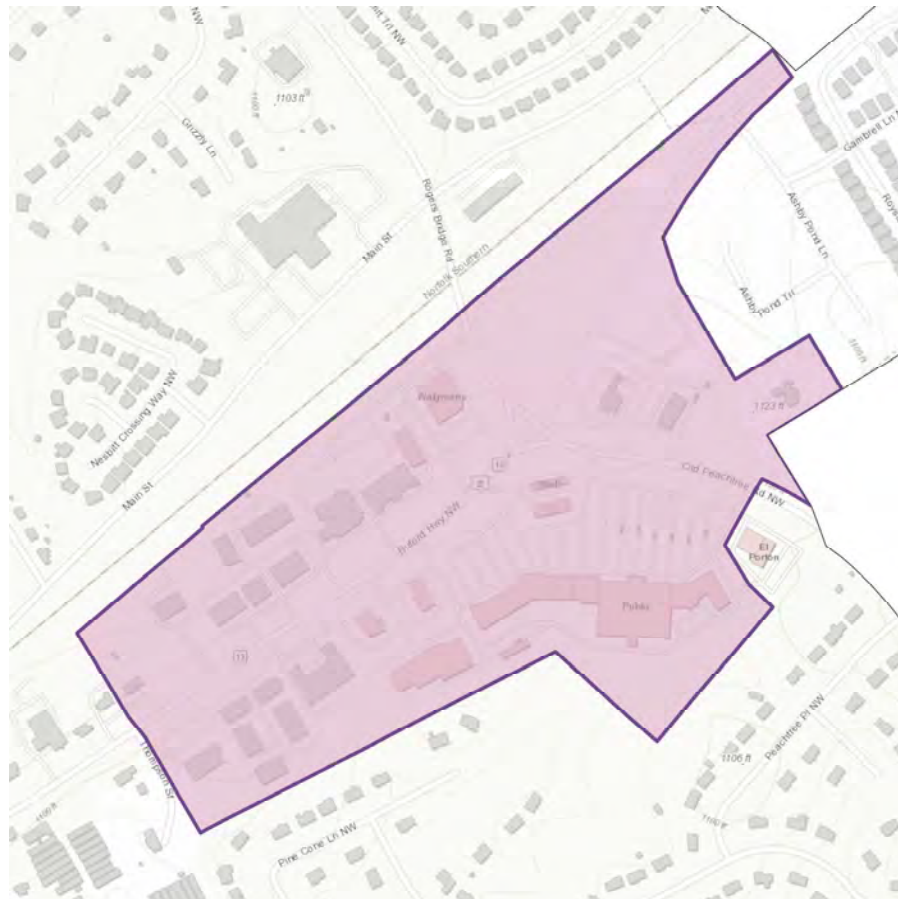
Existing strip retail is redeveloped into townhomes and condos. Amenities and green infrastructure are completed.



ABOVE: Current site conditions of the Duluth Station Shopping Center.

Aspirations

- Encourage the redevelopment of warehouse and non-retail properties into office, retail and residential property.
- Encourage mixed-use developments on the major Buford Highway and Rogers Bridge/ Old Peachtree intersection - especially on the undeveloped property and the Duluth Station property.
- Develop design guidelines for the Character Area focusing on ideas such as being pedestrian friendly, buildings close to the right-of-way, screened parking, etc.
- Analyze annexing the properties along Buford Highway and Sugarloaf Parkway.



ABOVE: The westernmost spur of the North Buford Highway Corridor is centered on the Buford Highway-Old Peachtree intersection. The Corridor, primarily surrounded by Established Neighborhoods, shares a border with the Core Neighborhoods District.

Duluth Highway Corridor

The Duluth Highway corridor will be an attractive gateway into the City while anticipating the potential for higher density in the future.

The Duluth Highway Corridor is characterized by existing large, semi-rural residential and institutional uses such as churches. These communities and residents have long been important institutions, contributing to the fabric of Duluth. Duluth Highway serves as an important thoroughfare, connecting the city to I-85 and employment centers, while also channeling the community toward Downtown Duluth.

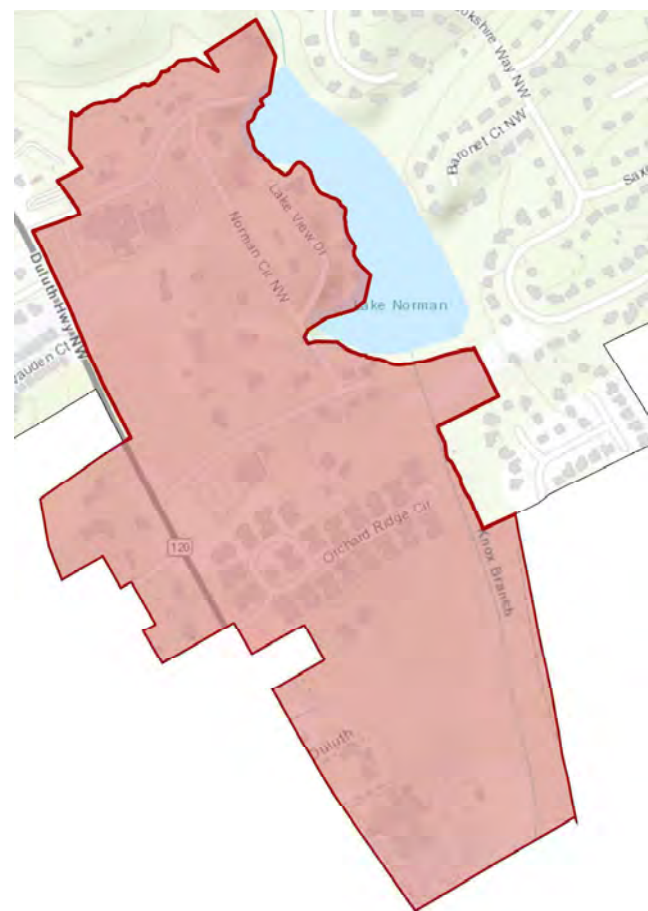
These beautiful and well maintained properties are an asset to the community. However, if the time when the needs of these residents and institutions change and redevelopment begins, the City should prioritize low and medium residential over multi-family. As an important entrance into the city, new development should prioritize quality urban form and architectural style through the use of traditional neighborhood design. Features of traditional neighborhood design include high quality streetscapes, rear loaded garages, sidewalks and a grid street pattern. Denser housing, such as townhomes and cottage style homes, should be located closer to Duluth Highway. Moving further away from Duluth Highway, the lots and houses should get larger in size, especially near Lake Norman.

Aspirations

- Develop design guideline for residential developments in the Character Area. Guidelines should include architectural, site layout, density and streetscape standards.
- Encourage single-family detached homes on small or medium sized lots.
- Explore climate resiliency measures to retrofit existing neighborhoods with open space, pocket parks, and green infrastructure.



*BOTTOM RIGHT: Located at the southeastern spur of the city limits, the Duluth Highway Corridor is shown in red. The northern section of the Corridor shares a border with the Core Neighborhoods District. Established Neighborhoods are also in close proximity.
BOTTOM LEFT: Entrance to the Evanshire neighborhood*



Peachtree Retail Corridor

The Peachtree Retail Corridor will be an attractive and energized retail corridor easily accessed by Duluth residents and non-city residents alike.

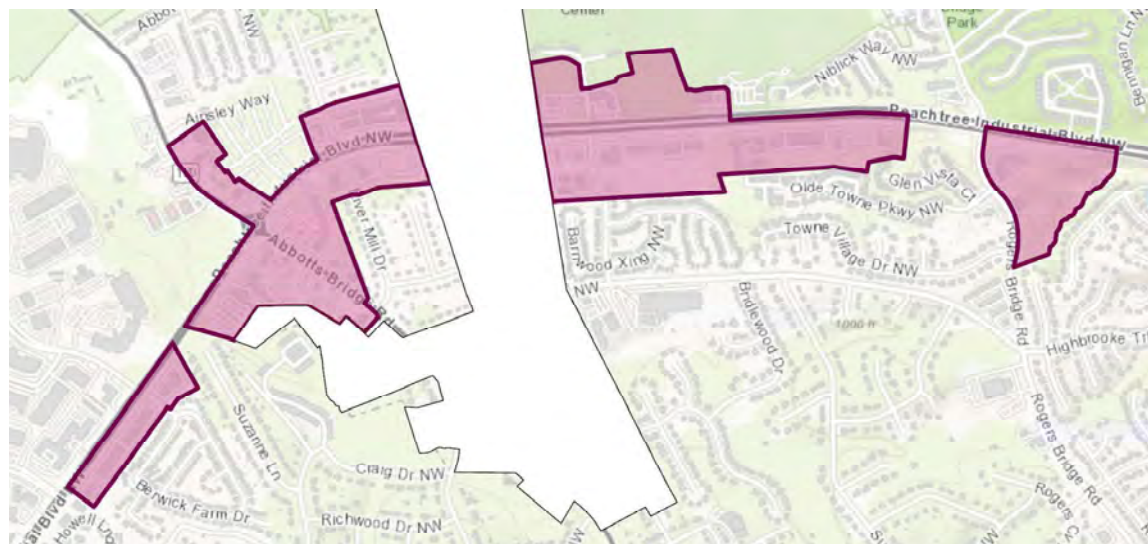
The Peachtree Retail Corridor is characterized by strip retail centers and stand alone commercial buildings. The corridor is easily accessible to city residents by car as well as non-city residents traveling through Duluth. Vacancy in the corridor is generally low, however as brick and mortar retail continues to compete with online retailers such as Amazon, the City must be prepared to manage higher vacancy rates in the future. Due to possible higher levels of vacancy, the City should encourage redeveloping larger shopping centers into mixed-use developments with residential uses and the same or comparable amounts of commercial space. Larger tracts of undeveloped land are appropriate for development of low to medium density residential with traditional neighborhood design to support retail in the district.



Aspirations

- Work with building owners to help maintain high occupancy rates through business retention and recruitment.
- Continue code compliance efforts to maintain an attractive appearance of shopping centers and buildings.
- Encourage more redevelopment and reinvestment in older commercial buildings.
- Investigate zoning amendments to allow new types of uses into C-2 zoning district, such as micro breweries and distilleries, in order to keep occupancy levels high.
- Investigate zoning amendments to parking requirements when applicable for fast food or other restaurant uses whose business model depends primarily on drive-thru sales.
- Encourage large shopping centers to redevelop by reducing large areas of unused parking lots into out-parcels suitable for a mixture of uses.

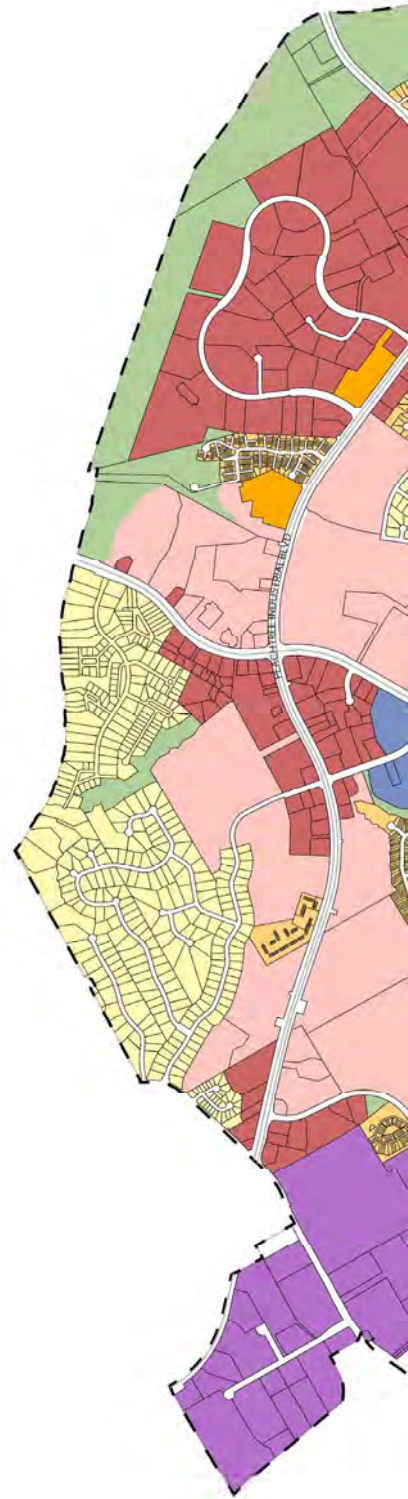
BELOW: The Peachtree Retail District (purple) is bordered by the River Green Employment District and the River Residential District. The south side of Peachtree Retail adjacent to established suburban neighborhoods.

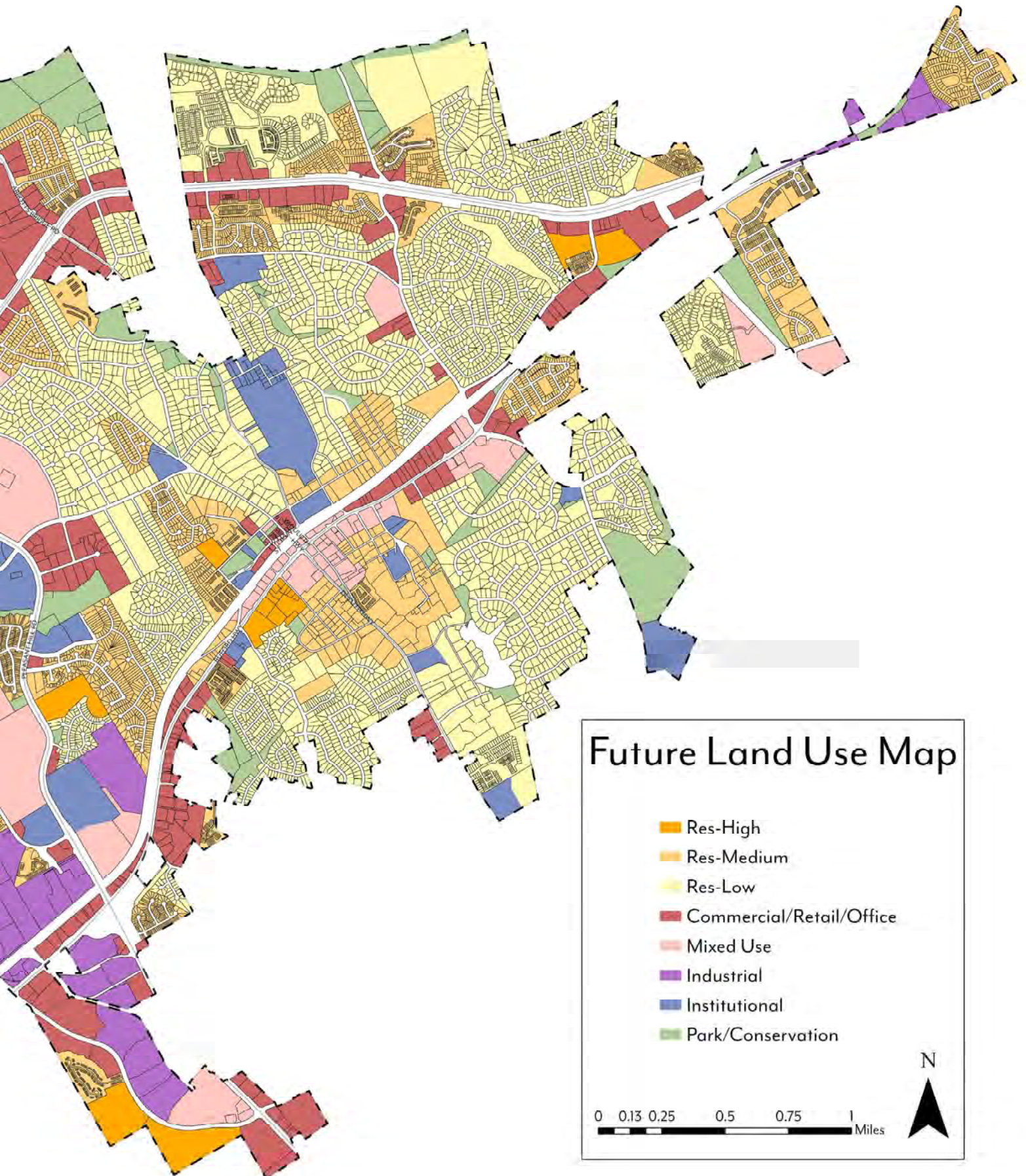


FUTURE LAND USE

The Future Land Use map provides a more detailed vision for the future development of the city. This map provides a vision of what the city wishes to look like in the future. Staff compiled input from residents at the open house, the Steering Committee at the numerous meetings, and elected officials at strategic work sessions to create this map. To provide better context, this section also includes descriptions of the future land use categories that are shown on the map.

This map will guide future land use decisions made by City Council. A major factor of whether a rezoning application is deemed appropriate or not, is whether it conforms to the Future Land Use Map. The map is also important to the City as it helps grant and funding applications for plans and improvements. Many times the Atlanta Regional Commission will look to see if certain improvements are indicated in the Future Land Use Map.





Future Land Use Definitions

Low Density Residential

Residentially and planned unit development zoned properties consisting of detached single family houses. The density of this classification is generally 1-6 units per acre. This includes semi-rural properties such as those on Duluth Highway to homes located in subdivisions such as Riverbrooke or Norman Downes. Most of the single family neighborhoods in Duluth are classified as Low Density Residential and were constructed from the 1970s through the 1990s. These neighborhoods typically have larger yards, have houses that are set further back from the street and have more distance between houses. Due the lack of large, undeveloped land and a change in development styles, it is not anticipated that there will be many more low density neighborhoods developed outside of the Chattahoochee Residential District.

Medium Density Residential

Residential and planned unit development zoned properties consisting of detached single family homes and townhomes. The density of this classification is generally 6-12 units per acre. This residential classification has more variation in development style. Some mid density neighborhoods are strictly single family detached neighborhoods such as Ivy Circle and Albion Farm Village and some are strictly townhome neighborhoods such as Chattahoochee Cove and Glens at Sugarloaf. Newer mid density neighborhoods, generally those built after 2005, are a mixture of single family detached and townhomes. Lakes at Sugarloaf and Rivers Edge are good examples of mixed residential neighborhoods. It is anticipated that much of the future residential developments will be developed as mid density due to smaller tracts of available land and a change in development styles.

High Density Residential

Multi-family and planned unit development zoned properties consisting of apartments and condominiums. The density of this classification is 12+ units per acre. Any new apartment complex will likely be development as part of a mixed-use development.

Commercial/Retail/Office

This classification is intentionally broad as to include all non-residential uses except for institutional and industrial uses. Located almost exclusively on primary, major and minor arterials, these types of uses rely on vehicle traffic for maximum visibility and access. Most of the parcels that are included in this classification are relatively small and contain a single building with the exception of Rivergreen Parkway. The larger parcels that currently contain commercial uses such as grocery store-anchored shopping centers are marked as mixed-use for redevelopment opportunities.

Industrial

The City currently has two industrial zoning districts – Heavy and Light Industry. In the future the

City's industrial properties will be exclusively located in the North Berkeley Lake Industrial District. The few small industrial zoned properties that remain outside the North Berkeley Lake Industrial District will likely be redeveloped into another use.

Institutional

The institutional classification includes local government uses, schools and large institutional land uses. The local government uses include City Hall, Public Safety Building, Public Works, library, fire stations, etc. The non-government institutional uses are exclusively religious institutions.

Park/Conservation

This future land use plan map classification corresponds with the flood plains located along the streams throughout the city as well as land dedicated to active or passive recreational uses. These lands may be either publicly or privately owned and may include playgrounds, public parks, neighborhood amenities or lakes.

Mixed Use

This classification includes properties zoned PUD and contains mixed-use developments. The properties with this classification tend to be large enough to contain large PUDs and redevelopments. Located in the Downtown Core, along Peachtree Industrial Boulevard and at major intersections, the PUD classification is intended to allow for creative land planning and design that cannot be achieved under standard zoning districts. Due to their size and locations, these developments and redevelopments will be catalytic for the area and extremely important to the City. Buildings heights may be taller and setbacks reduced to allow for developments that are unique to Duluth.



RIGHT: Redevelopment of the former United Tool site (2023).

SIX

From Strategy to Implementation

This is how we will achieve our overall vision and goals for Duluth.

While our vision and goals help guide how development should occur within the community, they do not have the weight of legal policy. Without a comprehensive, practical, and systematic step-by-step Short Term Work Program (STWP) and a citywide policy framework, our vision and goals will not become reality. A plan is just a plan until it is translated into policy and implementation measures. In addition to laying out the STWP and the citywide policies, this section will review how successful the City and its community partners were in achieving the policies and programs set forth in the 2040 STWP in the Report of Accomplishments.

The Duluth Department of Community Development & Engineering is the primary administrative agency responsible for implementation of **ForwardDuluth**, our Comprehensive Plan. However, other municipal departments have important responsibilities in their respective service areas, and the City Manager must propose and recommend approval of funding levels appropriate to carry out the many programs suggested here. Finally, City Council approves funding for projects on an annual basis.

The Duluth Planning Commission provides overall support for plan implementation and should periodically review the progress of plan implementation. Other agencies also have roles in plan implementation. Ad-hoc committees can be formed as needed to help guide the process of implementation. If at any time a particular program rises in its level of importance, City Council or a specified committee shall address the particulars directly.

*RIGHT: Public art at Buntin Road Park
commissioned by the Duluth Public Arts
Commission.*



Citywide Policies

The Citywide policies are the cumulative effort of many stakeholders whose shared expertise identified planning practices and strategies that will help move Duluth forward. While this section is specific to the City of Duluth, many of the policies also support regional goals. As Metro-Atlanta continues to grow, it is becoming increasingly important that local goals and policies align throughout the region to improve the environment, identity, housing, economy, transportation and other critical elements that make Metro-Atlanta a great place to be.

Natural Resources

- **Preservation Generally.** The natural environment should be preserved as much as possible. Preserving natural features helps maintain air and water quality, as well as provide visual and recreational amenities for local citizens.
- **Environmentally Sensitive Areas.** Prevent development from occurring in, or significantly encroaching upon environmentally sensitive areas, such as floodplains, wetlands, and groundwater recharge areas, by preparing and adopting additional regulations as necessary to protect environmentally sensitive areas.
- **Innovative Land Practices that Preserve the Environment.** Encourage innovative land development practices that focus on preserving environmentally sensitive land areas and open space.
- **Minimize Water Quality Impacts.** The location and intensity of development should be designed so as to minimize the negative effects of that development on water quality, both during and after construction. Appropriate and adequate mitigation measures should be implemented where development is likely to have a negative effect on water quality. Major considerations concerning water quality should include: organic pollution from infiltration and surface runoff; erosion and sedimentation; water temperature elevation; nutrients such as nitrogen and phosphorous; and toxic materials.
- **Wetlands.** Preserve wetlands where they exist, or as a last resort if they cannot be preserved on-site, mitigate wetland loss by increasing ecologically equivalent wetlands on other appropriate sites (i.e., wetland mitigation through wetland banking). Any proposal for development involving the alteration of, or an impact on, wetlands should be evaluated according to the following (based on Ga. DNR Rule 391-3-16-.03):
 1. Whether impacts to an area would adversely affect the public health, safety, welfare, or the property of others;
 2. Whether the area is unique or significant in the conservation of flora and fauna including threatened, rare, or endangered species;
 3. Whether alteration or impacts to wetlands will adversely affect the function, including the flow or quality of water, cause erosion or shoaling, or impact navigation;
 4. Whether impacts or modification by a project would adversely affect fishing or recreational use of wetlands;
 5. Whether an alteration or impact would be temporary in nature;
 6. Whether the project contains significant State historical and archaeological resources, defined as “Properties On or Eligible for the National Register of Historic Places;”
 7. Whether alteration of wetlands would have measurable adverse impacts on adjacent sensitive natural areas; or
 8. Where wetlands have been created for mitigation purposes under Section 404 of the Clean Water Act, such wetlands shall be considered for protection.
- **Floodways and Floodplains.** Prohibit development within floodways and restrict or prohibit development in flood plains. If development within flood plains is allowed, flood plain storage should not be decreased from its present state. In no event should development be permitted that inhibits the flow of floodwaters.
- **National Flood Insurance Program.** Continue to participate in the National Flood Insurance Program. Periodically amend the Unified Development Code to comply with changes to ordinances specified by the Federal

Emergency Management Agency.

- **Best Management Practices.** Implement best practices for water pollution control and stormwater management, including but not limited to: biofilters (vegetated swales/strips), wet ponds, and constructed wetlands.
- **Municipal Practices.** Ensure that the City, in its own activities, follows the same environmental policies as required of private developers.
- **Encourage Conservation Subdivisions.** Encourage conservation subdivision development, where opportunities exist. (Conservation developments cluster structures on developable land in order to conserve land and/or provide public open space).
- **Acquire Conservation Lands.** Seek out opportunities to acquire conservation lands and park spaces.
- **Connectivity of Open Spaces.** Creation of new open space and connection to existing or planned open spaces are priorities for Duluth and will be sought in the review of development proposals, as appropriate. The requirement for and design of open spaces will be considered on a case-by-case basis, taking into account the City's objectives of creating pedestrian-friendly destinations and accessible linkages to them. Improving accessibility to parks and creating pedestrian links between open spaces, public parks and Downtown will greatly strengthen the urban core of the City and will therefore be a key guiding principle when reviewing open space proposals.
- **Permeable Surfaces.** Use permeable surfaces for parking lots in non-residential developments, if appropriate.
- **Street Trees.** Encourage or require the planting of street trees in subdivisions and new land developments.
- **Water Conservation.** Promote the conservation of water by residents and businesses to meet regional and state objectives or directives. Participate in private and public educational efforts that are designed to assist in water conservation.

Energy

- **Sustainability and Energy Efficiency.** Promote sustainable and energy-efficient development.
- **Reduce Energy Consumption.** Reduce energy consumption through comprehensive planning and urban design.
- **Support Programs to Increase Energy Efficiency.** Support programs to increase energy efficiency and reduce life-cycle costs of all construction projects, including public and institutional projects.
- **Recognize the Relationship between Energy Efficiency and Mobility.** Recognize that providing transportation options and good urban form design is the first step to

changing pollution intensive choices for mobility. Actively promote alternative transportation modes through the planning and implementation of bicycle and pedestrian pathways and future transit systems.

- **Efficient Lighting Practices.** Continue to enforce lighting design guidelines that promote energy efficiency and safety while reducing light pollution or "sky-glow," light trespass on adjacent properties, and glare.

Historic Resources

- **Compatible Character.** The traditional character of the community should be maintained through preserving and revitalizing local landmarks within the community, encouraging new development that is compatible with the traditional features of the community, and protecting other scenic or natural features that are important to defining the community's character.
- **Increase Community Support.** Strive to increase community support for historic preservation through the protection and retention of Duluth's local landmarks. Continue to expand upon programs and activities that will instill an appreciation and pride in Duluth's past.
- **Historic Districts and Landmarks.** Add to locally designated historic districts and local landmarks or create new ones, as appropriate.
- **Incentives.** Provide incentives, such as density bonuses, to developers that protect and preserve historic resources such as local landmarks.
- **Reuse of Buildings.** Encourage reuse of buildings, especially local landmarks, provided the architectural character of the building is retained and the market allows for economic success.

Population

- **Annexation.** Consider municipal boundary expansion opportunities as appropriate, including properties identified as potential annexation areas and when unincorporated property owners petition for annexation. The strategy should incorporate a logical reshaping of the municipal boundary that takes into account effective service delivery, proper land-use control and balanced digest.
- **Diversity in Boards and Commissions.** As the City's ethnic population continues to increase, it should make efforts to attract culturally diverse and multi-lingual members on the City's boards and commissions that reflect this growing diversity within the community.

Housing

- **Housing Opportunities.** Quality housing in a range of housing size, cost, and density should be provided in the

City.

- **Housing Variety.** Encourage a variety of home styles, densities and price ranges in locations that are accessible to jobs and services to ensure housing for individuals and families of all incomes and age groups.
- **Housing Quality.** Review annexation, rezoning, and master plan proposals for consistency with housing policies.
- **Executive Housing.** Work in cooperation with real estate developers on key parcels within or near the City to provide more executive level housing in the City.
- **Housing Strategy.** Adopt a comprehensive housing strategy.
- **Lifelong Communities.** Adopt the Lifelong Community Core Principals identified by the Atlanta Regional Commission to plan for housing and transportation infrastructure that allows residents to age in place.
- **Senior and Disabled Housing.** Houses should be made available for seniors and disabled persons that contain a single-level with no-step entrances and wide doorways. Senior housing should be located in close proximity to public transit, activity centers, recreation, and health care facilities.
- **Housing and Property Standards Codes.** Allocate appropriate resources to expand the enforcement function of housing and property standards codes (housing maintenance, yards, etc.), including the addition of code compliance staff.
- **State and Federal Housing Programs.** Pursue federal and state financial assistance programs as appropriate to improve areas of substandard housing.
- **Multifamily Housing.** New multifamily housing developments should be located within or part of a larger activity center, such as the Downtown Core. This helps promote walkability, connectivity and effective delivery of services while alleviating congestion and helping local businesses thrive. Staff should explore prospects with developers for converting aging apartment complexes into vibrant mixed-use centers.

Economic Development

- **Appropriate Businesses.** The businesses and industries encouraged to develop or expand in Duluth should be suitable for the City in terms of job skills required, linkages to other economic activities in the City or region, impact on the resources of the area, and future prospects for expansion and creation of higher-skill job opportunities.
- **Range of Jobs Available.** A range of job types should be provided in each community to meet the diverse needs of the local workforce.
- **Relation to Land Use Plan.** Avoid rezoning from commercial zoning categories to residential zoning districts,

in order to prevent the reduction of land designated in the future land use plan for economic development; where such changes are justified, recognize that such changes may affect the future economic base of the City.

- **Emphasis on Redevelopment.** Future economic development strategies should place the highest priority on redevelopment over new development.
- **Expedite Redevelopment Projects.** Consider, and if appropriate implement, ways to expedite the process of reviewing and approving redevelopment projects that are consistent with adopted redevelopment policies, objectives, and plans.
- **Heritage Tourism.** Promote heritage tourism in Duluth as a way to educate citizens and visitors of Duluth's history and cultural identity and to enhance the local economic base.
- **Small Businesses.** Promote the development of small businesses and entrepreneurship in the City.
- **Home Occupations.** Home occupations, when compatible with the neighborhood, are recognized as part of the overall City economic development strategy, subject to compliance with applicable zoning laws. Consider distinguishing between "major" and "minor" home occupations and regulate appropriately.
- **Positive Business Climate.** Create and maintain a positive climate for business in the City.
- **Balanced Regulation.** Balance the need to regulate the design and appearance of commercial and other properties with a positive regulatory environment that is sensitive to the need for businesses to be competitive in the marketplace.
- **Education and Training.** Explore potential partnerships with local post-secondary educational organizations for training opportunities that allow City residents to improve their job skills, adapt to technological advances, or to pursue entrepreneurial ambitions.
- **Business Marketing and Retention.** The City should work with business owners to assist them with marketing and to ensure that business retention objectives are met.
- **Partnerships.** Partner with private industry and/or other agencies to promote economic development opportunities that will benefit the City of Duluth, Gwinnett County, the region, and the State of Georgia.
- **Promotion and Recruitment.** The City of Duluth should work through Gwinnett Chamber of Commerce to actively and deliberately promote the City to business interests' worldwide, recruiting industry and commerce.
- **Downtown Residential Population.** Continue to grow the residential population within the Downtown Core and Core Neighborhood District to increase the massing of people that frequent downtown.

Land Use and Urban Design

- **Plans.** Use the Future Land Use Map and Character Area Map as a guide for decision-making.
- **Mixed Use Development.** Promote mixed-use developments in appropriate areas, especially in activity centers like the Downtown Core.
- **Protect Neighborhoods.** Protect the City's established residential areas from encroachment by incompatible land uses and from degradation.
- **Neighborhood Input in the Decision-making Process.** Applicants for rezoning and special uses are strongly encouraged to meet with adjacent property owners or homeowners associations prior to public hearings on such petitions.
- **Architectural Requirements.** Promote the highest quality of development. Reevaluate and reconsider architectural and site design standards as appropriate to encourage increased quality of site development, architectural detailing and materials.
- **Compatibility and Hometown Character.** Require new development to respect the scale and character of nearby structures and minimize or mitigate abrupt and excessive differences.
- **Streetscape Improvements.** Aesthetically appealing active transportation routes are desired and will be created or enhanced throughout Duluth. Street trees should be installed to create shaded sidewalks for pedestrians and improve the visual quality. Street furniture zones and landscape strips will be established along sidewalks within appropriate character areas. All streetscape improvements will be coordinated with the appropriate Department of Transportation when working along county and state routes.
- **Focusing of Efforts.** Continue to focus community improvement initiatives as directed by Council.
- **Gateways.** Improve community identity. Create civic gateways to the City that produce a sense of arrival. These entryways may incorporate streetscape elements, signage, landscaping, architectural features, and combinations of land uses that enhance the image and function of the City. Encourage the provision of public green spaces in gateway areas as private development occurs.
- **Signage and Wayfinding.** Continue to implement the community-wide signage system to contribute to the City's urban design and economic development objectives. Signage should be installed at gateway locations and along major corridors that directs visitors to key destinations, such as the Downtown and local attractions, as well as to public parking and municipal buildings.
- **Public Art.** Increase the presence of public art in the community and encourage new developments to display

public art and/or contribute financially to a public art fund.

- **Screening.** Screen negative views through site planning, architectural, and landscape devices.
- **Parking.** Adequate parking will be provided within the City. Parking should be situated so that the parking is located at the rear or side of the building. If circumstances require front parking areas, proper screening from the roadway will be provided.
- **Crime Prevention through Environmental Design.** Encourage, where appropriate, developments that follow principles of crime prevention through environmental design.

Community Facilities and Services

- **Level of Service Standards.** Establish and maintain level-of-service and/or performance standards for all community facilities and services provided by the City.
- **Police Protection.** Ensure that the police department has adequate personnel, equipment, and training. Maintain a target officer to population ratio as may be established by national professional organizations.
- **Solid Waste Management.** Develop strategies for reducing solid waste in accordance with the Georgia Comprehensive Solid Waste Management Act.
- **Sewerage.** Coordinate with Gwinnett County to expand sewerage services, promoting increased opportunities for all types of development.
- **Stormwater.** Work with Gwinnett County to fulfill requirements of Georgia Environmental Protection Department's regulations in developing a plan for non-point source pollution. Continue supporting Gwinnett County's Storm Water Stenciling Program. Revise City's Stormwater Management Plan based on the Large Phase I MS4 Permit Revisions.
- **Municipal Parks and Recreation Department.** Maintain a Parks and Recreation Department to serve residents with parks and recreational facilities. Where adequate resources exist, the parks and recreational facilities may serve non-residential areas or allow non-residents access.
- **Parkland Designation.** Designate lands for future parks, recreation, open space, and conservation.
- **Location Policy.** While abiding by principles of efficiency in terms of optimal geographic locations for City facilities and services, the City should use its investment in civic buildings to strategically leverage and enhance private reinvestment in redevelopment areas.
- **Public-Private Co-Delivery.** Identify, and capitalize on, opportunities for innovative public-private ventures in the arrangement, provision, and delivery of various City facilities and services.

Transportation

- **Local Street Improvements.** Improve geometrics of local street intersections where they pose traffic safety problems.
- **Downtown Public Parking.** Ensure adequate off-street parking facilities downtown, including public parking.
- **Context-Sensitive Design.** Provide for street designs that pay appropriate attention to concepts of compatibility, livability, sense of place, and urban design, in addition to conventional traffic engineering considerations. Utilize context-sensitive roadway design to promote streets that are built appropriately to fit the land uses surrounding them. For example, a downtown main street should be built with narrower lanes, wider sidewalks, and streetscape elements in its design, in order to encourage lower speeds and accommodate pedestrians.
- **Pedestrian/Sidewalk System.** Improve the network of pedestrian facilities (sidewalks) by creating a safe and accessible network throughout the City. Sidewalks of required widths, well-marked crosswalks and approved pedestrian-scaled lighting should be installed to create an inviting and well used pedestrian system. All new construction and redevelopment within the City should install infrastructure as appropriate to support pedestrian connectivity and enhance the sidewalk system. All new facilities must meet current American with Disabilities Act (ADA) standards. Additional funding will be sought to create and improve pedestrian facilities within developed areas of the City, but when redevelopment occurs it will be the responsibility of developers to improve facilities along their public street frontages and internal to the development. The City should identify ways to retrofit older suburban subdivisions with pedestrian facilities.
- **Bike Paths and Bikeways.** Provide bike paths and bikeways in appropriate locations in the City. Direct bicycle and pedestrian investments toward those corridors and areas best suited for foot and bicycle traffic and which have the greatest potential to provide convenient and safe mobility alternatives.
- **Multi-use Trails.** Continue pursuing opportunities to construct multi-use trails or greenways throughout the City.
- **Traffic Calming.** Consider future needs for traffic calming to slow speeding and/or discourage cut-through traffic.
- **No Truck Routes.** Designate routes for truck prohibition where needed.
- **Public Transportation.** Efforts should be made to tie into county and regional public transportation programs, where and when they are available. Work with county and regional transportation agencies to designate locations for public transit stops within the City. Support efforts to implement commuter rail if determined feasible and in the best interests of Duluth's residents and the state.
- **Connectivity.** During site plan and development permit review, steps should be taken to connect streets to provide a local street network that serves as an alternative to the arterial and collector street system. This includes consideration of a grid-street pattern in all places where such design is feasible and practical. It also means discouraging, limiting, or prohibiting cul-de-sacs in some cases, and providing for stub connections at property lines to tie into future compatible development on adjoining properties.
- **Interparcel Access.** Encourage or require interparcel vehicle access points between contiguous and compatible commercial and office developments.
- **Access Management.** Apply state and local standards for access management along arterial and collector streets, including but not limited to specifications for curb cut location and separation, traffic signal spacing, and deceleration lanes.
- **Railroad and Road Grade Separation.** Maintain safe railroad crossings for drivers, bicyclists, and pedestrians, and identify opportunities to implement projects that separate at-grade road and railroad intersections.
- **Traffic Impact Studies.** When a development proposal would be expected to generate 1,000 daily vehicle trips or more, or 100 or more vehicle trips during any a.m. or p.m. peak hour, a traffic study should be required. In other cases at the discretion of the City Engineer a traffic impact study may be required. The results of the study should be used to develop conditions of approval for the developer to implement during construction.
- **Neighborhood Parking.** In order to promote public safety, ensure that there is adequate parking for a neighborhood during the plan review process. Ensure that there is adequate enforcement of parking regulations to meet the needs of our existing neighborhoods.

Intergovernmental Coordination

- **Regional Cooperation.** Regional cooperation should be encouraged in setting priorities, identifying shared needs, and finding collaborative solutions, particularly where it is critical to success of a venture, such as protection of shared natural resources (Quality Community Objective, Regional Cooperation).
- **Regional Solutions.** Regional solutions to needs shared by more than one local jurisdiction are preferable to separate local approaches, particularly where this will result in greater efficiency and less cost to the taxpayer (Quality Community Objective, Regional Solutions).
- **Support for Regional Policies.** Support regional policies when they align with Duluth's local policies.

- **Regional Bicycle and Pedestrian Plan.** Strive for consistency with the Atlanta Regional Commission's Atlanta Region Bicycle Transportation and Pedestrian Walkways Plan, which includes recommended policies for local governments that, when implemented, can increase mobility, safety, accessibility, and connectivity region wide for bicyclists and pedestrians.
- **Intergovernmental Agreements.** Periodically assess existing intergovernmental agreements and develop new agreements as appropriate.
- **Information Sharing.** Share resources and information with all government entities.
- **Cooperative Land Use Planning.** Participate in cooperative efforts between Gwinnett County and its cities to jointly plan land uses, which contribute to the overall future development and quality of life throughout the county, region, and state. Monitor annexations and zonings in surrounding jurisdictions and comment on consistency of proposals with City plans. Participate regularly in LUCC and TCC meetings of the Atlanta Regional Commission.
- **Conflict Resolution.** Resolve conflicts with other local governments through established mediation processes or other informal or formal means.
- **Interagency Economic Development.** Promote intergovernmental and interagency coordination in economic development activities.
- **Water District.** Adopt, and amend as necessary, plans and regulations to be consistent with the mandates and requirements of the Metropolitan North Georgia Water Planning District.
- **Water and Sewer.** Work with Gwinnett County to plan and implement extension of water service, and sanitary sewer service to areas that have failing septic tanks, where cost effective to do so or where redevelopment to higher densities is desirable.
- **Water Conservation.** Participate in water conservation planning by the county and region.
- **Emergency Preparedness.** Periodically review and revise the disaster preparedness and emergency management plans in conjunction with Gwinnett County.

Short Term Work Program

| Short Term Work Program | | | | |
|--|-------------------------|--|-------------------------------------|--------------------------|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Historic Preservation | | | | |
| Create a citywide local landmark program. Preservation of local landmarks should be incentivized by the City. | 2025 | Staff Function | Community Development & Engineering | Operating Budget |
| Housing | | | | |
| Develop desired parameters for mixed-income housing in appropriate locations. | 2024 | Include in the 2045 Comprehensive Plan | Community Development & Engineering | Operating Budget |
| Complete a comprehensive housing study for the City. | 2025 | \$30,000 | Community Development & Engineering | Operating Budget |
| Economic Development and Redevelopment | | | | |
| Work with Gwinnett County to extend sanitary sewer along Buford Highway and the surrounding Core Neighborhood District. | 2026 | Staff function | Community Development & Engineering | ARPA, TAD, Sewer Fund |
| Perform an Economic Needs Assessment for the Rivergreen Business Park | 2028 | \$30,000 | Economic Development | Operating Budget |
| Land Use and Character Areas | | | | |
| Update the Pinecrest and Hill Community neighborhood plans with community input. | 2025 | Staff function/ Consultant | Community Development & Engineering | Operating Budget |
| Write and adopt a neighborhood plan for the Hall Circle Neighborhood with community input. | 2025 | Staff function/ Consultant | Community Development & Engineering | Operating Budget |
| Revise and resubmit for state and regional review this Short Term Work Program. | Annually | Staff function | Community Development & Engineering | Operating Budget |
| Amend the UDC to incorporate zoning provisions allowing infill residential development, specifically within the Core Neighborhood District character area. | 2024 | Staff function | Community Development & Engineering | Operating Budget |

| Short Term Work Program | | | | |
|---|-------------------------|---------------------|---|--------------------------------------|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Amend the UDC as necessary to allow for accessory dwelling units consistent with Life Long Communities initiatives and “missing middle” housing. | 2024 | Staff function | Community Development & Engineering | Operating Budget |
| Perform a feasibility study for the Hudgens’ Property Small Area Plan. | 2026 | \$20,000 | Community Development & Engineering | General Fund |
| Urban Design | | | | |
| Plan and implement gateway enhancements at entrances into the City and into Downtown. | 2028 | Unknown | Community Development & Engineering | Operating Budget |
| Review the Downtown Overlay District to allow for creative design elements in commercial and residential development and redevelopment | 2026 | Staff function | Community Development & Engineering | Operating Budget |
| Amend the UDC’s Tree Protection Ordinance to better address the constraints of redevelopment projects. | 2026 | Staff Function | Community Development & Engineering | Operating Budget |
| Amend the UDC to insure development standards are in line with development patterns this plan promotes. | 2024 | Staff Function | Community Development & Engineering | Operating Budget |
| Community Facilities: Water and Sewer | | | | |
| Installation of sanitary sewer in areas as determined from Sanitary Sewer Master Plan. | 2026 | Unknown | Community Development & Engineering | Capital Budget* |
| Stormwater Management | | | | |
| Work with existing residential subdivisions to bring neighborhood detention ponds into code compliance with the Stormwater Special Assessment District Program. | 2028 | Staff function | Community Development & Engineering (Stormwater Division) | Operating Budget; Special Assessment |
| Community Facilities: Parks and Recreation | | | | |
| Acquire lands within designated greenways for recreation. | 2028 | Unknown | Parks and Recreation; Mayor and City Council | Capital Budget |
| Improve functionality of Scott Hudgens Park with pedestrian circulation, stormwater drainage and restroom facility. | 2028 | Unknown | Parks and Recreation; Community Development & Engineering (Stormwater Division) | Capital Budget |

| Short Term Work Program | | | | |
|---|-------------------------|---------------------|---|--------------------------|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Design and construct restroom/trail head facility at Rogers Bridge Park. | 2024 | Unknown | Parks and Recreation; Consultants | Capital Budget |
| Technology upgrades for fountains at the Chattahoochee Dog Park. | 2024 | Unknown | Parks and Recreation; Consultants | Capital Budget |
| Improve functionality of Rogers Bridge Park with pedestrian circulation and improved parking. | 2024 | Unknown | Parks and Recreation; Consultants | Capital Budget |
| Investigate developing the 11 acre city-owned parcel on Craig Drive into a passive recreational destination. | 2026 | Staff function | Parks and Recreation; Community Development & Engineering | Operating Budget |
| Create a Chattahoochee River Trail Master Concept Plan . | 2024 | Staff Function | Community Development & Engineering | Operating Budget |
| Update the Comprehensive Park Master Plan | 2028 | Unknown | Parks and Recreation; Community Development & Engineering | Capital budget |
| Improve the walking trails at Bunten Road Park. | 2024 | Unknown | Parks and Recreation | Capital Budget |
| Improve the tennis courts and infrastructure at W.P. Jones Park. | 2024 | Unknown | Parks and Recreation | Capital Budget |
| Community Facilities: Public Safety | | | | |
| Ensure that the police department has an adequate number of high-quality personnel | 2028 | Unknown | Police Department | Operating Budget |
| Ensure that all officers attend Crisis Intervention Training (CIT) so that they may best deal with mental health issues they are faced with on a daily basis. | 2028 | No Cost | Police Department | No Cost |

* The Capital Budget is primarily funded through Special Purpose Local Optional Sales Tax (SPLOT) in combination with grant funding.

| Short Term Work Program | | | | |
|---|------------------------------------|---------------------------------|---|--|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Ensure that our agency abides by the standards and guidelines set forth by the Georgia Association of Chiefs of Police in order to become re-certified every 3 years. | Certification audits every 3 years | Unknown | Police Department | Operating Budget |
| Implement a Public Safety Ambassador Program where civilians are used to answer non-dangerous calls not requiring police. | 2024 | \$41,600 annually plus benefits | Police Department | Operating Budget |
| Community Facilities: Other | | | | |
| Inventory existing facilities and services provided by nongovernmental organizations in social service delivery. | 2025 | Staff function | Community Development & Engineering | Operating Budget |
| Transportation: Roads | | | | |
| Pine Needle Drive intersection realignment at Abbotts Bridge. | 2024 | \$1,000,000 | Community Development & Engineering | Capital Budget |
| Improve the average Pavement Condition Index (PCI) for all streets in the City of Duluth from a score of 46 (2012 average rating) to 70. | 2029 | \$1,500,000 annually | Public Works | Capital Budget; Local Maintenance and Improvement Grant (LMIG) |
| Study the need for traffic calming measures and install traffic calming devices as appropriate throughout the City. | 2027 | \$50,000 annually | Community Development & Engineering | Capital Budget |
| Complete Davenport Road Extension connecting Buford Highway with Main Street and Hill Street and close the existing skewed railroad crossing. | 2024 | \$4,000,000 | Community Development & Engineering | Capital Budget |
| Transportation: Transit | | | | |
| Work with and encourage Gwinnett Transit to bring additional bus service to Duluth. | 2028 | Staff function | Community Development & Engineering; Gwinnett Transit | Operating Budget |
| Explore LCI funds to complete a study investigating potential design for transit oriented development within the City. | 2024 | \$50,000 | Community Development & Engineering; ARC | Operating Budget. LCI Match (20% City, 80% ARC) |
| Transportation: Sidewalks and Bikeway Projects | | | | |
| Main Street Multi-Use Trail from Peachtree Industrial Boulevard to Brock Road. | 2025 | \$6,500,000 | Community Development & Engineering | Capital Budget |

| Short Term Work Program | | | | |
|--|-------------------------|--|--|---|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Investigate improved pedestrian crossing of Buford Highway between Brock Road and Davenport Road. | 2024 | Unknown | Community Development & Engineering | Georgia Department of Transportation; private funds |
| Create a conceptual design for the Chattahoochee River recreation trail adjacent to Rogers Bridge Road connecting Scott Hudgens Park and Rogers Bridge Park. | 2024 | Unknown | Community Development & Engineering | Capital Budget |
| Review possibility of City-owned passive park along the Chattahoochee River made up of City-owned and CRNRA parcels owned by the National Park Service. | 2028 | Unknown | Community Development & Engineering | Capital Budget |
| Complete Western Gwinnett Pathway Phase III, from Rogers Bridge Road to the City of Duluth line. | 2024 | \$4,400,000 (\$4,269,000 County/\$131,000 local) | Gwinnett County DOT; Community Development & Engineering; Developers | Capital Budget; County SPLOST |
| Investigate measures to retrofit existing neighborhoods with sidewalks. | 2028 | Unknown | Community Development & Engineering; Consultants | Capital Budget |
| Construct the Pine Needle Pedestrian Trail. | 2028 | Unknown | Community Development & Engineering | Capital Budget |
| Create a sidewalk concept plan from Duluth High School to Albion Farm and Pine Needle. | 2028 | Unknown | Community Development & Engineering | Capital Budget |
| Create a sidewalk concept plan connecting the Hill Community to Duluth Highway | 2024 | Staff function | Community Development & Engineering | Operating Budget |
| Intergovernmental Coordination | | | | |
| Initiate dialogue with the U.S. National Park Service regarding joint-management and policing arrangements. | 2028 | Staff function | City Manager | Operating Budget |
| Other | | | | |

| Short Term Work Program | | | | |
|--|-------------------------|---------------------|---|--------------------------|
| Description | Years to be Implemented | Estimated Cost (\$) | Responsible Party | Possible Funding Sources |
| Obtain Green Communities Program certification offered by the Atlanta Regional Commission. | 2024 | Staff function | Community Development & Engineering | Operating Budget |
| Convert rail crossings in Downtown to quiet zones. | 2024 | \$2,000,000 | Community Development & Engineering | Capital Budget |
| Adopt a strategy for logically reshaping the municipal boundary of Duluth and utilize public art, landscaping and wayfinding to create attractive gateways and community boundaries. | 2025 | Staff function | Community Development & Engineering; City Manager; City Council | Operating Budget |
| Expand and improve the Duluth N.O.W. program by partnering with neighborhoods on clean up events, public outreach and education, enforcing property maintenance and zoning regulations within neighborhoods. | 2027 | Staff function | Community Development & Engineering | Operating Budget |

Report of Accomplishments

Cities should effectively use the Short Term Work Program element of the Comprehensive Plan as a guideline for the development, management and implementation of local Comprehensive Plans. The Report of Accomplishments details how many action items have been completed, are currently underway, have been postponed or have not been accomplished and are no longer activities the local government intends to undertake. The following key terminology is used throughout this section:

- Items that are Completed have been finished within the 5-Year reporting period prior to this Comprehensive Plan Update.
- Items that are Underway have been initiated or have had partial progress made as of the end of the 5- Year reporting period prior to this Comprehensive Plan Update. They have been carried over into the new 5-year reporting period for the Comprehensive Plan Update.
- Items that are Postponed are still priorities for the community, and have been carried over into the new 5-Year reporting period for this Comprehensive Plan Update.
- Items that are Cancelled will not be carried over into the new 5-Year reporting period for this Comprehensive Plan Update. Generally, these are items that are broad policy statements or routine city operations, and they have been identified appropriately as such.

| Report of Accomplishments | | |
|--|-----------|---|
| Description | Status | Notes |
| Historic Preservation | | |
| Create a citywide local landmark program. Preservation of local landmarks should be incentivized by the City. | Postponed | This is no longer a priority of the City. |
| Housing | | |
| Work with developers on key parcels within or near the City to provide more executive level housing in the City. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Review annexation, rezoning, and master plan proposals for consistency with housing policies. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Increase enforcement of housing and property appearance standards, including the hiring of one additional code enforcement officers. | Complete | Additional officer was hired in 2021 |
| Create a code compliance manager position. | Complete | Manager position was created in 2021 |
| Use Community Development Block Grant (CDBG) funds for sewer installation in the Hill Community. | Complete | The City utilized ARPA funds to complete this project. the City is currently acquiring right-of-way. |

| Report of Accomplishments | | |
|---|-----------|---|
| Description | Status | Notes |
| Explore prospects with developers for converting aging apartment complexes into vibrant mixed-use centers. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Complete a comprehensive housing study for the City. | Postponed | The City had inadequate staffing in the last reporting period to complete this item. |
| Adopt a one and two family residential rental property registration | Cancelled | This is no longer a priority of the City. |
| Economic Development and Redevelopment | | |
| Reduce commercial, industrial & retail property vacancy rates in the City of Duluth. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Recruit special interest groups into established business associations | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Unite property owners, business owners, and residents to create better business and living environment. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Work with Gwinnett County to extend sanitary sewer along Buford Highway and the surrounding Core Neighborhood District. | Underway | The City is currently in negotiations for right-of-way for this project. |
| Encourage sustainability model for shopping centers utilizing techniques learned from downtown redevelopment activities to promote shopping centers as village centers. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Aggressively market opportunities for redevelopment of properties in the Urban Core Character Area and Point Berkeley. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Work with Town Center merchants to identify and conduct promotional and branding activities that would market Duluth as a true destination. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Adopt a formal Economic Development Plan that includes identifiable incentives to encourage development, redevelopment, and business location into the City. | Cancelled | This is no longer a priority of the City. |
| Engage the international community to coordinate investment objectives and opportunities. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Land Use and Character Areas | | |
| Update the Pinecrest and Hill Community neighborhood plans with community input. | Underway | City staff has engaged the community on several occasions to determine how they want to see improvements occur. |
| Write and adopt a neighborhood plan for the Hall Circle Neighborhood with community input. | Postponed | The City had inadequate staffing in the last reporting period to complete this item. |

| Report of Accomplishments | | |
|---|-----------|---|
| Description | Status | Notes |
| Amend the Comprehensive Plan as appropriate any time the City annexes an accumulated area of 100 acres or more. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Revise and resubmit for state and regional review this Short Term Work Program. | Underway | |
| Amend the UDC as necessary to incorporate zoning provisions allowing infill residential development, specifically within the Core Neighborhood District character area. | Underway | Staff has begun initial research for how to best implement infill residential development in these areas. |
| Amend the UDC as necessary to allow for accessory dwelling units consistent with Life Long Communities initiatives and “missing middle” housing. | Underway | Staff has begun a review of the UDC for opportunities to incorporate this development pattern. |
| Perform a feasibility study for the Hudgens’ Property Small Area Plan. | Cancelled | This is no longer a priority of the City. |
| Urban Design | | |
| Plan and implement gateway enhancements at entrances into the City and into Downtown. | Underway | The City installed improved signage at the entrances of the community in 2022. |
| Community Facilities: Solid Waste Management | | |
| Continue to develop strategies for reducing solid waste in accordance with the Georgia Comprehensive Solid Waste Management Act. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Community Facilities: Water and Sewer | | |
| Installation of sanitary sewer in areas as determined from Sanitary Sewer Master Plan. | Underway | The City is currently in negotiations for right-of-way for this project. |
| Stormwater Management | | |
| Continue supporting Gwinnett County’s Storm Water Stenciling Program. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Work with Gwinnett County to fulfill requirements of Georgia Environmental Protection Department’s regulations in developing a plan for non-point source pollution. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |

* The Capital Budget is primarily funded through Special Purpose Local Optional Sales Tax (SPLOT) in combination with grant funding.

| Report of Accomplishments | | |
|---|-----------|--|
| Description | Status | Notes |
| Revise City's Stormwater Management Plan based on the Large Phase I MS4 Permit Revisions. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Operate City's Stormwater Utility. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Community Facilities: Parks and Recreation | | |
| Acquire lands within designated greenways for recreation. | Underway | The City acquired 9 acres of undeveloped land along the Chattahoochee River from the Encore Subdivision in 2023. |
| Improve functionality of Scott Hudgens Park with pedestrian circulation, stormwater drainage and restroom facility. | Complete | The City completed this project in 2021. |
| Determine Security / technology measures for the Bunten Activity Building. | Complete | The City completed this project in 2021. |
| Design and construct restroom/trail head facility at Rogers Bridge Park. | Complete | The City completed this project in 2023. |
| Technology upgrades for fountains at the Chattahoochee Dog Park. | Underway | |
| Improve functionality of Rogers Bridge Park with pedestrian circulation and improved parking. | Complete | The City completed this project in 2023. |
| Investigate developing the 11 acre city-owned parcel on Craig Drive into a passive recreational destination. | Underway | |
| Coordinate local, state and federal government agencies to fund and restore the park bridge at Rogers Bridge Park connecting Duluth to Johns Creek. | Complete | The City completed this project in 2023. |
| Create a Chattahoochee River Trail Master Concept Plan . | Postponed | This item has been carried over to the next work program to better align with the completion of the Rogers Bridge Trailhead project. |
| Community Facilities: Other | | |
| Inventory existing facilities and services provided by nongovernmental organizations in social service delivery. | Postponed | This is no longer a priority of the City. |
| Transportation: Roads | | |
| Pine Needle Drive intersection realignment at Abbotts Bridge. | Underway | This project is to be completed in 2024. |

| Report of Accomplishments | | |
|--|-----------|---|
| Description | Status | Notes |
| Improve the average Pavement Condition Index (PCI) for all streets in the City of Duluth from a score of 46 (2012 average rating) to 70. | Underway | |
| Implement transportation policies at the time of site plan and preliminary plat review. | Complete | This has become part of the preliminary plan review process. |
| Replace the antiquated Speed Hump Program with a modernized Neighborhood Traffic Calming Program. | Postponed | The City had inadequate staffing during the previous work program to complete this project. |
| Study the need for traffic calming measures and install traffic calming devices as appropriate throughout the City. | Underway | This project is to be completed in 2024. |
| Complete Davenport Road Extension connecting Buford Highway with Main Street and Hill Street and close the existing skewed railroad crossing. | Underway | This project is to be completed in 2024. |
| Redesign streetscapes along Pleasant Hill Road and Peachtree Industrial Boulevard by incorporating a variety of improved landscape within the rights of way and the medians. | Complete | The City completed this project in 2022. |
| Install Rogers Bridge Road Signal at Main Street. | Complete | The City completed this project in 2020 |
| Install Abbotts Bridge Road Signal at George Rogers | Complete | The City completed this project in 2020 |
| Complete Pleasant Hill Road and Buford Highway intersection enhancement project including landscaping, lighting, safety and signage. | Complete | The City completed this project in 2020 |
| Transportation: Transit | | |
| Work with and encourage Gwinnett Transit to bring additional bus service to Duluth. | Underway | |
| Implement Transportation policies at the time of site plan and preliminary plat review. | Complete | This was added to the plans review process in 2020 |
| Explore LCI funds to complete a study investigating potential design for transit oriented development within the City. | Postponed | Staff to explore this item in 2024 |
| Transportation: Sidewalks and Bikeway Projects | | |
| Bunten Road Sidewalks from Old Peachtree to Bunten Road Park. | Postponed | This project is identified on county maintained right-of-way. |
| Main Street Multi-Use Trail from Peachtree Industrial Boulevard to Brock Road. | Underway | Phase I of this project was completed in 2023. Phase II of this project is to be completed in 2025. |

| Report of Accomplishments | | |
|--|-----------|--|
| Description | Status | Notes |
| Investigate improved pedestrian crossing of Buford Highway between Brock Road and Davenport Road. | Underway | |
| Create a conceptual design for the Chattahoochee River recreation trail adjacent to Rogers Bridge Road connecting Scott Hudgens Park and Rogers Bridge Park. | Postponed | This item has been carried over to the next work program to better align with the completion of the Rogers Bridge Trailhead project. |
| Review possibility of City-owned passive park along the Chattahoochee River made up of City-owned and CRNRA parcels owned by the National Park Service. | Underway | |
| Install Abbotts Bridge Road Sidewalks from Main Street to Duluth High School. | Cancelled | This is no longer a priority of the City. |
| Complete Western Gwinnett Bikeway Phase III, from Rogers Bridge Road to the City of Duluth line. | Underway | |
| Investigate measures to retrofit existing neighborhoods with sidewalks. | Underway | |
| Intergovernmental Coordination | | |
| Monitor annexations and zonings in surrounding jurisdictions and comment on consistency of proposals with City plans. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Seek to implement coordination strategies with the Gwinnett County Board of Education. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Participate regularly in LUCC and TCC meetings of the Atlanta Regional Commission. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Initiate dialogue with the U.S. National Park Service regarding joint-management and policing arrangements. | Underway | Staff function |
| Participate in efforts to update master plans of the Metropolitan North Georgia Water Planning District. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Reconsider, and revise as appropriate, existing intergovernmental agreements. | Underway | Staff function |
| Other | | |
| Obtain Green Communities Program certification offered by the Atlanta Regional Commission. | Postponed | The City did not meet the minimum requirements for this certification and will pursue certification in 2024. |

| Report of Accomplishments | | |
|--|-----------|---|
| Description | Status | Notes |
| Each Department within the City of Duluth is to complete and present a report of accomplishment based on this Community Work Program to the City Council at the annual Strategic Conference or at another time specified by Council. | Cancelled | This item is a broad policy statement or routine city operation, and has been removed from the short-term work program. |
| Convert rail crossings in Downtown to quiet zones. | Underway | This project is to be completed in 2025 |
| Adopt a strategy for logically reshaping the municipal boundary of Duluth and continue to utilize public art, landscaping and wayfinding to create attractive gateways and community boundaries. | Underway | |
| Expand and improve the Duluth N.O.W. program by partnering with neighborhoods on clean up events, public outreach and education, enforcing property maintenance and zoning regulations within neighborhoods. | Underway | |
| Apply for Plan First Designation through the Department of Community Affairs | Complete | City received this designation in 2019. |



Appendix

The Atlanta Regional Commission and The Georgia Department of Community Affairs require specific elements within a Community Agenda. Additionally, the ARC and DCA require the City’s needs and opportunities, short-term work program, report of accomplishments, broadband element, and land use element to be updated every five years. For ease of review these are called out in the Appendix..

Housing Element

As a Municipality within a “HUD Entitlement Community”, the City of Duluth is required to have a housing element. The Gwinnett County Consolidated Plan fulfills this requirement, and the Community Work Program has housing elements to address future needs.

Transportation Element

The City of Duluth is a member of the Atlanta Regional Commission, the Metropolitan Planning Organization of metro Atlanta. The PLAN 2045 Regional Transportation Plan meets this requirement.

Regional Important Resources Map

The City of Duluth is a member of the Atlanta Regional Commission, the Metropolitan Planning Organization of metro Atlanta. The ARC Regional Important Resource Map satisfies this requirement.

Community Participation Element

Steering Committee Members (2024 Update)

Manfred Graeder – City Councilmember
Niti Gajjar– Planning Commissioner
Shenee Holloway– Planning Commissioner
Bob Pennington – ZBA Member
Verdi Avila– ZBA Member
Stella Chen– Duluth L.E.A.D. Participant
Michael Johnson– Duluth L.E.A.D. Participant
Chris McGahee – Economic Development Director

Public Meetings, Open House, and Survey

March 13, 2023 -City Council Meeting
March 30, 2023 -Steering Committee Meeting
April 13, 2023 -Steering Committee Meeting
May 11, 2023 -Steering Committee Meeting
July 7, 2023 -Public Open House
August 2023-November 2023 -Online Survey
October 16, 2023 -Planning Commission Meeting
November 6, 2023 -Planning Commission Meeting
December 11, 2023 -City Council Meeting
February 12, 2024 -City Council Meeting

Needs and Opportunities

The City of Duluth's needs and opportunities are broadly identified in chapters two through four. The community outreach efforts described in earlier chapters helped create a list of city-wide needs and opportunities. It is important to note that the city-wide list of needs and opportunities may not reflect the specific needs and opportunities of a character area. The needs and opportunities of each character area are listed in more detail in Chapter 5. Additionally, the City's strategy to address its needs and opportunities is reflected in the City's Policies and Short-Term Work Program.

Community Needs:

1. Improve the City's long-range plans for alternative modes of transportation, including public transit, micro-modal transit, and bicycle and pedestrian connectivity.
2. Improve existing transportation corridors to feel safe for multiple types of users.
3. Improve the City's focus on environmental sustainability and energy efficiency. Specifically the steering committee identified the following goals: identify opportunities to increase energy efficiency standards in government buildings, utilize native plantings and sustainable landscaping in development or redevelopment opportunities, and amenitize stormwater management facilities and enumerate stormwater management goals.
4. Plan for the City's youth and its aging communities. The committee emphasized a desire to design spaces that are welcoming to all ages, especially through our parks and recreation department.
5. Improve wayfinding and signage for the free and public parking in the downtown area.
6. Preserve the City's tree canopy through a modern tree ordinance.
7. Focus on redevelopment over green field development.
8. Mitigate the effects of new residential development on the City's transportation network.
9. Maintain a high standard for existing housing options through effective code enforcement.
10. Find opportunities to provide more affordable housing options.

Community Opportunities:

1. Partner with local organizations to expand low-income housing.
2. Partner with the development community to expand the City's housing type and affordability.
3. Expand the City's housing supply and housing type, including housing affordability and housing attainability, through infill development.
4. Leverage the City's historic downtown to recruit unique retail and restaurant options.
5. Partner with Northside Hospital to see redevelopment occur on the old Ingles property.
6. Amend the zoning code to allow for a more diversity of commercial and residential land uses.
7. Relieve parking availability by connect downtown to surrounding neighborhoods through the use of bicycle and pedestrian trails.

However, each character area within the City has a unique set of needs and opportunities. As such, the staff has identified specific needs and opportunities within each Character Area section.

Short-term Work Program

The City has undertaken an extensive review of its short-term work program (STWP). The following are just a few of the updates or additions to the STWP in 2024:

1. Perform an Economic Needs Assessment for the Rivergreen Business Park
2. Amend the UDC's Tree Protection Ordinance to better address the constraints of redevelopment projects
3. Update the Comprehensive Park Master Plan
4. Create a conceptual design for the Chattahoochee River recreation trail adjacent to Rogers



Bridge Road connecting Scott Hudgens Park and Rogers Bridge Park

5. Implement a Public Safety Ambassador Program where civilians are used to answer non-dangerous calls not requiring police

Report of Accomplishments

The City has undertaken an extensive review of its report of accomplishments (ROA). The following are just a few of the updates or additions to the ROA in 2024:

1. Coordinate local, state and federal government agencies to fund and restore the park bridge at Rogers Bridge Park connecting Duluth to Johns Creek. (Completed in 2023)
2. Acquire lands within designated greenways for recreation. The City acquired 9 acres of undeveloped land along the Chattahoochee River from the Encore Subdivision. (Completed in 2023)
3. Redesign Streetscapes along Pleasant Hill Road and Peachtree Industrial Boulevard by incorporating a variety of improved landscape within the rights of way and the medians. Amend the UDC's Tree Protection Ordinance to better address the constraints of redevelopment projects. (Completed in 2022)
4. Main Street Multi-Use Trail from Peachtree Industrial Boulevard to Brock Road. (Phase I nearly complete in 2023)
5. Complete Davenport Road Extension connecting Buford Highway with Main Street and Hill Street and close the existing skewed railroad crossing. The City has constructed the Davenport Road Extension up to the right-of-way on both sides of the railroad. (The City is awaiting the railroad to perform work within its right-of-way in 2023)

Land Use

The City has undertaken an extensive review of the Character Area and Future Land Use maps. Updates to character area goals and aspirations can be found within each character area section. Future land use classification, and geographical and boundary updates can be found within the maps themselves.

Broadband

According to the Federal Communications Commission, the City of Duluth has three providers of Broadband access with speeds over 50Mbps. This includes both Cable-DOCSIS 3.0 and Fiber to the end user. These speeds allow the City of Duluth to be competitive for high-tech companies. As the industry moves towards 5G the need for more small cell will be critical. 5G relies on small cell more than widely spaced out towers. The City should create a "connectivity vision" or telecommunication master plan in order to meet the needs of a changing industry while protecting property values and our resident's quality of life. Per the Department of Community Affairs' 2023 Georgia Broadband Availability Map, Duluth has zero unserved census blocks and only nine unserved locations. All of these locations are either undeveloped lots or city owned parks or property. Additionally, the City of Duluth partners with Local Government Services LLC to leverage state and federal opportunities to expand a variety of services to its community. Local Government Services LLC has informed us that the City of Duluth has more fiber/broadband services than most places in Georgia. There are approximately thirteen fiber companies currently in the City's ROW, excluding Google, Charter, Comcast, and AT&T who all offer high speed broadband services. The City currently has the biggest and fastest broadband companies in its ROW.

Georgia Broadband Availability Map

Legend

Census Block Status

- Served
- Unserved
- No Locations

Unserved Locations

- Unserved at publication

Post Publication Impacts

- Impacted Blocks

Broadband Programs

- USDA Reconnect (Approved)
- FCC RDOF (Terrestrial)
- ARPA Grant Projects
- NTIA BIP (Approved)
- Capital Project Fund (R 1 & 2)

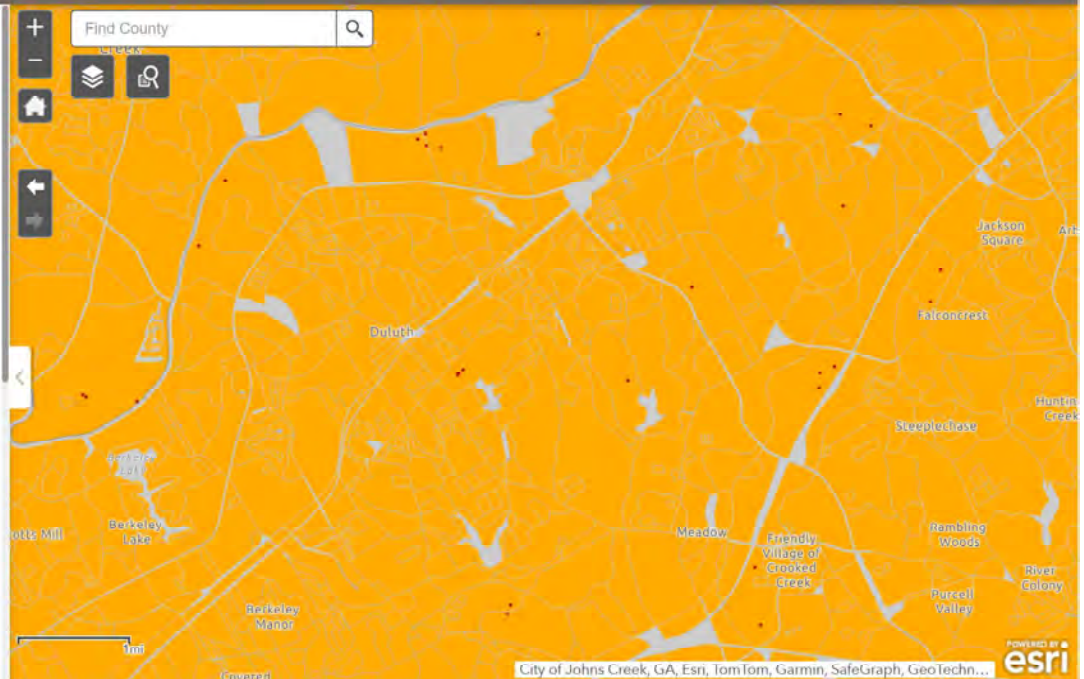
Description

The map portrays broadband statistics for the State of Georgia. Statistics are available by census block, county and legislative boundary.

The Impacted Blocks indicate where the served status of addresses/locations have been impacted by data made available after map publication.

The Capital Project Fund (CPF) locations represent Rounds 1 & 2 of awarded CPF grants. More information about this program can be found at the [OPB Capital Projects Fund website](#).

Click in the map to see county statistics in a popup. Zoom in until census block boundaries are visible to see more information.



Federal Communications Commission

FCC National Broadband Map

Home Location Summary Provider Detail Area Summary Data Download About | Broadband Funding Map

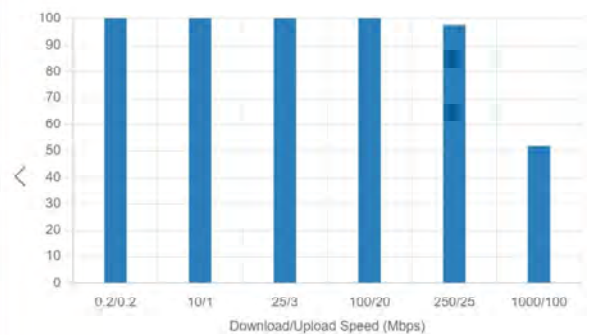
Service: Residential Tech: Any Technology Speed: $\geq 25/3$

Service Filters



Duluth, GA

Percent of Units Covered



Map Legend

Served Units Percentage

- 0%
- 0 - 20%
- 20 - 40%
- 40 - 60%
- 60 - 80%
- 80 - 100%



Community Participation Documentation

City Website

The screenshot shows the Duluth Georgia City Website. The header includes the city logo, navigation links (Home, Government, Services, Business, Community, How Do I, Feedback), and social media icons. The main content area is titled '2024 Comprehensive Plan Update' and features a 'COMPREHENSIVE PLAN UPDATE SURVEY' section. The survey section includes a thank you message and a call to action to complete the survey. A sidebar on the left lists various city services and resources.

2024 Comprehensive Plan Update

[FORWARD](#) [Duluth 2020 Comprehensive Plan](#) (Current edition)

COMPREHENSIVE PLAN UPDATE SURVEY

Click [HERE](#) or fill out below to complete the survey.

Thank you for taking the time to complete this survey. Your input is greatly appreciated.

This year we are in the process of updating our 2040 Comprehensive Plan. City officials and staff have been utilizing this document for the past five years to assist in land-use policy decisions and to help guide development. Please take a moment to complete the following survey comprised of community goals and aspirations and let us know if we are still on the right track. Your input helps guide the decision making of policy makers in our community. Thank you.

2040

COMPREHENSIVE PLAN UPDATE

IF YOU LIVE, WORK, OR PLAY IN DULUTH WE NEED YOUR INPUT!

The City of Duluth planning staff is working closely with our elected officials to update the city's comprehensive plan, but we need your help. Your opinion matters.

Please help guide the future of development in our fabulous city by taking the survey located on our website.



If you are unfamiliar with what a comprehensive plan is or does, here are few frequently asked questions to help direct your input.

WHAT IS A COMPREHENSIVE PLAN?

A comprehensive plan is a long-range planning document that assists local elected officials in making land-use policy decisions that align with professional best practices and, critically, local preference and context. Whether it is transportation projects, new neighborhoods, or attracting members of the business community, our comprehensive plan helps us create a shared vision for what it means to live, work, or play in the City of Duluth.

WHAT ARE THE KEY ELEMENTS OF A COMPREHENSIVE PLAN?

The key elements of the City of Duluth's comprehensive plan are the Character Area Map and the Future Land Use Map. The Character Area Map divides the city into districts with distinct goals, weaknesses, and opportunities. The Future Land Use Map examines each property for its best potential use.

WHY DOES THE CITY NEED TO UPDATE THE COMPREHENSIVE PLAN?

While comprehensive plans maintain a 40-year horizon, it is important to acknowledge that cities grow, preferences change, and new issues present themselves every year. Therefore, it is local and state policy that cities update their comprehensive plans every 5 years to account for national, regional, and local trends and conditions.

HOW DOES THIS UPDATE AFFECT ME?

For some communities a comprehensive plan is little more than a paperweight collecting dust in a planning department. This could not be further from the truth for Duluth. Our city council weighs every land-use decision or local policy against the goals and aspirations contained within our comprehensive plan. Our comprehensive plan is one of, if not the most important document for local policy makers.



If you **live**, **work** & **play** in Duluth:

Your input is needed! We will be hosting a public open house to help us update the **FORWARDduluth 2040 Comprehensive Plan**. We will be displaying and discussing key areas of interest within Duluth and identifying opportunities to make improvements to:

- Road & Sidewalks
- Neighborhood Planning
- Sustainability
- Economic Development

Your opinion **matters**. Please help guide the future of development in our fabulous city. Questions, comments and feedback can be emailed to **comprehensiveplan@duluthga.net**.



Visit the
comprehensive
plan webpage.

Public Meetings:

Over the course of the planning process, there were numerous public meetings. These meetings were advertised and open to the public. The agendas for the meetings were advertised on the City's website, in the Gwinnett Daily Post, and on the public notice board at City Hall.

CITY OF DULUTH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City of Duluth City Council to discuss the process by which the City of Duluth will update the *2040 Comprehensive Plan (ForwardDuluth)*. Along with potentially other items, the Planning Staff will update City Council on a tentative schedule, areas of focus, and update requirements from the Georgia Department of Community Affairs.

The public is invited to attend this hearing before the City Council. The meeting date, place and time regarding this matter are as follows:

WHEN: March 13, 2023 - 6:00 p.m.
WHERE: City Hall
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the comprehensive plan, which is on file with the Department of Planning and Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice.

For more information, contact Forrest Huffman, Planning and 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 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.



2040 COMPREHENSIVE PLAN STEERING COMMITTEE MEETING AGENDA

CITY OF DULUTH
COMMUNITY ROOM
3167 MAIN ST
DULUTH, GA 30096

APRIL 13, 2023 at 5:30PM

COMMITTEE MEMBERS:
Manfred Graeder
Niti Gajjar
Shenee Holloway
Robert Pennington

Verdi Avila
Stella Chen
Michael Johnson
Chris McGahee

STAFF MEMBERS:
Forrest Huffman, Director of Planning & Development
Amy Bingham, Planning Manager
Margie Pozin, City Engineer

AGENDA:
I. CALL TO ORDER
III. REVIEW OF HOW CURRENT PLAN ADDRESSES ISSUES OF DEMOGRAPHICS, TRANSPORTATION, AND HOUSING
IV. IDENTIFYING GOALS AND ASPIRATIONS OF KEY CHARACTER AREAS
VII. ADJOURNMENT



2040 COMPREHENSIVE PLAN STEERING COMMITTEE KICK-OFF MEETING AGENDA

CITY OF DULUTH
COMMUNITY ROOM
3167 MAIN ST
DULUTH, GA 30096

MARCH 30, 2023 at 5:30PM

COMMITTEE MEMBERS:
Manfred Graeder
Niti Gajjar
Shenee Holloway
Robert Pennington

Verdi Avila
Stella Chen
Michael Johnson

STAFF MEMBERS:
Forrest Huffman, Director of Planning & Development
Amy Bingham, Planning Manager

AGENDA:
I. CALL TO ORDER
II. INTRODUCTION OF STAFF AND COMMITTEE MEMBERS
III. STAFF PRESENTATION OF COMPREHENSIVE PLAN UPDATE
IV. SWOT AND NEEDS ASSESSMENT EXERCISE
VII. ADJOURNMENT



2040 COMPREHENSIVE PLAN STEERING COMMITTEE MEETING AGENDA

CITY OF DULUTH
COMMUNITY ROOM
3167 MAIN ST
DULUTH, GA 30096

MAY 11, 2023 at 5:30PM

COMMITTEE MEMBERS:
Manfred Graeder
Niti Gajjar
Shenee Holloway
Robert Pennington

Verdi Avila
Stella Chen
Michael Johnson
Chris McGahee

STAFF MEMBERS:
Forrest Huffman, Director of Planning & Development
Amy Bingham, Planning Manager
Margie Pozin, City Engineer

AGENDA:
I. CALL TO ORDER
IV. IDENTIFYING GOALS AND ASPIRATIONS OF KEY CHARACTER AREAS
VII. ADJOURNMENT

**CITY OF DULUTH
NOTICE OF PUBLIC MEETING**

NOTICE IS HEREBY GIVEN that a public meeting will be held before the Planning Commission to review elements of the City's Comprehensive Plan as part of a major plan update.

The public is invited to attend this meeting before the Planning Commission. The meeting date, place and time regarding this matter are as follows:

WHEN: October 16th, 2023 - 6:00 p.m.
WHERE: City Hall Community Room
3167 Main Street
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the City's Comprehensive Plan, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public meeting 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 meeting. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.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 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.

**CITY OF DULUTH
NOTICE OF PUBLIC MEETING**

NOTICE IS HEREBY GIVEN that a public meeting will be held before the Planning Commission to review a draft of the City's Comprehensive Plan as part of a major plan update.

The public is invited to attend this meeting before the Planning Commission. The meeting date, place and time regarding this matter are as follows:

WHEN: November 6th, 2023 - 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 Comprehensive Plan, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public meeting 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 meeting. Written comments may be sent to the following address:

City of Duluth
ATTN: Planning Department
3167 Main Street
Duluth, GA 30096
OR
Email: Planning@duluthga.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 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.







Adopted 2024



ORDINANCE 02024-05
CITY OF DULUTH
UNIFIED DEVELOPMENT CODE
AMENDING ARTICLE 3 “RESTRICTIONS ON PARTICULAR USES” and ARTICLE 12 “APPEALS”

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 Planning and Development 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 February 5, 2024, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval of the text amendment (TA2024-001) as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on February 12, 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 3 and Article 12 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 12th day of February, 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”

- I. Modify Unified Development Code Section 304.02 Fences and Freestanding Walls to add or modify the following:

304.02 Fences and Freestanding Walls.

(a) Building Permit Required.

All commercial and residential fences and freestanding walls exceeding 7 feet in height are required to obtain a building permit from the City of Duluth.

(b) Maximum Height Limitations.

No wall or fence shall exceed 8 feet in height within a side yard or rear yard, and shall not extend into a required front yard with the exception of decorative fences, as described in Subsection (c) below. A wall or fence may extend into the required exterior side yard. **Any fence exceeding 7 feet in height shall require a permit.**

(c) Design Standards for Decorative Fences.

Fences within the required front yard must meet the following specifications and conditions:

(1) The maximum height shall be **4 feet within a required front building setback line or 8 feet in height in the balance of the yard. The Director of Planning can grant an administrative exception allowing for up to a 5 feet high decorative fence within the required front yard.**

(Note: No fence shall be allowed to obstruct site distances at any time. If there is any site distance obstruction due to fence height, said fence shall be pushed back toward the principal structure until said site distance is no longer obstructed).

(2) Fence shall be constructed with natural wood, simulated wood, brick columns or decorative ornamental iron only.

(3) The distance between the pickets must be a minimum of 2 inches.

(4) The color of the fence must be natural wood colors, neutral colors such as white, beige, ivory, cream off-white, or black, dark green wrought iron or the same color as the facade of the **principal** structure on the property.

~~(5) The fence shall be maintained at all times by the property owner and/or occupant of the property.~~

(5) Solid panel or privacy fences are not allowed within the required front yard.

(d) Electric fencing is prohibited, with the exception that invisible fencing used to contain domestic animals on the property is allowed.

(e) All fences shall be maintained in a structurally sound condition, in good repair, and free from loose, missing, or rotting materials. If painted, the paint on such fences shall be maintained without peeling, chipping, or fading. Fences shall be kept clean and free of visible mold, mildew, or algae growths.

Below is Table 12-A that provides guidance for administrative approval of special exceptions.

Table 12-A: Special Exceptions

Special Exception

Accessory uses and buildings:

An increase in the maximum allowable size of an accessory building.

The placement or construction of an accessory use or building on a lot prior to or in lieu of a principal use or building.

Buffers, landscaping and tree protection.

Fences within the required front yard in a residential district.

Administrative Approval Parameters

Any increase may be approved that is consistent with the use or normal operations of the proposed building and is compatible with neighboring properties. Any building so increased must obtain issuance of a building permit. Administrative approval is not available.

Modification or waiver of the standards for zoning buffers, site landscaping or tree protection may be authorized by the Planning and Development Director in specific cases when, in the Director's opinion, undue hardship may result from strict compliance; provided any such determination shall be based fundamentally on the fact that unusual topographical or other exceptional conditions require such modification, and that the granting of the modification will not adversely affect the general public welfare or nullify the intent of this Development Code.

Fences within the required front yard must meet the following specifications and conditions for administrative approval:

- a. The special exception application must include the following:
picture of fence (i.e., drawing, sketch, brochure, manufacturer's literature, photograph, or other pictorial documentation) and property survey showing the location of the fence, house and street frontage
 1. A drawing, sketch, brochure, manufacturer's literature, photograph or other pictorial documentation of the proposed fence; and
 2. A property survey showing the location of the fence, the house or other principal building, and the street frontage.
- b. The maximum height shall be 4 feet, or 5 feet with administrative approval.
- c. Fence shall be constructed with natural wood, simulated wood, brick columns or decorative ornamental iron only.
- d. The distance between the pickets of a picket fence must be a minimum of 2 inches.
- e. The color of the fence must be natural wood colors, neutral colors such as white, beige, ivory, cream off-white, or black, dark green wrought iron or the same color as the façade of the principal structure on the property.
- ~~f. The fence shall be maintained at all times by the property owner and/or occupant of the property.~~
- f. Solid panel or privacy fences are not allowed within the required front yard.

Exhibit "B"

Public Notice

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770) 795-3050

ORDER CONFIRMATION (CONTINUED)

Salesperson: TINA PARTRIDGE

Printed at 01/08/24 16:49 by tparttj

Acct #: 238452

Ad #: 385178

Status: New

Gdp8824
gpn13
**CITY OF DULUTH
NOTICE OF PUBLIC
MEETING**
NOTICE IS HEREBY GIV-
EN that a public meeting
will be held before the Du-
luth City Council to ap-
prove and adopt fencing
updates in the Unified De-
velopment Code. The pub-
lic is invited to attend this
meeting before the Duluth
City Council. The meeting
date, place and time re-
garding this matter are as
follows:

WHEN: February 12th,
2024 - 6:00 p.m.
WHERE: City Hall Coun-
cil Chambers 3167 Main
Street Duluth, GA 30096

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

City of Duluth
ATTN: Planning Depart-
ment 3167 Main Street
Duluth, GA 30096 OR
Email: [Planning@duluth-
ga.net](mailto:Planning@duluth-ga.net) For more informa-
tion, 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 ac-
commodations for a per-
son with a disability.
Please contact Teresa
Lynn at (770) 476-3434 if
special program accom-
modations are necessary
and/or if program informa-
tion is needed in an alter-
native format. Special re-
quests must be made in a
reasonable amount of time
in order that accommoda-
tions can be arranged.
1/14/2024

**ORDINANCE 02024-06
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 Comprehensive Plan; 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 February 5, 2024, the City of Duluth Planning Commission held a public hearing duly noticed and voted to recommend approval to adopt the Zoning Map as set forth in the minutes of said meeting; and

WHEREAS, the Duluth City Council held a public meeting on February 12, 2024, duly noticed as prescribed by law and published in the Gwinnett Daily Post regarding the Adoption of the Zoning Map 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 12th day of February 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"
Official Zoning Map of the City of Duluth

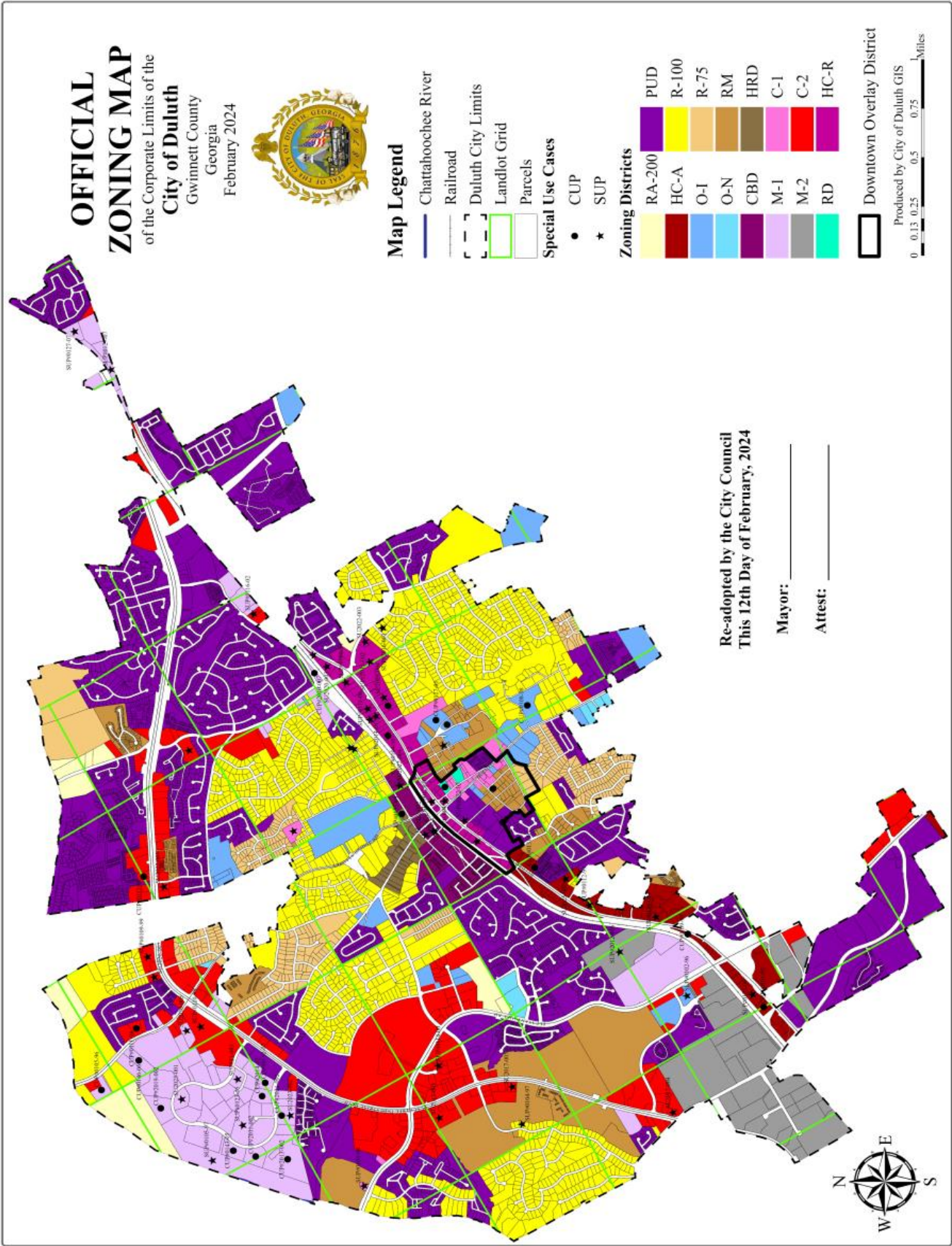


Exhibit "B"
Public Hearing Advertisement/Public Notice

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770) 7953050

ORDER CONFIRMATION (CONTINUED)

Salesperson: TINA PARTRIDGE

Printed at 01/08/24 16:50 by tparttj

Acct #: 238452

Ad #: 385179

Status: New

**Gdp8825
gpn13
CITY OF DULUTH
NOTICE OF PUBLIC
MEETING**

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

WHEN: February 12th, 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 Comprehensive Plan, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public meeting 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 meeting. Written comments may be sent to the following address:

**City of Duluth ATTN:
Planning Department
3167 Main Street Duluth,
GA 30096 OR Email:
Planning@duluthga.net
For more information,
contact Planning & Development, at (770)475-1790.**

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 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.

1/14/2024

**ORDINANCE
TO AMEND CHAPTER 13 OF THE CITY OF DULUTH CODE**

Part 1

The Council of the City of Duluth hereby ordains that the Duluth Code of Ordinances is hereby amended by deleting sections (1), (3), (4), (5) and (6) of Section 13-20 of Chapter 13, Article II, of the Code, and replacing as follows:

- (1) All residential solid waste to be collected by the service provider shall be placed in a curbside cart that was provided by the service provider.
- (3) Commercial and industrial solid waste to be collected by the service provider shall be placed in containers provided to commercial and industrial customers by the garbage collector.
- (4) All residential solid waste to be collected shall be placed on private property at the curb, alley or at the rear or side of the residences, multiple unit premises, institutional or commercial buildings not earlier than 6:00 p.m. on the day before scheduled collection by the service provider.
- (5) All containers, when stored, shall not be on public rights-of-way and shall be located to not interfere, block, obstruct or impede the normal use of any sidewalk, street, alley, driveway or fire lane, or to block, obstruct or impede sight distance at street, road, or alley intersections. Such containers shall be removed from the collection point within 24 hours after the scheduled day of collection.
- (6) Residential solid waste to be collected shall be easily accessible to the service provider for collection, preferably in a paved area. In the event that said containers are not easily accessible or are so situated that the service provider must contend with dogs or other pets, animals or livestock of the owner, tenant, or person in possession of the premises, so as to cause said collector to be apprehensive about his safety, collection of residential solid waste shall be excused until such time as the problem is remedied. Such a situation shall not excuse payment for the service to be rendered or responsibility of the owner, tenant, or person in possession of the premises to comply with this chapter.

The Council of the City of Duluth hereby ordains that the Duluth Code of Ordinances is hereby amended by adding section (7) of Section 13-20 of Chapter 13, Article II, of the Code, and replacing as follows:

- (7) Solid waste to be collected by special haul services provided for hereinafter shall be placed so as to be easily accessible to the service provider.

NOW THEREFORE, the City Council of the City of Duluth hereby ordains that the City of Duluth Municipal Code is hereby amended by

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 Lynn, Asst. City Mgr/City Clerk

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to the Development Agreement (this “**Amendment**”), dated as of the 12th day of February, 2024 (the “**Effective Date**”), is made between the City of Duluth, a municipal corporation of the State of Georgia (the “**City**”) and WMCi Atlanta IV-A, LLC, a Delaware limited liability company, WMCi Atlanta IV-B, LLC, a Delaware limited liability company, WMCi Atlanta IV-C, LLC, a Delaware limited liability company, and WMCi Atlanta IV-D, LLC, a Delaware limited liability company, their successors and assigns (hereinafter collectively referred to as “**WMCi**”). This Amendment is supplemental to and amends the original Development Agreement between the City and The Residential Group, LLC (TRG) (original owner- to WMCi) dated October 14, 2019 (the “**Development Agreement**”) attached hereto and as such the terms of the Development Agreement shall remain except as specifically amended as stated herein. Capitalized terms used but not defined herein shall have the meaning in the Development Agreement.

WHEREAS, pursuant to Section 7.1 of the Development Agreement, Sodo Apartments LLC., a successor and affiliate of TRG, LLC, assigned the Development Agreement to WMCi, pursuant to that certain Assignment of Agreements dated August 14, 2023; and

WHEREAS, the Development Agreement provides that the City would contribute tax increment financing (TIF) through annual TAD Payments to a maximum amount of Two Million One Hundred Thousand (\$2,100,000) to WMCi related to development of a multi-family apartment complex upon a parcel located at 3250 Buford Highway (legally described below); and

WHEREAS, the completed complex is consistent with the terms of the Development Agreement and WMCi is entitled to continuing annual TAD Payments; and

WHEREAS, the City has agreed upon Annual City TAD Payments to WMCi with a current balance of \$2,100,000 owed to WMCi; and

WHEREAS, Section 5.3 of the Development Agreement authorizes the City to prepay or finance all or a portion of the TAD Project in lieu of making the Annual City TAD Payments to WMCi, and upon such payment the Development Agreement will terminate; and

WHEREAS, the City and WMCi desire to end the City’s obligation to make annual TAD Payments to WMCi in exchange for payment of a discounted lump sum;

NOW THEREFORE, the City and WMCi for and in consideration of the mutual promises, covenants, obligations and benefits of this Amendment hereby agree as follows:

1. The City shall make a one-time payment to WMCi in the amount of One Million Six Hundred and Fifty Thousand Dollars (\$1,650,000) on or before February 26, 2024. Failure to make such payment shall render this Amendment null and void and City’s obligation to continue making annual TAD Payments pursuant to the terms of the Development Agreement shall apply.

2. In exchange for the one-time payment set forth in paragraph 1, WMCI will release the City from any additional TAD payment obligations under the Development Agreement.

3. Upon WMCI's receipt of the payment in paragraph 1 hereof, the Development Agreement shall terminate and be of no further force and effect, in which event WMCI and the City will be released of all obligations under the Development Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the 12th day of February 2024.

WMCI ATLANTA IV-A, LLC,
a Delaware limited liability company

By: _____
John T. Lancaster
Its: Co-President and Chief Financial Officer

WMCI ATLANTA IV-B, LLC,
a Delaware limited liability company

By: _____
John T. Lancaster
Its: Co-President and Chief Financial Officer

WMCI ATLANTA IV-C, LLC,
a Delaware limited liability company

By: _____
John T. Lancaster
Its: Co-President and Chief Financial Officer

WMCI ATLANTA IV-D, LLC,
a Delaware limited liability company

By: _____
John T. Lancaster
Its: Co-President and Chief Financial Officer

CITY OF DULUTH, GEORGIA

BY: _____
Greg Whitlock, Mayor

ATTEST: _____
Teresa Lynn, City Clerk

Exhibit A

LEGAL DESCRIPTION

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

BEGINNING at an iron pin set on the northerly most mitered intersection of the northeasterly Right of Way of Davenport Road (Variable R/W) and the southeasterly Right of Way of U.S. Highway 23/State Route 13 a.k.a. Buford Highway (Variable R/W); from point thus established and running along said Right of Way U.S. Highway 23/State Route 13 a.k.a. Buford Highway the following courses: North 36° 08' 36" East a distance of 190.34 feet to a point; thence North 36° 08' 36" East a distance of 167.03 feet to a point; thence North 36° 08' 36" East a distance of 100.56 feet to an iron pin set; thence leaving said Right of Way South 53° 39' 59" East a distance of 288.88 feet to a 1/2" rebar found; thence South 53° 39' 59" East a distance of 301.32 feet to a point; thence South 62° 05' 25" West a distance of 111.69 feet to a point; thence South 62° 05' 25" West a distance of 192.32 feet to an iron pin set; thence South 62° 05' 25" West a distance of 143.31 feet to a 1/2" rebar found; thence South 33° 10' 12" East a distance of 175.06 feet to a 1/2" rebar found; thence South 57° 29' 23" West a distance of 204.93 feet to an iron pin set on the northeasterly Right of Way of Davenport Road; thence running along said Right of Way the following courses: running along a curve to the right an arc length of 103.40 feet, (said curve having a radius of 1138.18 feet, with a chord bearing of North 32° 53' 12" West, and a chord length of 103.36 feet) to a point; thence North 30° 22' 37" West a distance of 209.13 feet to a point; thence running along a curve to the left an arc length of 62.40 feet, (said curve having a radius of 623.43 feet, with a chord bearing of North 33° 36' 21" West, and a chord length of 62.37 feet) to a magnetic nail found; thence South 85° 39' 56" East a distance of 12.92 feet to an iron pin set; thence running along a curve to the left an arc length of 71.04 feet, (said curve having a radius of 543.76 feet, with a chord bearing of North 39° 29' 06" West, and a chord length of 70.99 feet) to a point; thence North 43° 01' 14" West a distance of 67.70 feet to an iron pin set on the southerly most mitered intersection of the northeasterly Right of Way of Davenport Road (Variable R/W) and the southeasterly Right of Way of U.S. Highway 23/State Route 13 a.k.a. Buford Highway (Variable R/W); thence running along said miter North 03° 59' 22" East a distance of 23.53 feet to the TRUE POINT OF BEGINNING. Said tract contains 6.425 Acres (279,871 Square Feet).

Exhibit B

TAD DEVELOPMENT AGREEMENT

(dated October 14, 2019 Attached)

TAD DEVELOPMENT AGREEMENT ASSIGNMENT

(dated August 14, 2023 Attached)

CONTRACT FOR PURCHASE AND SALE

GEORGIA, GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **Nissley Contractors, Inc.** (hereinafter called "Sellers"), and **City of Duluth, Georgia** (hereinafter called "Buyer").

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy the property and all improvements and dwellings located thereon in the City of Duluth, Gwinnett County, Georgia, known as tax parcel 7-204 577 known as 2156 Main Street, Duluth, Georgia 30096, said property being shown and more fully described on Exhibit "A" which is attached hereto and incorporated herein by reference.

2. Purchase Price.

(a) The purchase price for the said property shall be NINE HUNDRED EIGHTY-FIVE THOUSAND AND 00/100 Dollars (\$985,000.00).

(b) The purchase price shall be paid at closing.

3. Seller's Warranties and Representations.

(a) Seller hereby warrants, represents and covenants (which warranties, representations and covenants shall be effective as of the date of Closing and shall survive the Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property.
- ii) There are two Georgia Department of Labor tax liens each in the amount of \$5,078.30 for a total of \$10,156.60 which will be satisfied prior to closing. With the exception of these liens there are no other special assessments against or relating to the Property.

- iii) No goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.
- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser.
- vi) There are no encroachments upon the Property.
- vii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- viii) There is access for ingress and egress to and from the Property to the public roads, street, highway and avenues, in front of or adjoining all or part of the Property.
- ix) No asbestos-containing materials have been installed in or affixed to the structures on the Property at any time during Seller's ownership thereof. No such materials have been stored or disposed of anywhere on the Property during Seller's ownership thereof.
- x) The Property and all operations on the Property are not in violation of applicable law, and no governmental entity has served upon Seller any notice claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Property.
- xi) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the property for the purposes intended by Buyer. Except as disclosed in writing by Seller to Buyer contemporaneously with the execution hereof in Exhibit "B", "Disclosure Notice" attached hereto and by

reference made a part hereof, no condition or fact exists contrary to any warranty or representation set forth in this Contract.

- xii) This Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

(b) The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

(c) Hold Harmless. Seller, by accepting this offer, agrees to indemnify, defend and hold the Buyer harmless of and from any and all liabilities, claims, causes of action, suits or other matters that may arise by reason of a breach of any of the above representations excluding breaches discovered after Closing. Such indemnification includes, but is not limited to, costs and attorneys' fees (including attorneys' fees and costs on appeal) reasonably incurred in connection with a breach of any of the above warranties. In the event of a breach of any warranty and representation, Buyer shall also have the right to terminate this Contract.

4. Inspection.

At all reasonable times prior to the closing hereunder Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Sellers with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. Buyer shall complete all such inspections, examinations and surveys within **Ninety (90)** days from the Effective Date of this Contract (Inspection Period). To the extent allowed by law, if any, Buyer shall indemnify and hold Sellers harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph. Said Inspection Period shall include the right to conduct a Phase I Environmental Study, a Phase II Environmental Study, and such other inspections as the Buyer deems necessary, all without prior consent of the Sellers. The Sellers do not have the right to review any environmental studies conducted during the inspection period, and the information and conclusions of the environmental studies shall be kept confidential by the Buyer and its agents. **If Buyer is not satisfied with the results of any of the inspections, environmental studies or other tests conducted during the inspection period, Buyer shall have an absolute right to terminate this Agreement and receive a refund of the earnest money paid in connection herewith.** In such event, neither party shall

have any further rights or obligations hereunder. Sellers shall be given forty-eight (48) hours prior notice of any testing, and testing shall be done in such a manner as to not disrupt Seller's business.

5. Objections to Title.

Within a reasonable time after the date hereof (not later than ten days prior to closing) Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable time thereafter (not to exceed ten days) within which to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Contract and recover the earnest money. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before February 15, 2024, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Pereira, Kirby, Kinsinger & Nguyen, LLP. in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable Limited Warranty Deed and Quit Claim Deeds from individual Sellers.
- ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
 - a) There are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
 - b) The Property is being conveyed unencumbered except for the Permitted Exceptions, if any.

- c) No construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) There are no parties in possession of the Property being conveyed other than Seller.
 - e) There are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
- iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
 - iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.
- (c) Ad valorem taxes shall be prorated as of the date of closing.
 - (d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Contract to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Contract and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the property for Buyer's intended use. If the Buyer in its sole discretion determines that the Property is not suitable for its intended purpose, then the Buyer shall notify Sellers in writing, and this Contract shall be null and void and all earnest money shall be refunded to Buyer.

8. Earnest Money.

Contemporaneously with the execution of this Contract Buyer has paid to Pereira, Kirby, Kinsinger & Nguyen, LLP., Earnest Money, the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00). At the closing hereunder said earnest money shall be applied against the purchase price provided herein. If Seller refuses or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not

met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, then said earnest money shall be transmitted to Seller as total liquidated damages, and this Contract shall terminate.

9. Seller's Broker.

Buyer and Seller hereby warrant and covenant that no real estate brokers or agents are involved in this transaction on behalf of Buyer or Seller other than Lavista Associates, Inc., who represents the Seller. Lavista Associates shall be paid a commission by Seller of six percent (6%) of the Purchase Price. Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission other than the commission owed to Lavista Associates as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Government Notices.

By acceptance of this Contract, Seller warrants that Seller has provided to Buyer all notifications received from the Department of Building and Safety, Health Department, or such other City, County, State or Federal Authority having jurisdiction, requiring any work to be done on the Property. Seller further warrants that in the event any additional notice or notices are received by Seller prior to the Closing and Seller is unable to or does not elect to perform the work required in the notice(s) at Seller's sole cost and expense on or before the Closing, said notice(s) shall be submitted to Buyer for examination and written approval. Should Buyer fail to approve the notice(s) and elect not to acquire the Property subject to the effect of same, Buyer shall notify Seller in writing within ten (10) days from the date Buyer receives the notice(s) that Buyer elects to terminate the Contract, and said Contract shall be null and void and Buyer shall receive a refund of the Earnest Money.

11. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by overnight delivery by courier of choice or registered or certified mail to:

BUYER: City of Duluth, Georgia
3167 Main Street
Duluth, GA 30096
Attention: Mr. James Riker, City Manager

SELLER: Nissley Contractors, Inc.
P.O. Box 2802
Duluth, Georgia 30096
Attn: Hal Nissley

BROKER: Tom Hunter, Director
Lavista Associates, Inc.
3490 Piedmont Road, NE, Suite 1300
Atlanta, GA 30305

12. Miscellaneous.

(a) Interpretation. In this Contract the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words "person" and "party" include corporation, partnership, individual, form, trust, or association wherever the context so requires.

(b) Attorney's Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney's fees as determined by the court without a jury. As used herein, the term "prevailing party" shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Contract was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Contract shall be deemed to be severable from all other provisions.

(e) Inurement. This Contract shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Contract Date. The Contract date shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

13. Modification of Contract.

No modification of this Contract shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

14. Entire Contract.

This Contract constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

15. Mutual Drafting.

Each party has participated in the drafting of this Contract and the provisions of this Contract shall not be construed against or in favor of either party.

16. Survival of Contract.

This Contract shall not be merged into the documents executed at the closing, but shall survive the closing, and the provisions hereof, except those provisions which are specifically identified as not surviving closing, shall remain in full force and effect.

17. Special Stipulations

(a) This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

(b) Seller will remove dirt stockpiles, concrete blocks, pea gravel pile, cars and miscellaneous debris on the subject property prior to closing.

(c) Seller will leave 57 stone piles and crusher run piles on the site.

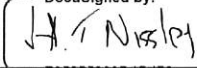
(d) Seller shall provide Buyer with a copy of the most recent survey produced showing any and all easements, including but not limited to access easements for the cell tower located on the site.

[Signatures on following page]

This Contract is agreed to this

7th day of November, 2023

Nissley Contractors, Inc.

By: 
E95255963D4D472...
H. T. Nissley
SELLER

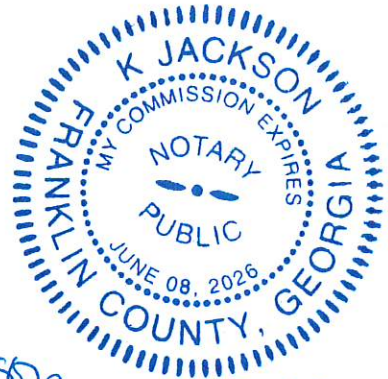
This Contract is agreed to this

8TH day of NOVEMBER, 2023

City of Duluth, Georgia

By: 
James Riker

Title: City Manager
BUYER



K Jackson
November 8, 2023

EXHIBIT A LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 204 of the 7th Land District of Gwinnett County, Georgia, said tract being more particularly described according to a plat of survey prepared for Alan Densmore and Hal Nissley by Gresham Planning & Development, Inc., Charles A. Marmelstein, Jr., Georgia Registered Land Surveyor No. 1950, dated June 27, 1995, and being Tract 2 containing 4.603 acres, said survey being recorded at Plat Book 60 Page 65, Gwinnett County Plat Records, said tract being more particularly described in accordance with said survey as follows:

TO FIND THE TRUE POINT OR PLACE OF BEGINNING begin at Mile Post No. 611 located within the bounds of the present main line 200 foot Right-of-Way of Norfolk Southern Railway Company (successor in title to formerly the Atlanta and Charlotte Airline Railway Company based on Deed dated August 15, 1916, recorded at Deed Book 31, Pages 318-328, Gwinnett County Deed Records, hereinafter referred to as the "1916 Railroad Right-of-Way" and/or the "Present Main Line"); running thence from Mile Post No. 611 in a Southeast direction and perpendicular to the centerline of the Present Main Line of the 1916 Right-of-Way of Norfolk Southern Railway Company a distance of 23.82 feet to a point located on the centerline of the present main line of the 1916 Railroad Right-of-Way; running thence Southwesterly, and forming an interior angle of 90 degrees with the preceding course, along the centerline of the 200 foot right-of-way of the present main line of Norfolk Southern Railway Company a distance of 3,303.48 feet to a point located in the centerline of the bridge which is part of Rogers Bridge Road traversing the railroad right-of-way of Norfolk Southern Railway Company; running thence North 12 Degrees 07 Minutes 01 Seconds West a distance of 121.52 feet to a point located on the Northwestern side of the present main line 200 foot railroad right-of-way of Norfolk Southern Railway Company; running thence North 49 Degrees 24 Minutes 40 Seconds East along the Northwestern edge of the right-of-way of the 200 foot railroad right-of-way of the present main line of Norfolk Southern Railway Company a distance of 1,067.86 feet to an iron pin found and the **TRUE POINT OR PLACE OF BEGINNING**; **RUNNING THENCE FROM THE TRUE POINT OR PLACE OF BEGINNING SO ESTABLISHED** North 43 Degrees 13 Minutes 43 Seconds West a distance of 28.91 feet to a point; running thence in a Northeasterly direction along the arc of a curve to the left an arc distance of 528.52 feet, said arc having a radius of 2,095.521 feet and being subtended by a chord bearing of North 39 Degrees 32 Minutes 45 Seconds East and a chord distance of 527.12 feet to a point; continue thence North 32 Degrees 19 Minutes 14 Seconds East a distance of 731.03 feet to a point; continue thence Northeasterly along the arc of a curve to the right an arc distance of 29.58 feet, said arc having a radius of 2,508.460 feet to a point; running thence South 40 Degrees 35 Minutes 20 Seconds East a distance of 342.55 feet to a point located on the Northwestern edge of the 1916 200 Foot Railroad Right-of-Way of Norfolk Southern Railway Company; running thence South 49 Degrees 24 Minutes 40 Seconds West along the Northwestern edge of the 1916 Railroad Right-of-Way and Present Main Line of Norfolk Southern Railway Company a distance of 1,245.06 feet to the **TRUE POINT OR PLACE OF BEGINNING**.

The above-described property is comprised of portions of the property acquired from the Haggai Institute for Advanced Leadership Training, Inc., the Corporation of Mercer University and Billy Graham Evangelistic Association and The Atlanta Charlotte Airline Railway Company and Norfolk Southern Railway Company by deeds of even date herewith. The portion of property from the Haggai Institute, et al, is a portion of the property described at Deed Book 3969, Page 343, Gwinnett County Deed Records and the portion of property acquired from The Atlanta Charlotte Airline Railway Company by deed dated August 5, 1872, recorded at Deed Book N, Page 175, Gwinnett County Deed Records.

**EXHIBIT B
DISCLOSURES**

THIS ADDENDUM TO THE AGREEMENT, made this ____day of _____, 2023 between **CITY OF DULUTH**, a Georgia Municipality, hereinafter called "LICENSEE" and **NORFOLK SOUTHERN RAILWAY COMPANY**, hereinafter called "RAILWAY".

WHEREAS, LICENSEE and the RAILWAY entered into an Agreement dated the 15th of June, 2021 to make improvements to Main Street adjacent to the tracks of RAILWAY, in the vicinity of RAILWAY Milepost 611.60 and 612.27, at or near Duluth, Gwinnett County, Georgia marked Attachment 1.

WHEREAS, the parties desire to amend the original Agreement to revise certain sections containing references to work to be performed.

NOW, THEREFORE, LICENSEE and the RAILWAY agree to amend the Agreement entered into dated the 15th of June, 2021 marked Attachment 1:

1. The parties agree to **REPLACE** Section I.3. in its entirety with the following language:

Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. The parties agree to **REPLACE** Section I.7. in its entirety with the following language:

Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks during the installation, maintenance, repair, renewal or removal of the Facilities.

3. The parties agree to **INSERT** Section I.19. in with the following language:

Qualified Protective Services. LICENSEE agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around RAILWAY operations to protect the LICENSEE, or its contractor, when construction activities are taking place on or adjacent to the RAILWAY property and/or has the potential to foul the RAILWAY's tracks or operations. All expenses for the qualified

protective services shall be covered by the LICENSEE. Prior to use, RAILWAY has the right to ensure the qualified protective services used is properly equipped to provide services around RAILWAY operations to ensure safety.

4. The parties agree to **REPLACE** Section II. 1. in its entirety with the following language:

Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, and superintendence within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

5. The parties agree to **REPLACE** Section II. 5. (a) in its entirety with the following language:

RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project.

6. The parties agree to **REPLACE** Special Provisions, Exhibit C, in its entirety with marked Attachment 2.

7. The parties agree to **REPLACE** Section II. 5. (b) in its entirety with the following language:

Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Twenty-Nine Thousand, Five Hundred Thirty-Six Dollars and Zero Cents (\$29,536.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

8. The parties agree to **REPLACE** force account estimate, Exhibit D, in its entirety with marked Attachment 3.

All other terms and conditions contained in the Agreement entered into dated the 15th of June, 2021 marked Attachment 1 remain the same as originally written.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Addendum to the Agreement effective the day and year first written above.

CITY OF DULUTH

By: _____

Name: _____

Title: _____

Date: _____

NORFOLK SOUTHERN RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

THIS AGREEMENT, dated as of the 15th day of June, 2021 is made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

CITY OF DULUTH, a Georgia Municipality, whose mailing address is City Hall, 2nd Floor, 3167 Main Street, Duluth, Georgia 30096 (hereinafter called "LICENSEE").

RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to make improvements to Main Street Adjacent to the tracks of RAILWAY (the "Facilities"), in the vicinity of RAILWAY Mileposts between 611.60 and 612.27, at or near Duluth, Gwinnett County, Georgia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to the extent authorized by law, to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE will require its Contractor, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE will require its Contractor to furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a

certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens; Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default; Remedies.

(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to, inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **Thirty Thousand, One Hundred Nineteen Dollars and Zero Cents (\$30,119.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:
c/o City of Duluth
City Hall, 2nd Floor
3167 Main Street
Duluth, Georgia 30096
Attention: City Manager

As to RAILWAY:
c/o Norfolk Southern Corporation
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3504
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions

are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.


10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

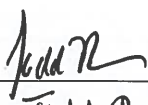
IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF DULUTH, a Georgia
Municipality

By: 
Name: Nancy Harris
Title: Mayor
Date: 5/10/21

NS File: ROW1113808

NORFOLK SOUTHERN RAILWAY
COMPANY, a Virginia corporation

By: 
Name: Todd Reynolds
Title: General Manager
Date: 10/15/2021

10/23/2015 GPLN

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| | | REVISION DATES | | | INDEX MAIN STREET ENHANCED SIDEWALKS PHASE II | | | | |
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CITY OF DULUTH

W&A PROJECT NO.
F-1231

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION OF GEORGIA STANDARDS SPECIFICATIONS FOR THE CONSTRUCTION OF ROADS AND BRIDGES 2013 EDITION AND SUPPLEMENTS THERETO, AS PROVIDED BY FEDERAL HIGHWAY ADMINISTRATION

2. ALL DRIVEWAYS THAT ARE TO BE RECONSTRUCTED SHALL BE PLACED IN KIND I.E. ASPHALT FOR ASPHALT, CONCRETE FOR CONCRETE, AND AGGREGATE SURFACE COURSE FOR DIRT DRIVES. DRIVEWAY RELOCATIONS ARE SHOWN FROM THE BEST AVAILABLE DATA. THE CONTRACTOR SHALL CONSTRUCT NEW DRIVEWAYS TO WATCH THE ACTUAL FIELD LOCATION OF EXISTING DRIVEWAYS OR AS LOCATED IN THE PLANS. RESIDENTIAL DRIVES SHALL BE 14 FEET WIDE AT THE THROAT UNLESS NOTED OTHERWISE IN THE PLANS. COMMERCIAL DRIVES SHALL BE 24 FEET WIDE UNLESS NOTED OTHERWISE IN THE PLANS. THE CONTRACTOR SHALL OBTAIN THE APPROVAL FROM THE ENGINEER PRIOR TO MAKING ANY REVISIONS TO LOCATION, WIDTH, AND/OR NUMBER OF DRIVES TO BE CONSTRUCTED. REQUIRED DRIVEWAY EASEMENTS NOT SHOWN ON THE PLANS SHALL BE ACQUIRED. DRIVES SHALL BE CONSTRUCTED USING:

ASPHALT - RESIDENTIAL - ASPH CONC 12.5mm SUPERPAVE (165 LB/SY)
GRADED AGGREGATE BASE, 6"
ASPHALT - COMMERCIAL - ASPH CONC 12.5mm SUPERPAVE (165 LB/SY)
ASPH CONC 19mm SUPERPAVE (220 LB/SY)
GRADED AGGREGATE BASE, 6"

CONCRETE - RESIDENTIAL - DRIVEWAY CONCRETE, 6" THICK
CONCRETE - COMMERCIAL - DRIVEWAY CONCRETE, 8" THICK

3. INGRESS/EGRESS SHALL BE MAINTAINED TO ALL EXISTING DRIVEWAYS.

4. A N.O.I. IS REQUIRED FOR THIS PROJECT. THE TOTAL DISTURBED AREA IS 2.91 ACRES.

5. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES HAVE BEEN LOCATED THROUGH FIELD SURVEY AND COORDINATION WITH UTILITY COMPANIES FOR EXISTING LOCATIONS. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON HIGHWAY PLANS WILL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY UNDER THIS REQUIREMENT. 'EXISTING UTILITY FACILITIES' MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED, OR NEWLY INSTALLED POSITION. ALL UTILITY FACILITIES, WHICH ARE IN CONFLICT WITH CONSTRUCTION ARE TO BE REMOVED OR RELOCATED TO CLEAR CONSTRUCTION IN ADVANCE OF HIS WORK.

6. UTILITY WORK COORDINATION WILL BE REQUIRED AS PART OF THIS CONTRACT. THE CONTRACTOR WILL BE REQUIRED TO USE THE ONE-CALL CENTER TELEPHONE NUMBER, 811 OR 1-800-282-7411, FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUB-SECTION 105.06 OF THE GADOT STANDARDS SPECIFICATION, 'COOPERATION WITH UTILITIES'.

| | | |
|--|---|--|
| TITO CINTRON ATLANTA GAS LIGHT (470) 218-5996 | ANGELO HINES AT&T TELECOMMUNICATIONS (770) 784-3972 | N/A CHARTER COMMUNICATIONS (800) 778-9140 |
| BRAD SEARS COMCAST TELECOMM. (470) 218-5996 | N/A GEORGIA POWER (404) 506-6539 | STEPHANIE SPARKS GWINNETT COUNTY PUBLIC UTILITIES WATER (678) 376-6917 |
| STEPHANIE SPARKS GWINNETT COUNTY PUBLIC UTILITIES SEWER (678) 376-6917 | ROBERT WILLIAMS GWINNETT COUNTY PUBLIC UTILITIES TRAFFIC (678) 639-8853 | JAN DOBY JACKSON EMC (770)822-3249 |
| N/A CENTURY LINK (800)283-4237 | N/A GEORGIA WOODLANDS RAILROAD R/W (706) 678-3000 | JACOB WATSON ENGINEER PUBLIC IMPROVEMENTS BRIDGES AND STRUCTURES NORFOLK SOUTHERN CORPORATION (404) 529-1225 JACOB.WATSON@NSCORP.COM |

7. THE TOTAL EARTHWORK QUANTITY SHOWN ON THE PLANS IS FOR INFORMATION ONLY. THE CITY OF DULUTH ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE CONTRACTOR SHALL BID ON GRADING COMPLETE LUMP SUM AND IT SHALL BE HIS RESPONSIBILITY TO DETERMINE THE ACTUAL EARTHWORK QUANTITY TO BE GRADED. NO CLAIMS WILL BE CONSIDERED FOR EXTRA COMPENSATION IF THE CONTRACTOR RELIES ON THE QUANTITY SHOWN ON THE PLANS. CLEARING AND GRUBBING ON THIS PROJECT IS LIMITED TO THE ACTUAL CONSTRUCTION LIMITS UNLESS DIRECTED BY THE ENGINEER. COST FOR CLEARING AND GRUBBING SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE-LUMP SUM.

8. THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECTED TO DUST FORMATION MUST BE PERIODICALLY WATERED SUFFICIENT TO RETARD DUST. ALL COSTS FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR ENTIRE PROJECT-LUMP SUM.

9. THE TOTAL AREA SHOWN ON THE PLANS FOR GRASSING IS FOR INFORMATION ONLY. THE CITY OF DULUTH DEPARTMENT OF TRANSPORTATION ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY. THE CONTRACTOR SHALL BID ON GRASSING COMPLETE LUMP SUM AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE ACTUAL AREA TO BE GRASSED. NO CLAIMS WILL BE CONSIDERED FOR COMPENSATION IF THE CONTRACTOR RELIES ON THE AREA SHOWN ON THE PLANS.

10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL.

11. HORIZONTAL CONTROL IS BASED UPON GEORGIA STATE PLANE COORDINATE SYSTEM. SEE PLANS FOR LOCATIONS AND DESCRIPTIONS OF MONUMENTS USED.

12. WHERE WET SUBGRADE IS ENCOUNTERED AND WHERE IDENTIFIED BY THE ENGINEER, UNDERDRAIN PIPE WITH DRAINAGE AGGREGATE SHALL BE PLACED AS DIRECTED BY THE ENGINEER TO AID IN DEWATERING THE SUBGRADE.

13. AGGREGATE SURFACE COURSE FOR TEMPORARY DRIVEWAYS, INCLUDING MATERIAL, HAUL AND PLACEMENT SHALL BE USED AT THE ENGINEER'S DIRECTION TO FACILITATE THE MOVEMENT OF LOCAL TRAFFIC THROUGH THE CONSTRUCTION AREA DURING INCLEMENT WEATHER. WHEN USED FOR THIS PURPOSE, SECTION 318 OF THE GADOT STANDARD SPECIFICATIONS IS MODIFIED TO PERMIT TRUCK DUMPING ON UNPREPARED WET, MUDDY SUBGRADE. SECTION 318 IS FURTHER MODIFIED TO PERMIT THE USE OF CRUSHER STONE AS DESCRIBED IN SECTION 318.02. THE CONTRACTOR WILL HAVE THE USE OF THE FOLLOWING MATERIALS:
a. GRADED AGGREGATE, ARTICLE 815.2.01
b. COURSE AGGREGATE, SIZE 467, ARTICLE 800.2.01
c. STABILIZED AGGREGATE, TYPE I OR II, SECTION 803.2.61 OR 803.2.02
d. CRUSHED STONE, ARTICLE 806.2.01

14. THIS PROJECT LIES WITHIN THE LIMITS OF AN INSECT INFESTED AREA. THE CONTRACTOR'S ATTENTION IS CALLED TO THE FOLLOWING SUB-SECTIONS OR SPECIAL PROVISIONS TO THE GADOT STANDARD SPECIFICATIONS: A) SUB-SECTION 107.13D - INSECT CONTROL REGULATIONS; B) SUB-SECTION 155 - INSECT CONTROL; AND C) SUB-SECTION 893 - MISCELLANEOUS PLANTING.

15. THE CONTRACTOR SHALL OBSERVE ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY REGULATIONS REGARDING PIPE INSTALLATION IN TRENCHES. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THE REQUIREMENT.

16. ALL EXISTING PIPE SHALL REMAIN UNLESS OTHERWISE NOTED ON PLANS OR AS DIRECTED BY THE ENGINEER. COST FOR REMOVAL AND COST FOR PLUGGING AND ABANDONING EXISTING PIPE SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE-LUMP SUM.

17. IN AREAS WHERE TYPE 2 CURB IS USED, DRAINAGE STRUCTURES 1033D AND 1034D WILL BE REQUIRED.

18. AT LOCATIONS WHERE NEW PAVEMENT IS TO BE PLACED ADJACENT TO EXISTING PAVEMENT WITHOUT AN OVERLAY OR WHERE CURBING IS TO BE PLACED ACROSS A PAVED AREA, A JOINT SHALL BE SAWED ON A LINE ESTABLISHED BY THE ENGINEER TO ENSURE A PAVEMENT REMOVAL TO A NEAT LINE. THE COST FOR SAWED JOINTS, WHEN REQUIRED, SHALL BE INCLUDED IN PRICE BID FOR OTHER CONTRACT ITEMS, EXCEPT WHEN SAWING P.C.C. CONCRETE PAVEMENT.

19. THE CONTRACTOR'S ATTENTION IS DIRECTED TO ARTICLES 104.05 AND 107.07 OF THE GADOT STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS FOR TRAFFIC CONTROL AND SEQUENCE OF OPERATIONS IN REGARDS TO MAINTENANCE OF TRAFFIC DURING CONSTRUCTION.

20. PRICE BID FOR TRAFFIC CONTROL - LUMP SUM SHALL INCLUDE, BUT IS NOT LIMITED TO CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNING AND PAVEMENT MARKINGS, BARRICADES, CHANNELIZING DEVICES, ETC. REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES' LATEST EDITION AND/OR AS DIRECTED BY THE ENGINEER.

21. PROJECT F-1231 PHASE II HAS A TOTAL AREA OF 5.09 ACRES AND THE EXPECTED DISTURBED AREA IS 2.91 ACRES. THE TOTAL AREA IS THE AREA OF RIGHT-OF-WAY AND EASEMENTS, AND THE DISTURBED AREA IS THE CLEARING AND GRUBBING AREA.

22. ALL CUT AND FILL SLOPES SHALL BE GRASSED AS DIRECTED BY THE ENGINEER IMMEDIATELY AFTER THE SLOPES ARE ESTABLISHED IN ORDER TO REDUCE EROSION. IF THE SEASON DOES NOT PERMIT GRASSING, TEMPORARY MULCH SHALL BE USED AS DIRECTED BY THE ENGINEER. REFER TO SECTION 161 OF THE STANDARD SPECIFICATIONS.

23. THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR REGRADING AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS IN THE PLANS AND THOSE THAT HAVE SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COSTS INCURRED TO COMPLY WITH THIS REQUIREMENT.

24. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION OR IN ACCORDANCE WITH NPDES PERMIT.

25. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. EROSION CONTROL CHECK DAMS OR FILTER RINGS SHALL BE PLACED IMMEDIATELY AFTER DRAINAGE STRUCTURES ARE IN PLACE. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY THE ENGINEER. SEE HE GADOT STANDARD SPECIFICATIONS REGARDING EROSION CONTROL AND THE MANUAL FOR EROSION AND SEDIMENT CONTROL BY G.S.W.C.C.. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING WETLAND AREAS FREE FROM SILTATION. THE CONTRACTOR SHALL OBTAIN AND ABIDE BY ALL CORPS OF ENGINEERS RULES AND REGULATIONS CONCERNING CONSTRUCTION ADJACENT TO WATERWAYS AND MAINTAIN WATER QUALITY.

26. ORANGE BARRIER FENCE SHALL BE ADDED AROUND ALL TREES THAT ARE NOT TO BE DISTURBED.

27. CONSTRUCTION LAYOUT WILL BE REQUIRED BY THE CONTRACTOR. ALL COST FOR THIS ITEM WILL BE INCLUDED IN THE PRICE BID FOR OTHER CONTRACT ITEMS.

28. TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO WATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED AND GROWING ON THE ADJACENT LAWN, I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA, ETC.. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.

29. THE CONTRACTOR WILL BE RESPONSIBLE FOR PRE-MARKING ALL SIGNING, STRIPING, GUARDRAIL AND HANDICAP RAMPS. AFTER PRE-MARKING IS COMPLETE AND 72 HOURS IN ADVANCE OF INSTALLATION THE CONTRACTOR SHALL NOTIFY GWINNETT TRANSPORTATION'S OPERATION AND MAINTENANCE DIVISION FOR APPROVAL. THIS SHALL BE COORDINATED WITH THE PROJECT ENGINEER.

30. THE CONTRACTOR SHALL TRIM ALL REMAINING TREES TO A VERTICAL DISTANCE OF 8' FROM THE BACK OF THE SIDEWALK. COST SHALL BE INCLUDED UNDER GRADING COMPLETE.

31. THE CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS FROM ALL EXISTING CURB & GUTTER TO REMAIN WITHIN THE PROJECT LIMITS.

32. ALL WORK TO BE PERFORMED ON OR ADJACENT TO THE RAILROAD RIGHT-OF-WAY SHALL COMPLY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY ('RAILROAD', 'NSR' OR 'NS') PUBLIC PROJECTS MANUAL (APPENDIX E, SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS). WHEN IN CONFLICT WITH OTHER PROJECT SPECIFICATIONS, THE MOST STRINGENT ONE SHALL APPLY.

33. ALL UTILITY INSTALLATIONS OR RELOCATIONS THAT ARE REQUIRED IN CONJUNCTION WITH THIS PROJECT CAN BE INSTALLED OR RELOCATED AS PART OF THE PROJECT PROVIDED THE CONSTRUCTION IS PERFORMED BY THE PROJECT CONTRACTOR OR PROJECT CONTRACTOR'S SUB-CONTRACTOR. HOWEVER, THE UTILITY MUST SUBMIT AN APPLICATION FOR THE INSTALLATION OR RELOCATION TO AECOM FOR APPROPRIATE HANDLING FOR LICENSE AGREEMENT AND APPLICABLE FEES. FOR UTILITY APPLICATIONS GO TO: WWW.NSCORP.COM > REAL ESTATE > NS SERVICES > WIRE, PIPELINE, & FIBER OPTIC PROJECTS > AECOM. NOTE: LICENSE AGREEMENT MUST BE EXECUTED PRIOR TO UTILITY BEING INSTALLED OR RELOCATED.

34. THE CONTRACTOR SHALL NOT COMMENCE ANY WORK ON RAILROAD RIGHTS-OF-WAY UNTIL HE HAS COMPLIED WITH THE CONDITIONS PRESENTED ON NS PUBLIC PROJECTS MANUAL (SEE APPENDIX E, NORFOLK SOUTHERN - SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS).

35. THE CONTRACTOR SHALL SO ARRANGE AND CONDUCT HIS WORK THAT THERE WILL BE NO INTERFERENCE WITH RAILROAD'S OPERATIONS. WHENEVER WORK IS LIABLE TO AFFECT THE OPERATIONS OR SAFETY OF TRAINS, THE METHODS OF DOING SUCH WORK SHALL FIRST BE SUBMITTED TO THE RAILROAD ENGINEER FOR APPROVAL, BUT SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM ANY LIABILITY.

36. CONTRACTOR TO VERIFY ALL ROADWAY RUNOFF ADJACENT TO THE RAILROAD RIGHT-OF-WAY WILL DRAIN AWAY FROM RAILROAD RIGHT-OF-WAY AND PREVENT STANDING WATER TO AVOID POTENTIAL EROSION IN ACCORDANCE TO THE NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL GUIDELINES.

STANDARD SIGNING AND MARKING NOTES

1. ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS.

2. SIGN ERECTION STATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

3. ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY.

4. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTIONS SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S).

5. ALL STRIPING, DIRECTIONAL ARROWS, ETC., SHALL BE THERMOPLASTIC, UNLESS OTHERWISE NOTED. ALL STRIPING SHALL BE INSTALLED PER GDOT SPECIFICATIONS.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL RULES AND REGULATIONS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES DURING CONSTRUCTION.

7. ALL EXISTING STRIPING, SIGNAGE, RAISED PAVEMENT MARKERS, UTILITIES, ETC. WHICH CONFLICT WITH PROPOSED IMPROVEMENTS SHOULD BE REMOVED AND/OR RELOCATED PER GEORGIA DOT SPECIFICATIONS TO INCORPORATE NEW IMPROVEMENTS.

8. NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS, AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT.

GEORGIA811

Utilities Protection Center, Inc

Know what's below.
Call before you dig.

6745 Sugarloaf Parkway • Suite 100 • Duluth, Georgia 30097

Phone: 770-447-8999

www.wolvertoninc.com

REVISION DATES

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GENERAL NOTES

MAIN STREET ENHANCED SIDEWALKS

PHASE II

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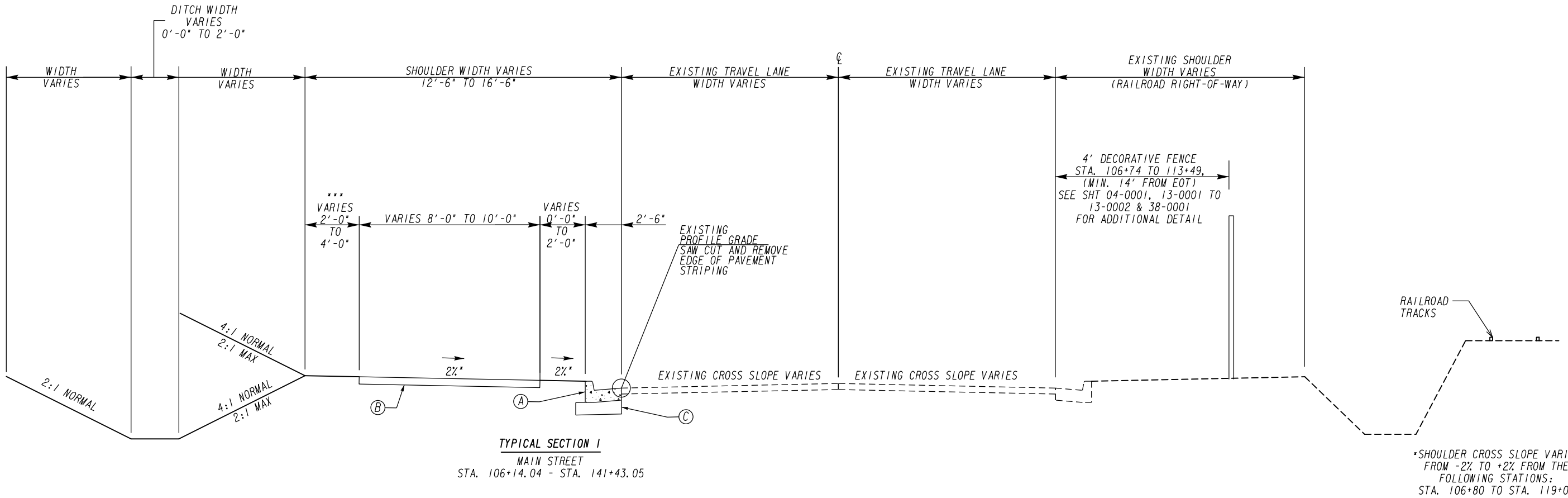
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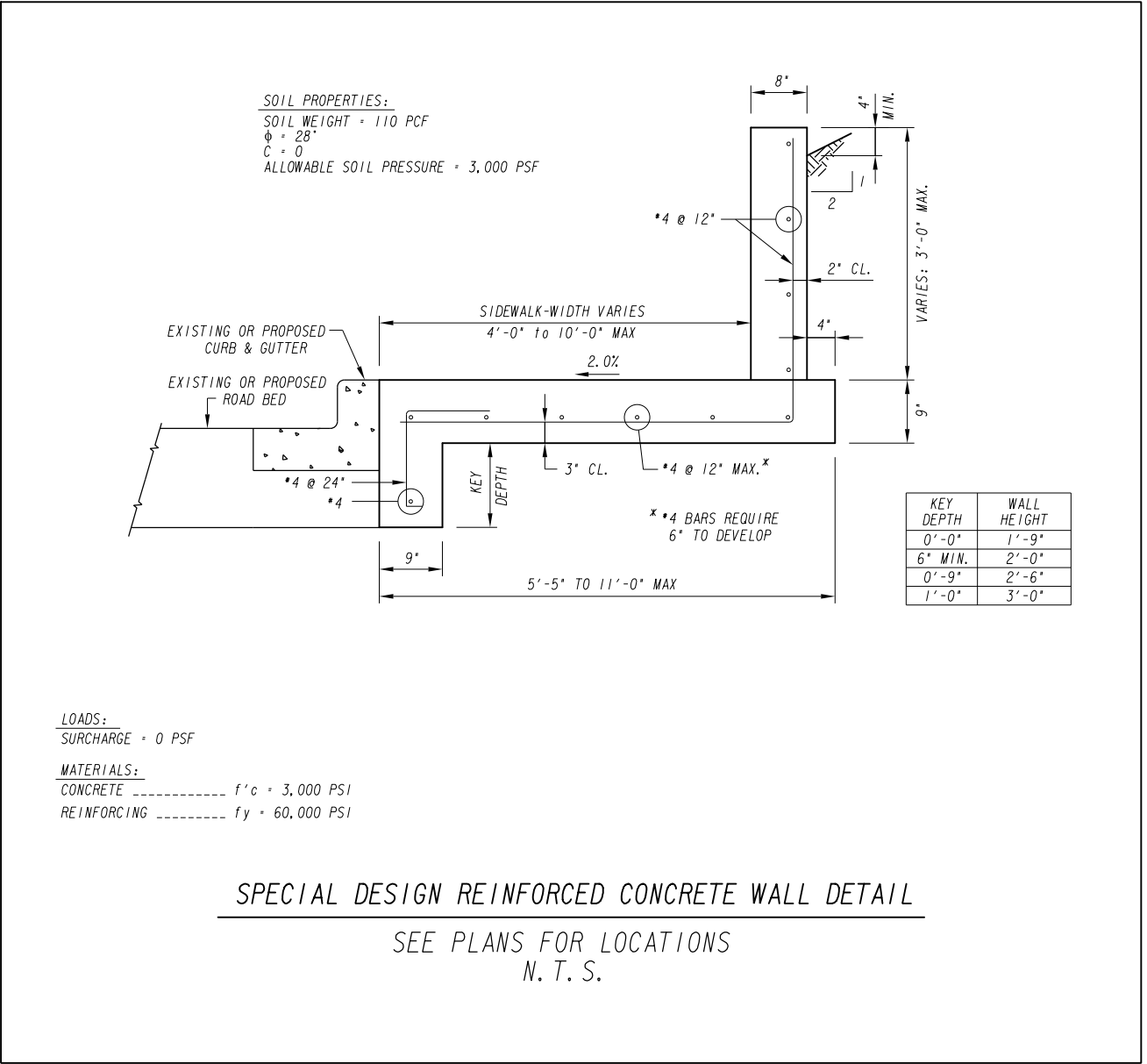
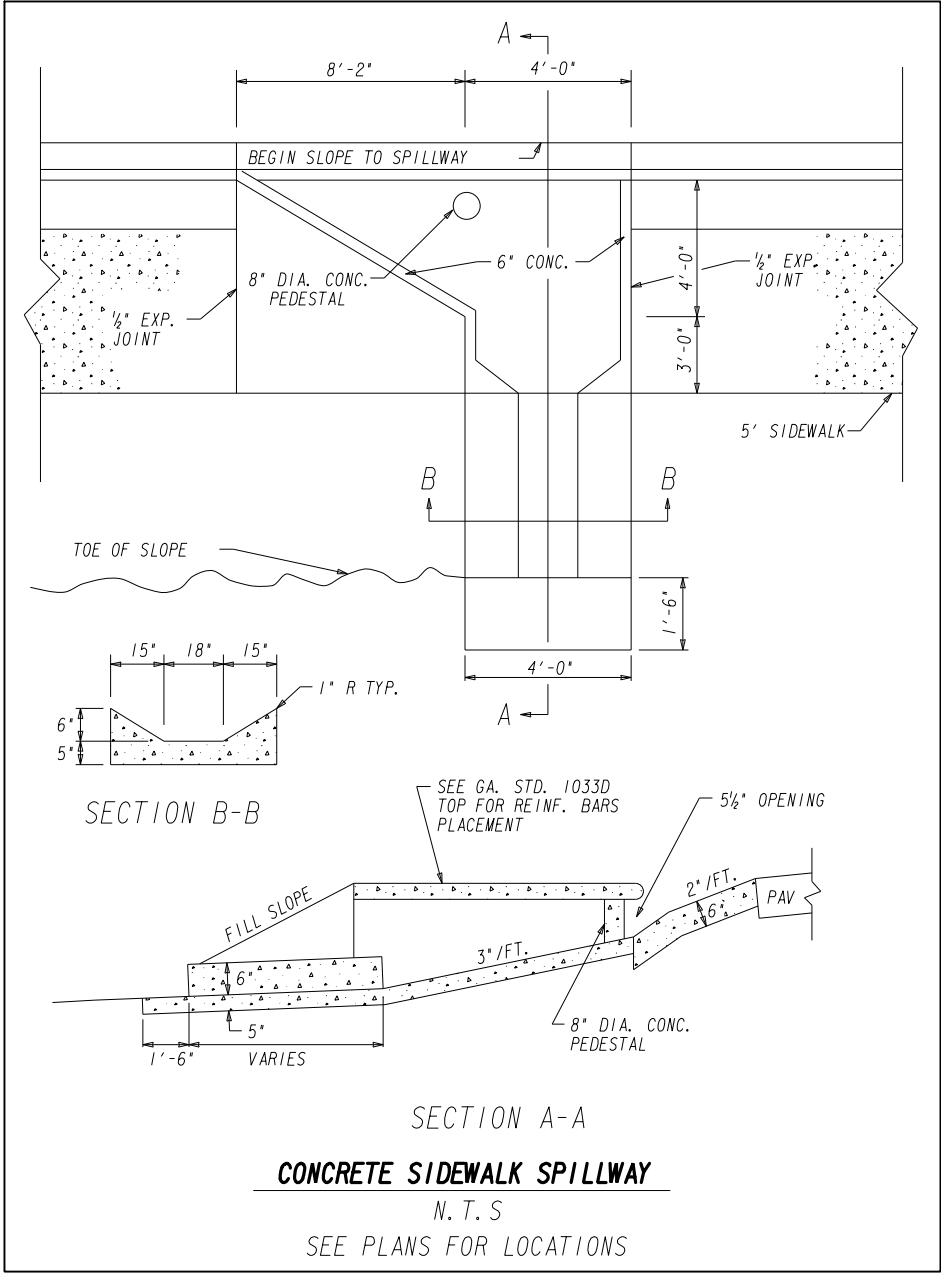
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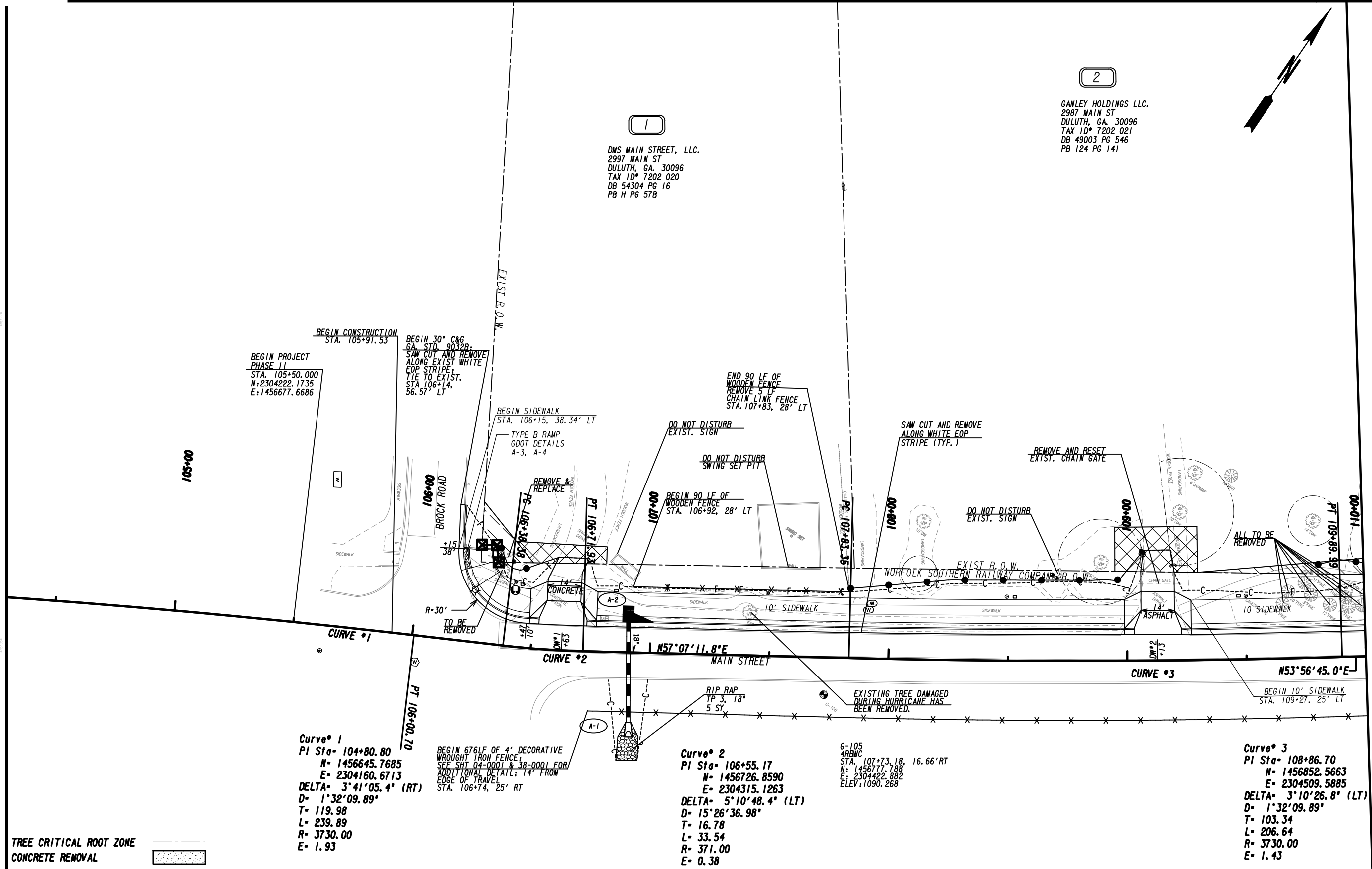
| PAVEMENT SECTION | |
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| Ⓐ | CONC CURB & GUTTER, 8' X 24", TP 2 |
| Ⓑ | CONC SIDEWALK, 6" |
| Ⓒ | 12" GAB |

| REVISION DATES | | | TYPICAL SECTIONS MAIN STREET ENHANCED SIDEWALKS PHASE II | | | |
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PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

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Duluth, GA 30097
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SCALE IN FEET

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REVISION DATES

CONSTRUCTION PLAN
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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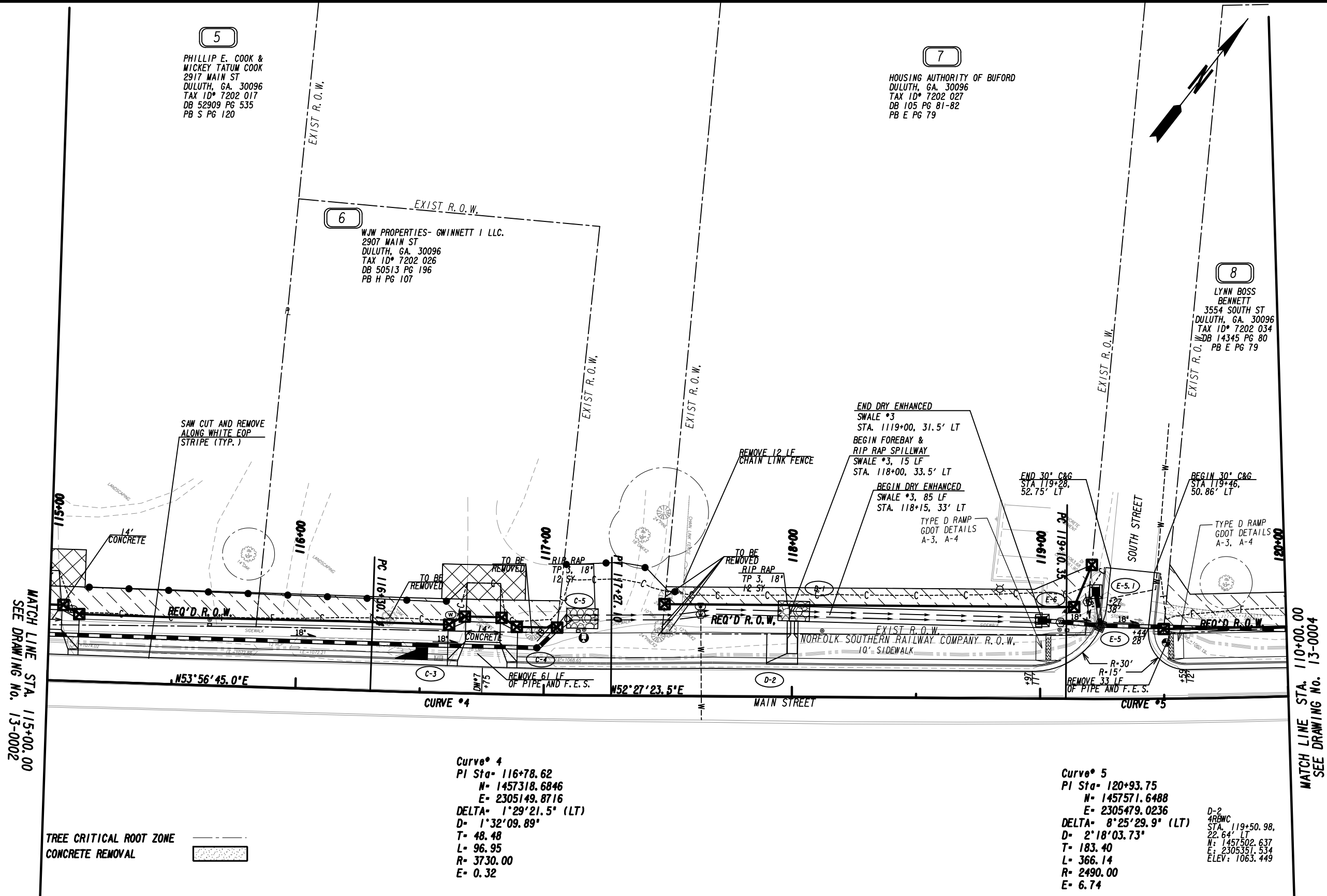
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PROPERTY AND EXISTING R/W LINE

REQUIRED R/W LINE

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EASEMENT FOR CONSTR OF SLOPES

EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA

END LIMIT OF ACCESS.....ELA

LIMIT OF ACCESS

REQ'D R/W & LIMIT OF ACCESS

ORANGE BARRIER FENCE

ESA - ENV. SENSITIVE AREA

(SEE ERIT TABLE)

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REVISION DATES

CONSTRUCTION PLAN

MAIN STREET ENHANCED SIDEWALKS

PHASE II

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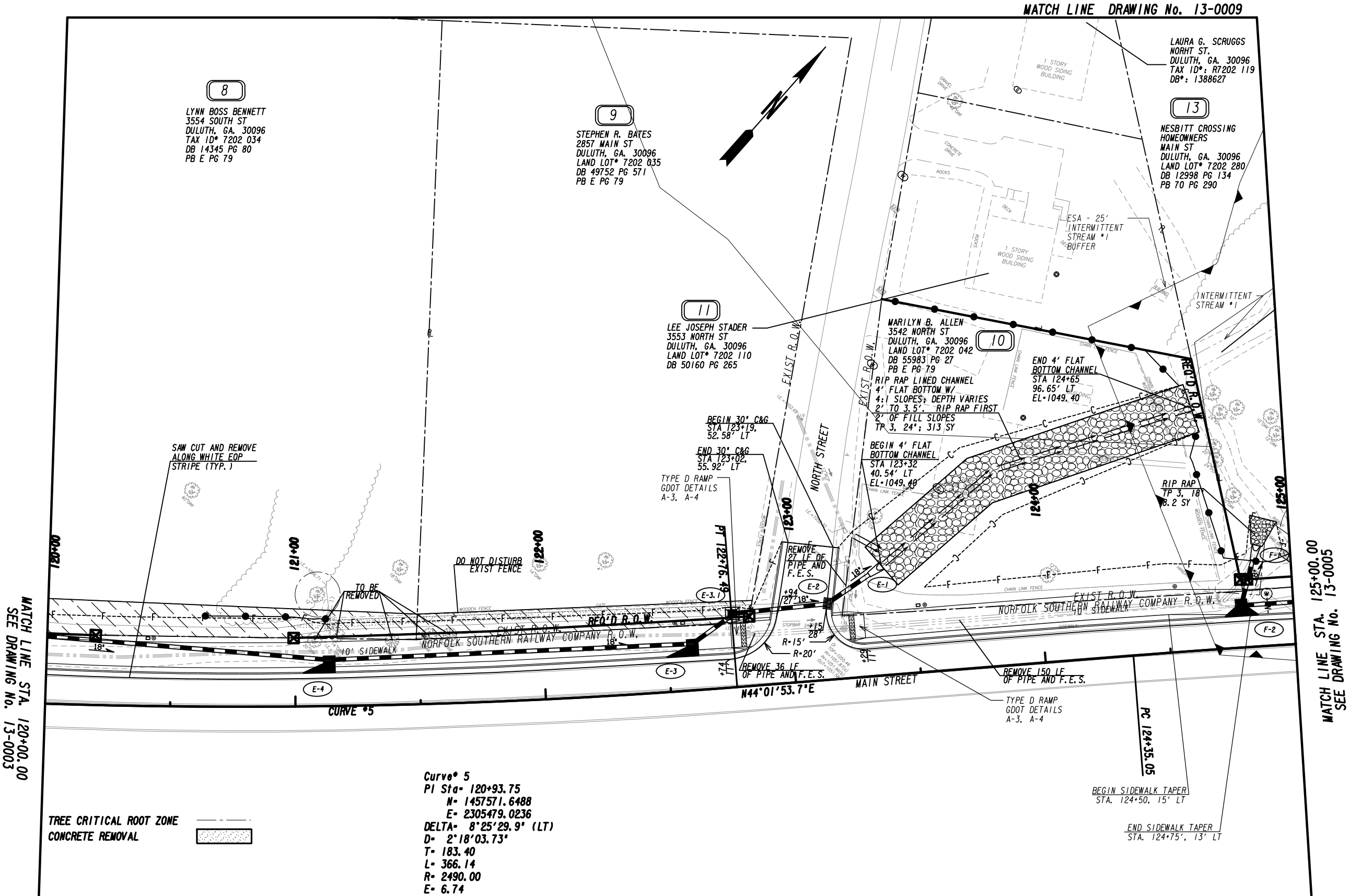
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13-0003



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

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SCALE IN FEET
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REVISION DATES

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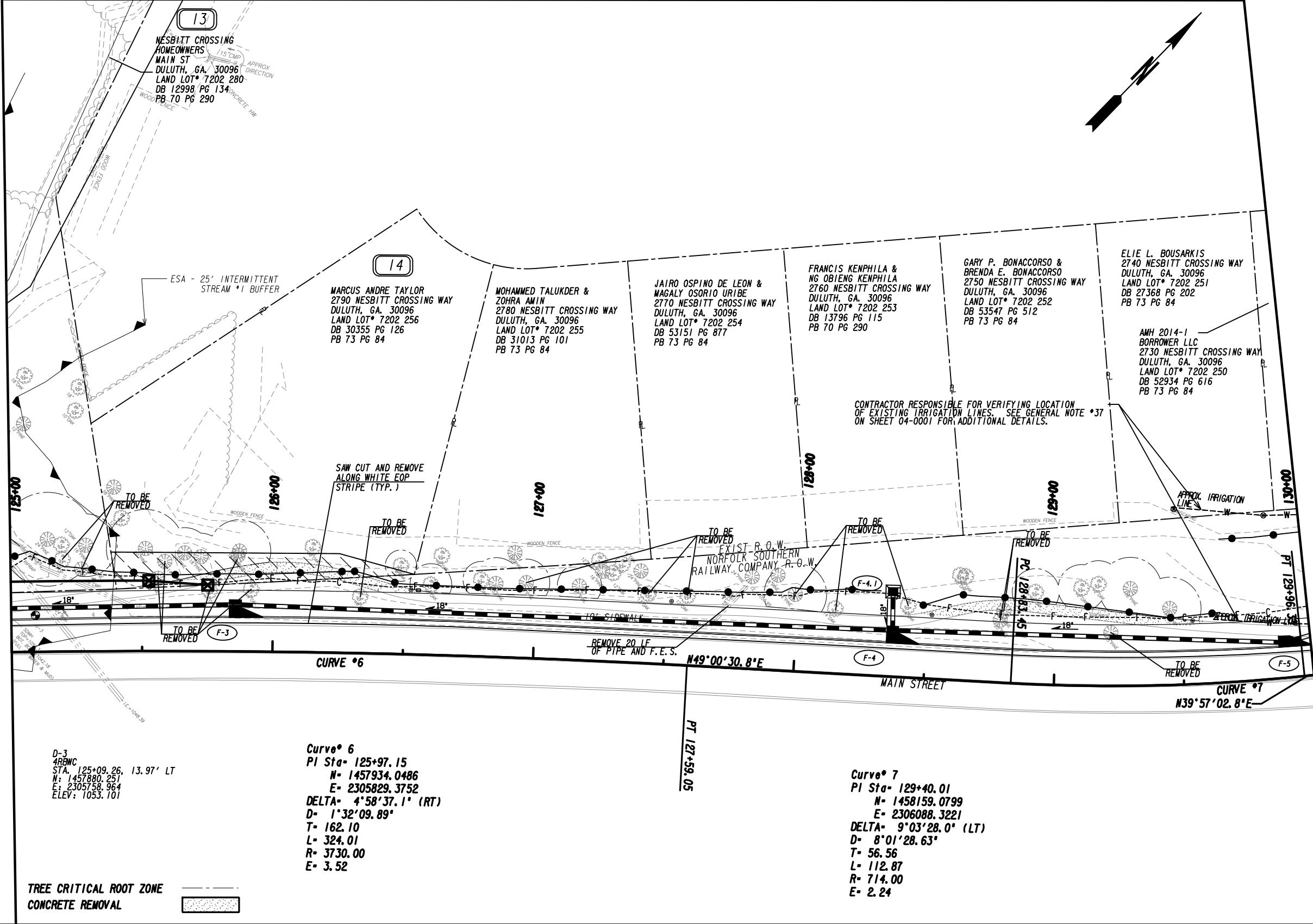
CONSTRUCTION PLAN
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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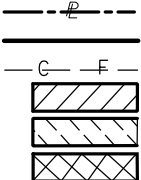
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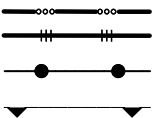
MATCH LINE STA. 125+00.00
SEE DRAWING NO. 13-0004

MATCH LINE STA. 130+00.00
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PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES



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END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)



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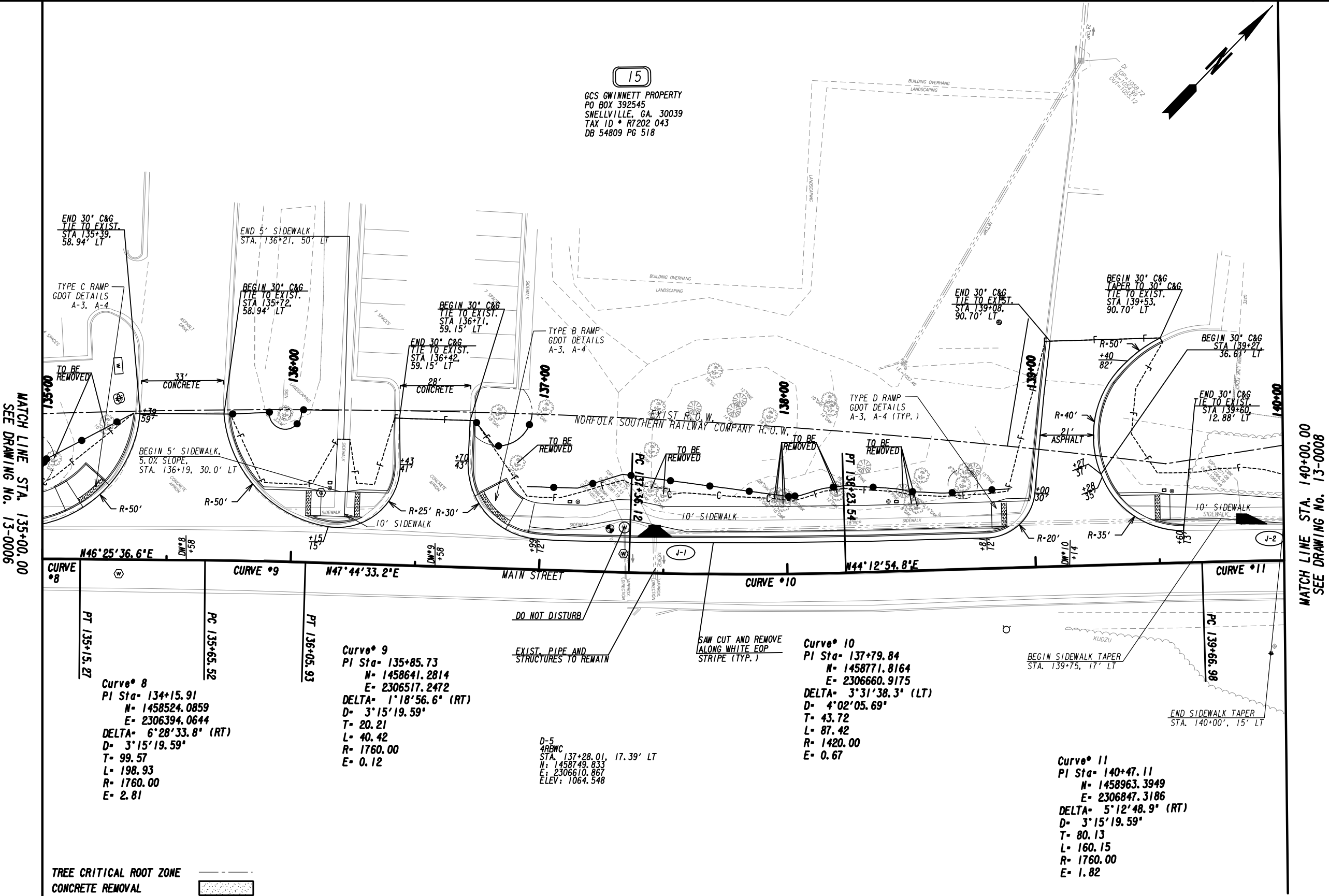
CONSTRUCTION PLAN
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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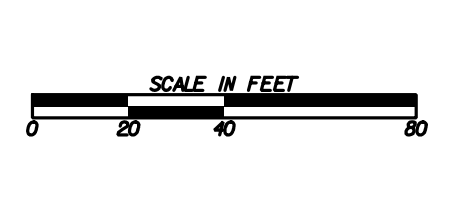
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REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
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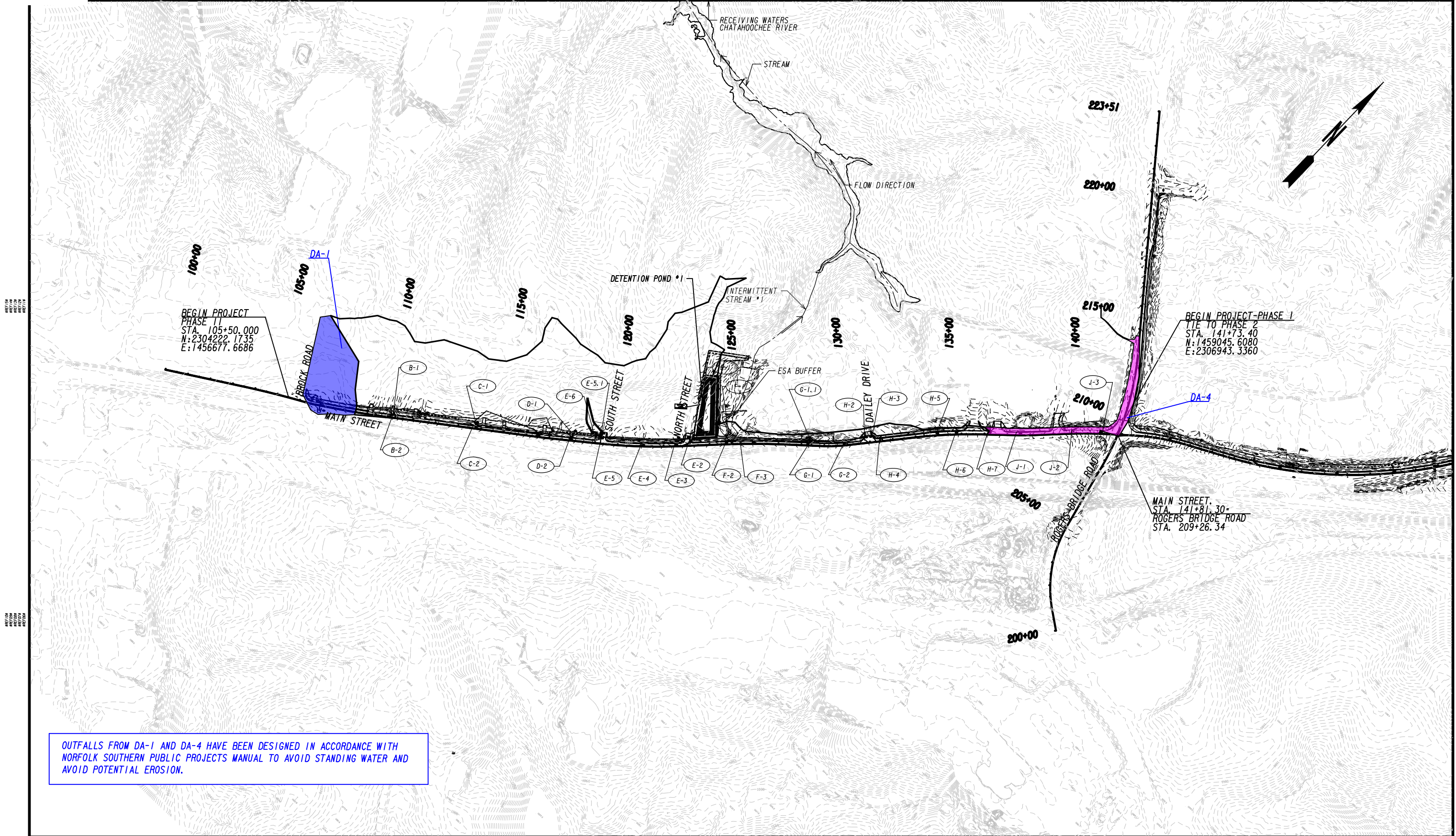
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CONSTRUCTION PLAN
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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| DRAWING No. |
| 13-0007 |





TOTAL PROJECT AREA: 5.09 ACRES
TOTAL DISTURBED AREA: 2.91 ACRES



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REVISION DATES

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DRAINAGE AREA MAP
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

DRAWING No.

21-0000

| OUTFALL ID | SIZE | STRUCTURE TYPE | LOCATION | | | DRAINAGE AREA (AC) | DISTURBED AREA (AC) | Qpre (10) CFS | Q(10) CFS | Qpre (50) CFS | Q(50) CFS | Vpre (10) FPS | V(10) FPS | Vpre (50) FPS | V(50) FPS | C (pre) | C (post) |
|------------|------|-----------------|----------|--------|------|--------------------|---------------------|---------------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|---------|----------|
| | | | STATION | OFFSET | SIDE | | | | | | | | | | | | |
| *A-1 | | 1120 | | | RT | | | | | | | | | | | | |
| A-2 | | 9031-S | | | LT | 0.99 | 0.14 | | 1.9 | | 2.11 | | 3.51 | | 3.62 | | 0.4 |
| B-1 | | | 110+15 | 28.32 | LT | | | | | | | | | | | | |
| B-2 | | SPILLWAY | 110+15 | 14.82 | LT | 0.08 | 0.06 | | 0.54 | | 0.71 | | 5.30 | | 5.76 | | 0.85 |
| C-1 | | | 113+75 | 29.31 | LT | | | | | | | | | | | | |
| C-2 | | SPILLWAY | 113+75 | 13.62 | LT | 0.26 | 0.22 | | 1.37 | | 1.77 | | 7.21 | | 7.82 | | 0.85 |
| D-1 | | | 118+00 | 30.59 | LT | | | | | | | | | | | | |
| D-2 | | SPILLWAY | 118+00 | 14.75 | LT | 0.28 | 0.37 | | 1.86 | | 2.96 | | 5.37 | | 6.15 | | 0.87 |
| E-1 | 18 | 1120 | 123+58 | 57.16 | LT | | | | | | | | | | | | |
| E-2 | 18 | 1019A | 123+15 | 30.51 | LT | 0.05 | 0.00 | | 0.31 | | 7.00 | | 11.07 | | 10.97 | | 0.88 |
| E-3 | 18 | 1033-D MODIFIED | 122+60 | 18.05 | LT | 0.10 | 0.06 | | 0.74 | | 6.77 | | 8.22 | | 8.18 | | 0.88 |
| E-4 | 18 | 1033-D MODIFIED | 121+14 | 17.7 | LT | 0.13 | 0.07 | | 1.45 | | 6.13 | | 9.28 | | 9.21 | | 0.86 |
| E-5 | 18 | 1019A | 11924.08 | 29.76 | LT | 0.09 | 0.00 | | 0.07 | | 4.89 | | 4.40 | | 4.48 | | 0.87 |
| E-5.1 | 18 | 1019A | 119+22 | 43.43 | LT | 0.05 | 0.01 | 0.41 | 0.41 | 0.54 | 0.54 | 4.99 | 4.99 | 5.47 | 5.47 | 0.95 | 0.95 |
| E-6 | 18 | 1120 | 119+46 | 70.83 | LT | 1.72 | 0.09 | | 4.06 | | 4.56 | | 9.45 | | 9.77 | | 0.40 |
| F-1 | 18 | 1120 | 124+75 | 36.18 | LT | | | | | | | | | | | | |
| F-2 | 18 | 1034-D MODIFIED | 124+79 | 14.82 | LT | 0.14 | 0.08 | | 0.96 | | 5.52 | | 13.81 | | 13.77 | | 0.87 |
| F-3 | 18 | 1033-D MODIFIED | 125+35 | 16.98 | LT | 0.17 | 0.08 | | 1.19 | | 4.60 | | 7.71 | | 7.67 | | 0.87 |
| F-4 | 18 | 1033-D MODIFIED | 128+37 | 17.79 | LT | 0.08 | 0.04 | | 0.53 | | 3.69 | | 4.99 | | 5.06 | | |
| F-4.1 | 18 | 9031-S | 128+37 | 32.59 | LT | 0.10 | 0.01 | | 0.24 | | 0.32 | | 2.44 | | 2.67 | | 0.30 |
| F-5 | 18 | 1033-D | 129+90 | 13.52 | LT | 0.05 | 0.03 | | 0.34 | | 2.95 | | 8.29 | | 8.51 | | 0.85 |
| F-6 | 18 | 1019A | 130+80 | 28.95 | LT | 0.03 | 0.00 | | 0.17 | | 2.64 | | 5.42 | | 5.60 | | 0.85 |
| F-7 | 18 | 1019A | 131+14 | 28.91 | LT | 0.02 | 0.00 | | 0.13 | | 2.46 | | 7.29 | | 7.52 | | 0.85 |
| F-8 | 18 | 1033-D | 131+46 | 15.37 | LT | 0.12 | 0.06 | | 0.85 | | 2.32 | | 2.98 | | 3.08 | | 0.85 |
| F-9 | 18 | 1011A | 133+95 | 18.5 | LT | | | | | | | | | | | | |
| F-10 | 18 | 1033-D | 134+87 | 16.67 | LT | 0.10 | 0.06 | | 0.74 | | 1.52 | | 2.57 | | 2.74 | | 0.85 |
| F-11 | 18 | 1019A | 136+17 | 14.9 | LT | 0.08 | 0.00 | | 0.36 | | 0.44 | | 1.82 | | 1.93 | | 0.85 |
| * J-1 | 18 | 1034-D | 137+46 | 17.59 | LT | 0.26 | 0.06 | 0.42 | 2.83 | 0.53 | 3.56 | 4.07 | 6.46 | 4.37 | 6.90 | 0.74 | 0.85 |
| J-2 | 18 | 1033-D | 139+83 | 17.27 | LT | 0.08 | 0.01 | 0.48 | 0.62 | 0.59 | 1.37 | 2.40 | 5.06 | 2.49 | 5.43 | 0.92 | 0.85 |
| J-3 | 18 | 1033-D | 141+05 | 16.84 | LT | 0.08 | 0 | 0.46 | 0.46 | 0.67 | 0.67 | 5.61 | 5.61 | 6.28 | 6.28 | 0.85 | 0.85 |

* OUTFALLS A-1 AND J-1 HAVE BEEN DESIGNED IN ACCORDANCE WITH THE NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL. THE PROPOSED DRAINAGE HAS BEEN DESIGNED SUCH THAT ROADWAY RUNOFF WILL NOT HAVE ANY ADVERSE IMPACTS TO THE NORFOLK SOUTHERN PROPERTIES.

10/23/2015
GPN

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

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SCALE IN FEET

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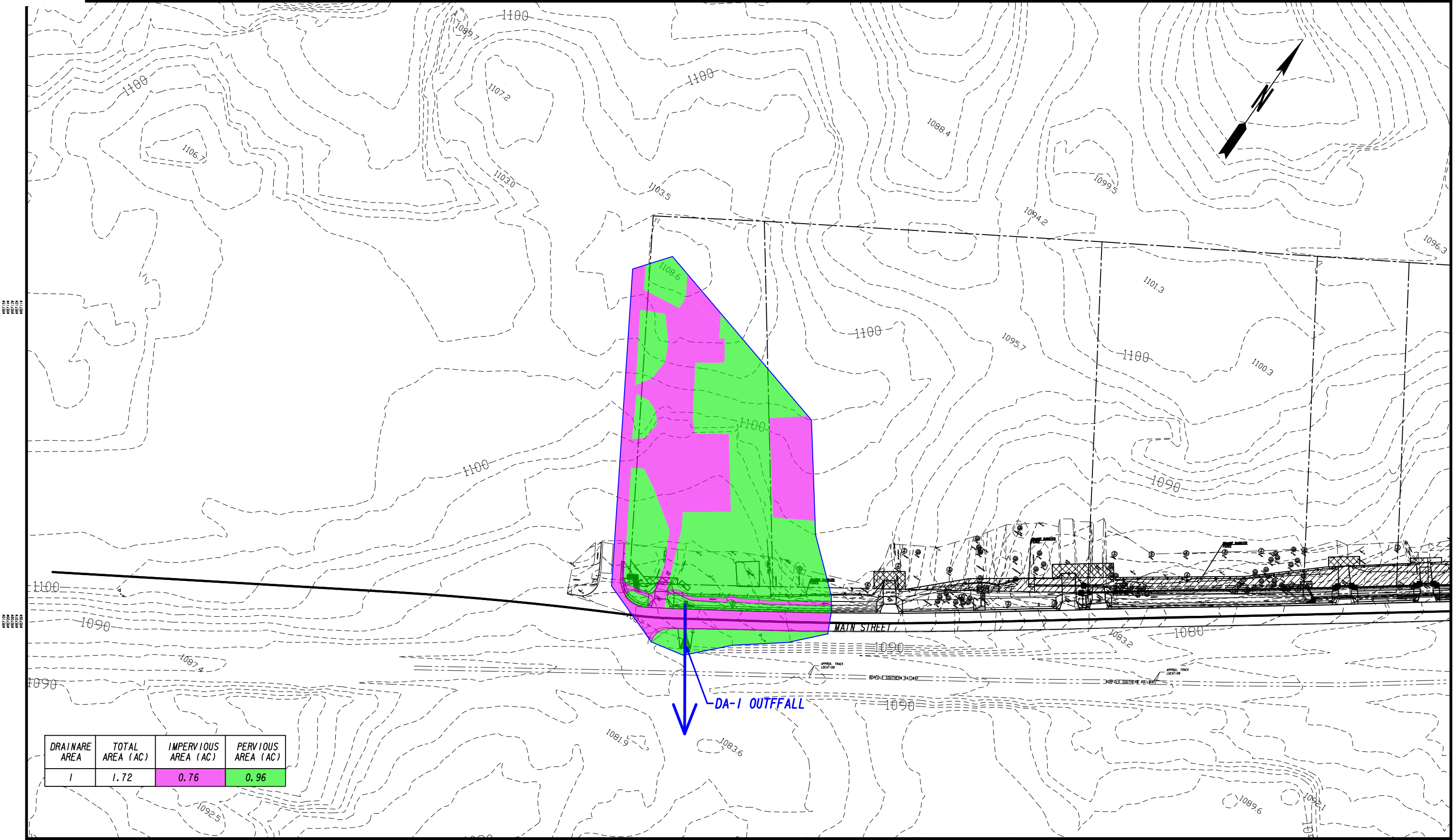
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DRAINAGE AREA MAP
MAIN STREET ENHANCED SIDEWALKS
PHASE 11

DRAWING No.

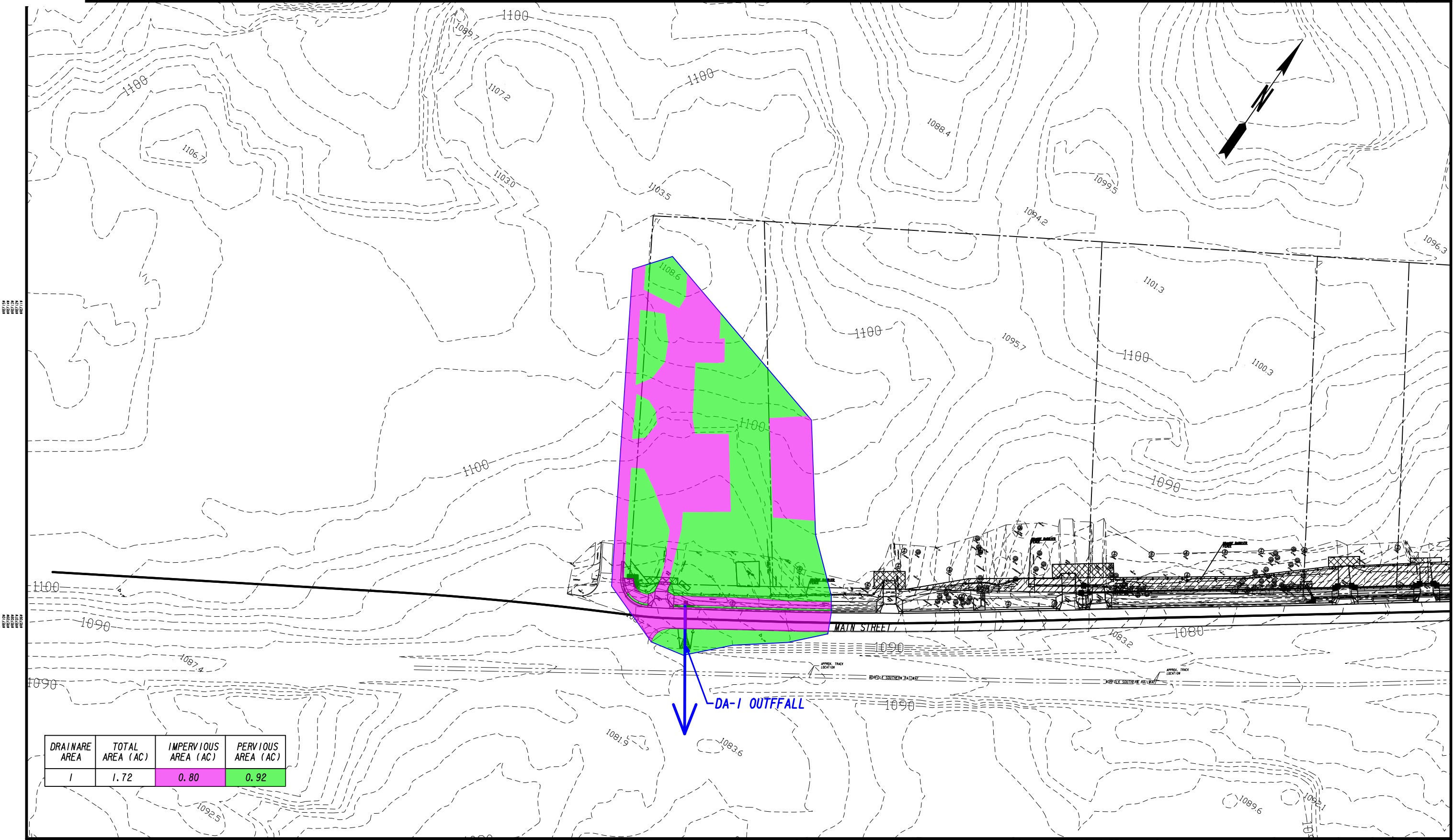
21-0001

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| DRAINARE AREA | TOTAL AREA (AC) | IMPERVIOUS AREA (AC) | PERVIOUS AREA (AC) |
|---------------|-----------------|----------------------|--------------------|
| 1 | 1.72 | 0.76 | 0.96 |

| | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|----------|--|-------|--|--------------|--|-------|--|------------|--|-------|--|-----------|--|-------|--|
| PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES | | BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W & LIMIT OF ACCESS ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE) | | | | REVISION DATES | | DRAINAGE AREA MAP MAIN STREET ENHANCED SIDEWALKS DRAINAGE AREA 1 - PRE CONSTRUCTION | | | | | | | | | | | | | | |
| | | | | | | <table><tr><td>CHECKED:</td><td></td><td>DATE:</td><td></td></tr><tr><td>BACKCHECKED:</td><td></td><td>DATE:</td><td></td></tr><tr><td>CORRECTED:</td><td></td><td>DATE:</td><td></td></tr><tr><td>VERIFIED:</td><td></td><td>DATE:</td><td></td></tr></table> | CHECKED: | | DATE: | | BACKCHECKED: | | DATE: | | CORRECTED: | | DATE: | | VERIFIED: | | DATE: | |
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PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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---G---F---
[Hatched Box]
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BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

---P---
---G---F---
[Hatched Box]
[Hatched Box]
[Hatched Box]

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SCALE IN FEET

0 50 100 200

| REVISION DATES | |
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DRAINAGE AREA MAP
MAIN STREET ENHANCED SIDEWALKS
DRAINAGE AREA 1 - POST CONSTRUCTION

| | | | | |
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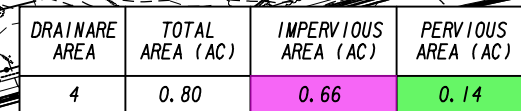


Diagram illustrating a three-story building structure. The building is represented by three stacked rectangular sections. The top section is labeled 'P' above it. The middle section is labeled 'G' and 'F' above it. The bottom section is labeled 'G' and 'F' above it. The building is shown with diagonal hatching for the middle and bottom sections.



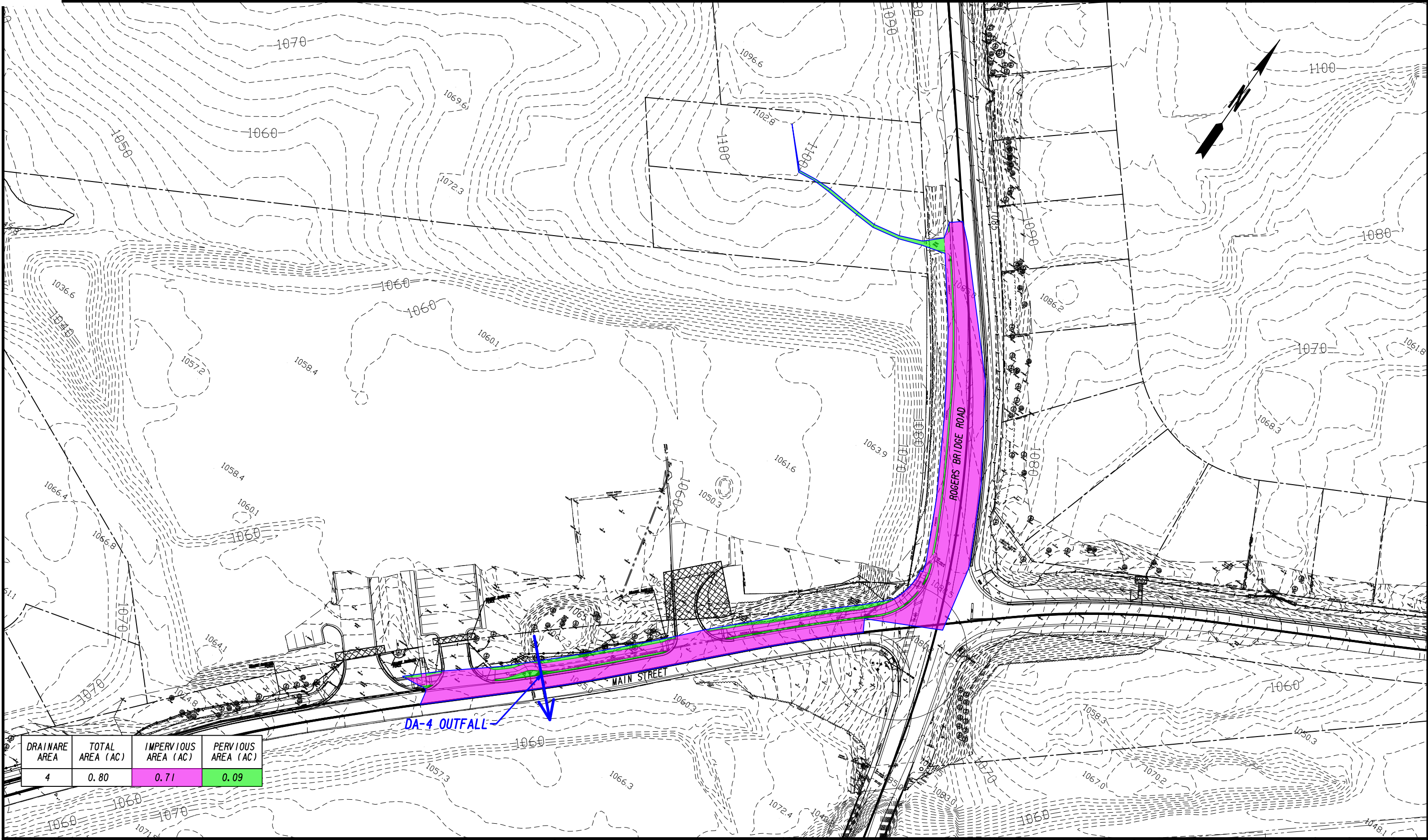
SCALE IN FEET

A horizontal scale bar with a black and white alternating pattern. It is labeled 'SCALE IN FEET' at the top. Below the bar, there are numerical markings at 0, 50, 100, and 200.

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DM-0003



| DRAINARE AREA | TOTAL AREA (AC) | IMPERVIOUS AREA (AC) | PERVIOUS AREA (AC) |
|---------------|-----------------|----------------------|--------------------|
| 4 | 0.80 | 0.71 | 0.09 |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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F

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)

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SCALE IN FEET
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DRAINAGE AREA MAP
MAIN STREET ENHANCED SIDEWALKS
DRAINAGE AREA 4 - POST CONSTRUCTION

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DM-0004

| Concentrated Flow Summary | | | | | |
|--|---------------------|------------------------------|-------------------------------|----------------------|--------------------|
| Method Used: SCS | | | | | |
| OUTFALL | Return Frequency | Pre-Developed Flow at R/W | Post-Developed Flow at R/W | Flow Change (cfs) | Flow Change (%) |
| 1 | 100 | 16.29 | 16.29 | 0.00 | 0.00 |
| 4* | 100 | 6.43 | 6.52 | 0.09 | 1.46 |
| <p>OUTFALLS 1 AND 4 HAVE BEEN DESIGNED IN ACCORDANCE WITH THE NORFOLK SOUTHERN PUBLIC PROJECTS MANUAL. THE PROPOSED DRAINAGE HAS BEEN DESIGNED SUCH THAT ROADWAY RUNOFF WILL NOT HAVE ANY ADVERSE IMPACTS TO THE NORFOLK SOUTHERN PROPERTIES.</p> <p>OUTFALL 4 IS OUTFALLING INTO DITCH THAT IS PARALLEL TO THE ROAD AND IS APPROXIMATELY 100 FT FROM RAILROAD DITCH. IT NEVER OUFALLS DIRECTLY INTO RAILROAD DITCH BUT OUTFALLS INTO THE DITCH WHICH WILL EVENTUALLY OUTFALL INTO RAILRAOD DITCH.</p> | | | | | |

DA-1 Pre-Construction

Trapezoidal

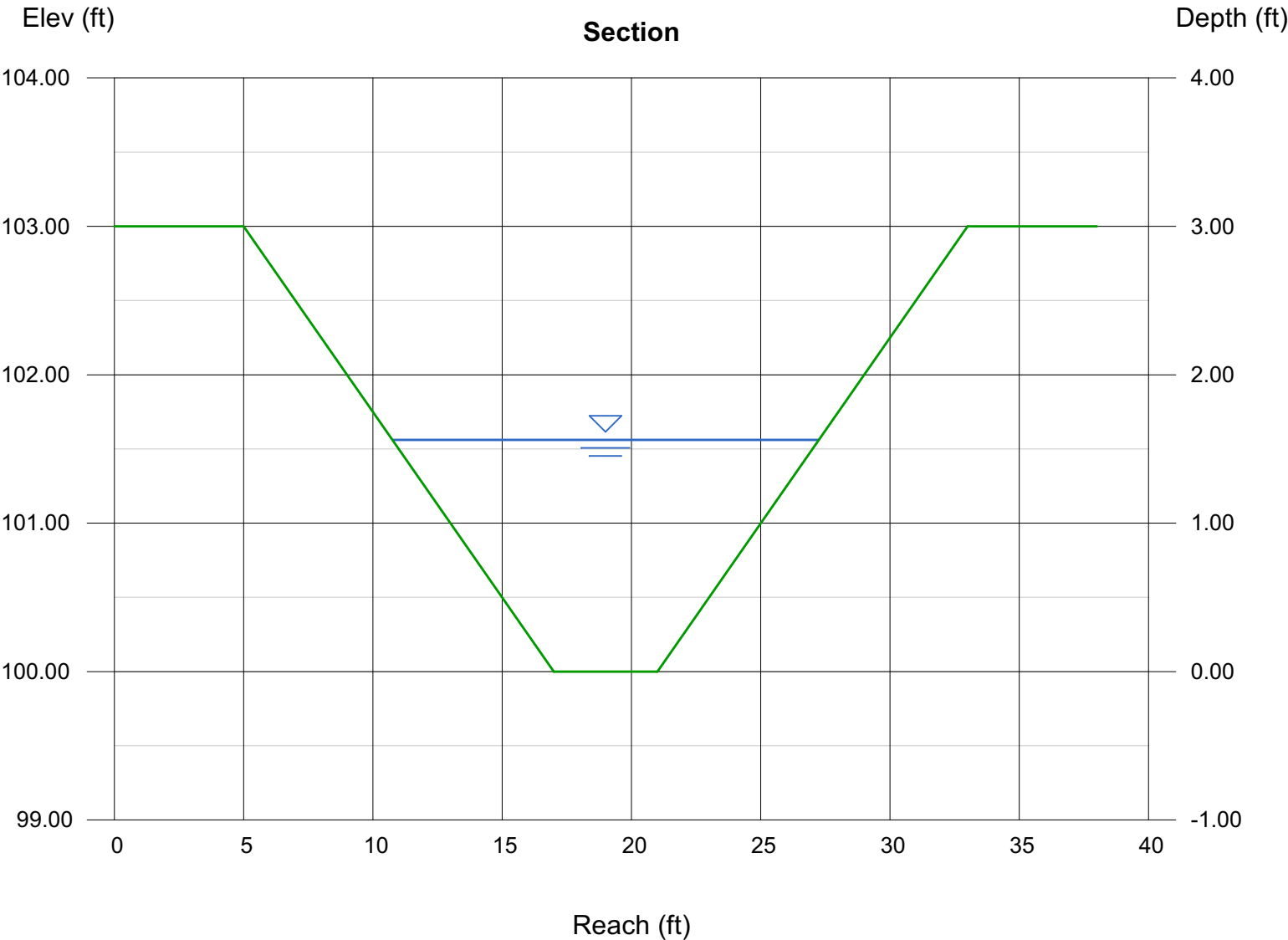
Bottom Width (ft) = 4.00
Side Slope (z:1) = 4.00
Total Depth (ft) = 3.00
Invert Elev (ft) = 100.00
Slope (%) = 1.15
N-Value = 0.150

Calculations

Compute by: Known Q
Known Q (cfs) = 16.29

Highlighted

Depth (ft) = 1.56
Q (cfs) = 16.29
Area (sqft) = 15.97
Velocity (ft/s) = 1.02
Wetted Perim (ft) = 16.86
Crit Depth, Yc (ft) = 0.65
Top Width (ft) = 16.48
EGL (ft) = 1.58



DA-1 Post-Construction

Trapezoidal

Botom Width (ft) = 4.00

Side Slope (z:1) = 4.00

Total Depth (ft) = 3.00

Invert Elev (ft) = 100.00

Slope (%) = 1.15

N-Value = 0.050

Calculations

Compute by: Known Q

Known Q (cfs) = 16.29

Highlighted

Depth (ft) = 0.93

Q (cfs) = 16.29

Area (sqft) = 7.18

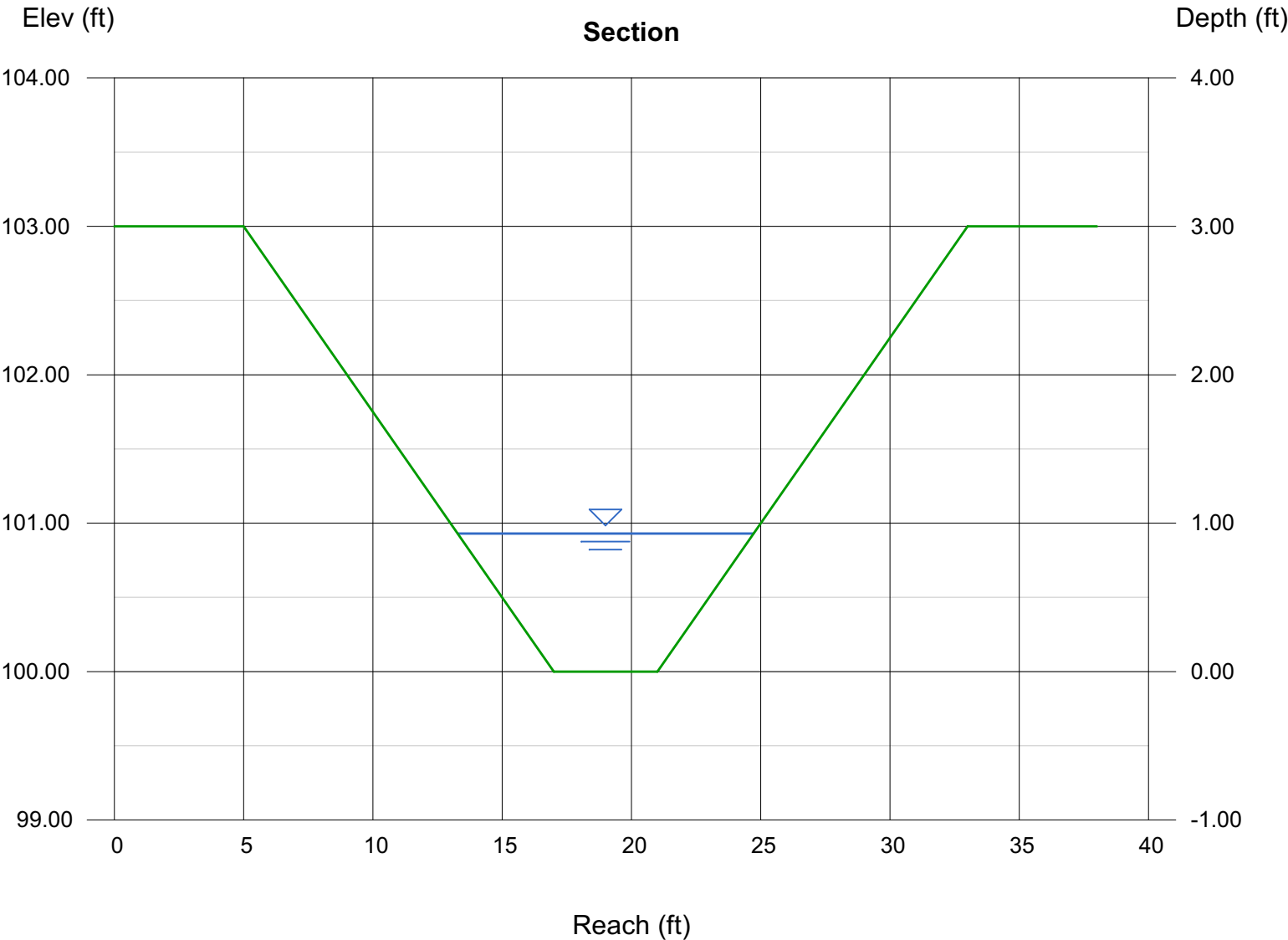
Velocity (ft/s) = 2.27

Wetted Perim (ft) = 11.67

Crit Depth, Yc (ft) = 0.65

Top Width (ft) = 11.44

EGL (ft) = 1.01



DA-4 Pre-Construction

Trapezoidal

Botom Width (ft) = 4.00

Side Slope (z:1) = 4.00

Total Depth (ft) = 2.00

Invert Elev (ft) = 100.00

Slope (%) = 1.00

N-Value = 0.150

Calculations

Compute by: Known Q

Known Q (cfs) = 6.43

Highlighted

Depth (ft) = 1.04

Q (cfs) = 6.430

Area (sqft) = 8.49

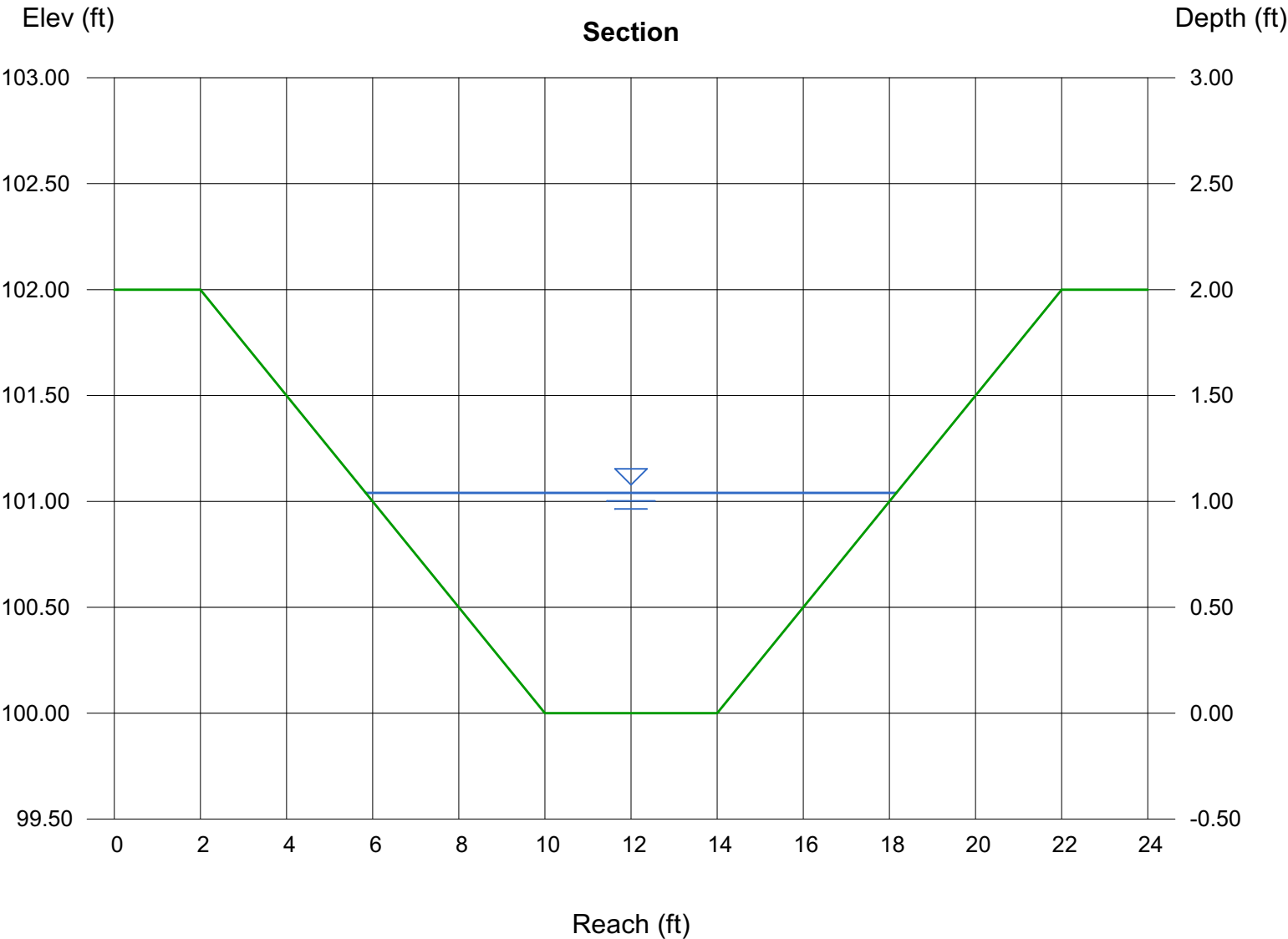
Velocity (ft/s) = 0.76

Wetted Perim (ft) = 12.58

Crit Depth, Yc (ft) = 0.38

Top Width (ft) = 12.32

EGL (ft) = 1.05



DA-4 Post-Construction

Trapezoidal

Botom Width (ft) = 4.00

Side Slope (z:1) = 4.00

Total Depth (ft) = 2.00

Invert Elev (ft) = 100.00

Slope (%) = 1.00

N-Value = 0.150

Calculations

Compute by: Known Q

Known Q (cfs) = 6.52

Highlighted

Depth (ft) = 1.05

Q (cfs) = 6.520

Area (sqft) = 8.61

Velocity (ft/s) = 0.76

Wetted Perim (ft) = 12.66

Crit Depth, Yc (ft) = 0.39

Top Width (ft) = 12.40

EGL (ft) = 1.06

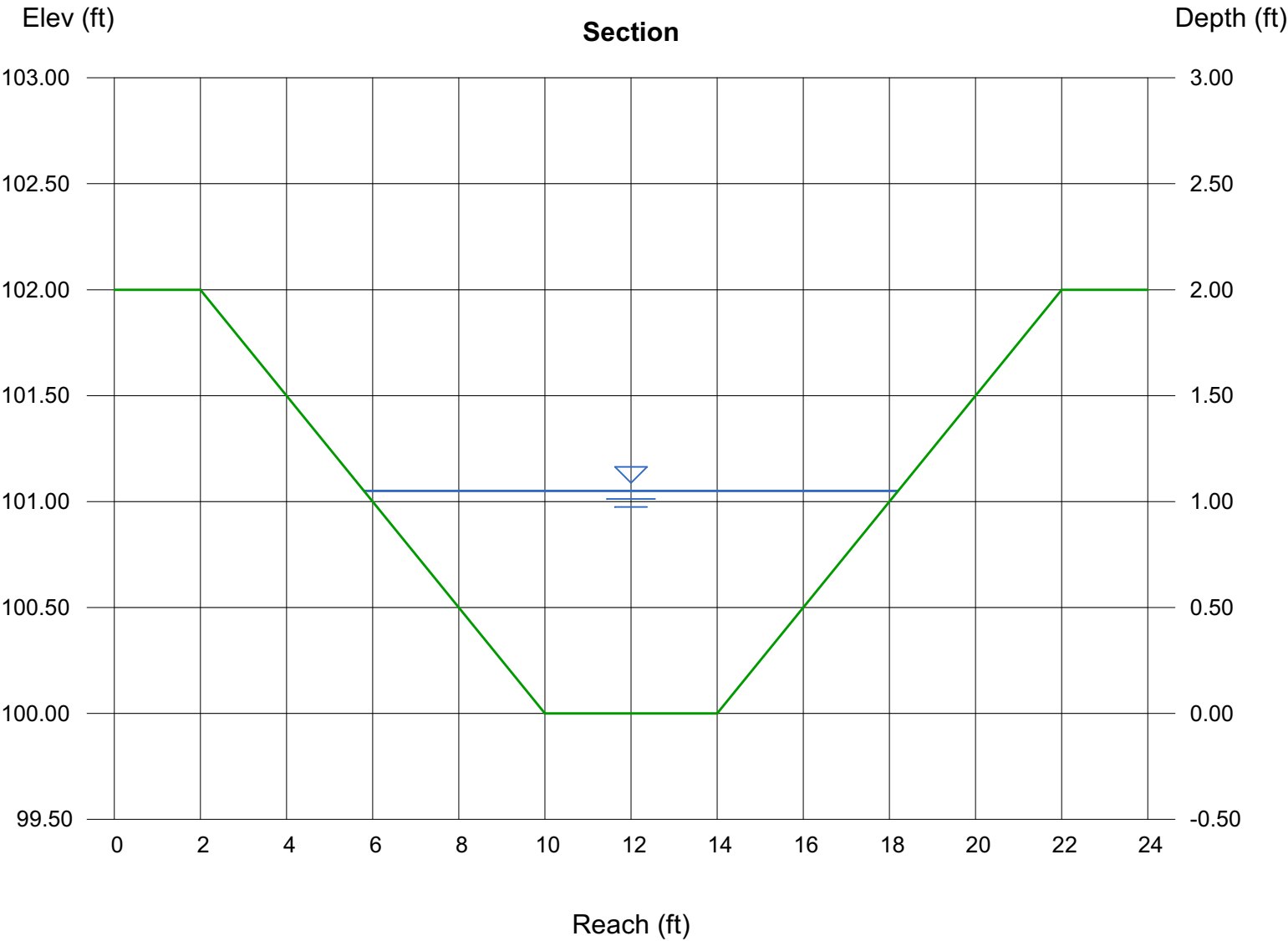


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100 - Year

Summary Report 3

Hydrograph Reports 4

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 Hydrograph No. 2, SCS Runoff, DA-1_POST 5

 Hydrograph No. 3, SCS Runoff, DA-4_PRE 6

 Hydrograph No. 4, SCS Runoff, DA-4_POST 7

1 - DA-1_PRE



2 - DA-1_POST



3 - DA-4_PRE



4 - DA-4_POST



Legend

| Hyd. | Origin | Description |
|------|------------|-------------|
| 1 | SCS Runoff | DA-1_PRE |
| 2 | SCS Runoff | DA-1_POST |
| 3 | SCS Runoff | DA-4_PRE |
| 4 | SCS Runoff | DA-4_POST |

Hydrograph Return Period Recap

Hydraflow Hydrographs by Intelisolve v9.25

| Hyd. No. | Hydrograph type (origin) | Inflow Hyd(s) | Peak Outflow (cfs) | | | | | | | | Hydrograph description |
|--------------------------------------|--------------------------|---------------|--------------------|-------|-------|-------|-------|-------|-------|----------------------|------------------------|
| | | | 1-Yr | 2-Yr | 3-Yr | 5-Yr | 10-Yr | 25-Yr | 50-Yr | 100-Yr | |
| 1 | SCS Runoff | ----- | ----- | 6.090 | ----- | 8.570 | 10.47 | 13.05 | ----- | 16.29 | DA-1_PRE |
| 2 | SCS Runoff | ----- | ----- | 6.090 | ----- | 8.570 | 10.47 | 13.05 | ----- | 16.29 | DA-1_POST |
| 3 | SCS Runoff | ----- | ----- | 3.010 | ----- | 3.871 | 4.513 | 5.367 | ----- | 6.428 | DA-4_PRE |
| 4 | SCS Runoff | ----- | ----- | 3.138 | ----- | 3.991 | 4.627 | 5.471 | ----- | 6.522 | DA-4_POST |
| Proj. file: Pre vs Post-Phase II.gpw | | | | | | | | | | Friday, Jun 12, 2020 | |

Hydrograph Summary Report

Hydraflow Hydrographs by Intelisolve v9.25

| Hyd. No. | Hydrograph type (origin) | Peak flow (cfs) | Time interval (min) | Time to peak (min) | Hyd. volume (cuft) | Inflow hyd(s) | Maximum elevation (ft) | Total strge used (cuft) | Hydrograph description |
|--------------------------|--------------------------|-----------------|---------------------|--------------------|-------------------------|---------------|------------------------|-------------------------|------------------------|
| 1 | SCS Runoff | 16.29 | 1 | 717 | 34,290 | ----- | ----- | ----- | DA-1_PRE |
| 2 | SCS Runoff | 16.29 | 1 | 717 | 34,290 | ----- | ----- | ----- | DA-1_POST |
| 3 | SCS Runoff | 6.428 | 1 | 722 | 20,127 | ----- | ----- | ----- | DA-4_PRE |
| 4 | SCS Runoff | 6.522 | 1 | 722 | 20,825 | ----- | ----- | ----- | DA-4_POST |
| Pre vs Post-Phase II.gpw | | | | | Return Period: 100 Year | | | Friday, Jun 12, 2020 | |

Report

Hydraflow Hydrographs by Intelisolve v9.25

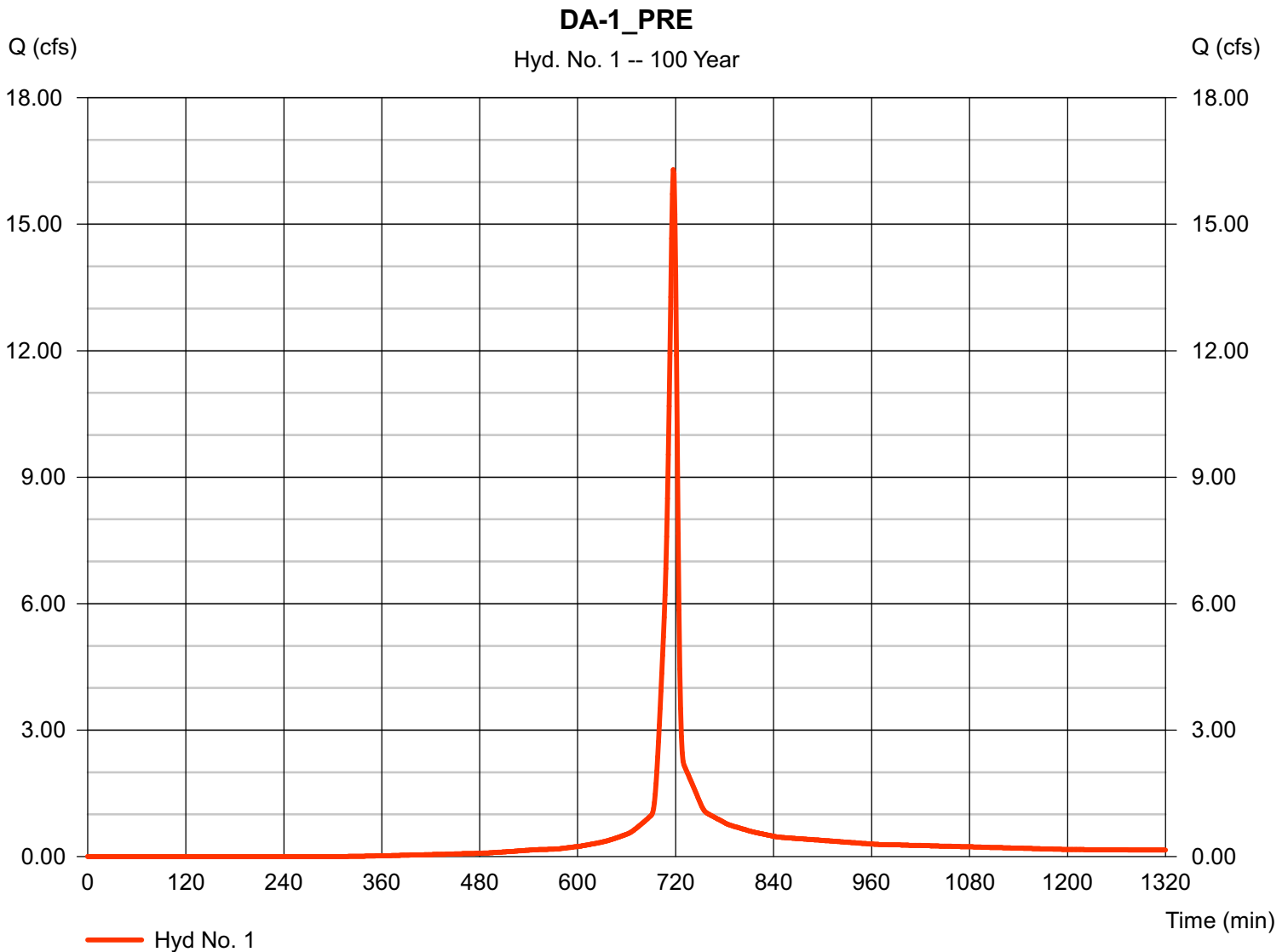
Friday, Jun 12, 2020

Hyd. No. 1

DA-1_PRE

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Time interval = 1 min
Drainage area = 1.720 ac
Basin Slope = 0.0 %
Tc method = USER
Total precip. = 7.68 in
Storm duration = 24 hrs

Peak discharge = 16.29 cfs
Time to peak = 717 min
Hyd. volume = 34,290 cuft
Curve number = 80
Hydraulic length = 0 ft
Time of conc. (Tc) = 5.00 min
Distribution = Type II
Shape factor = 484



Report

Hydraflow Hydrographs by Intelisolve v9.25

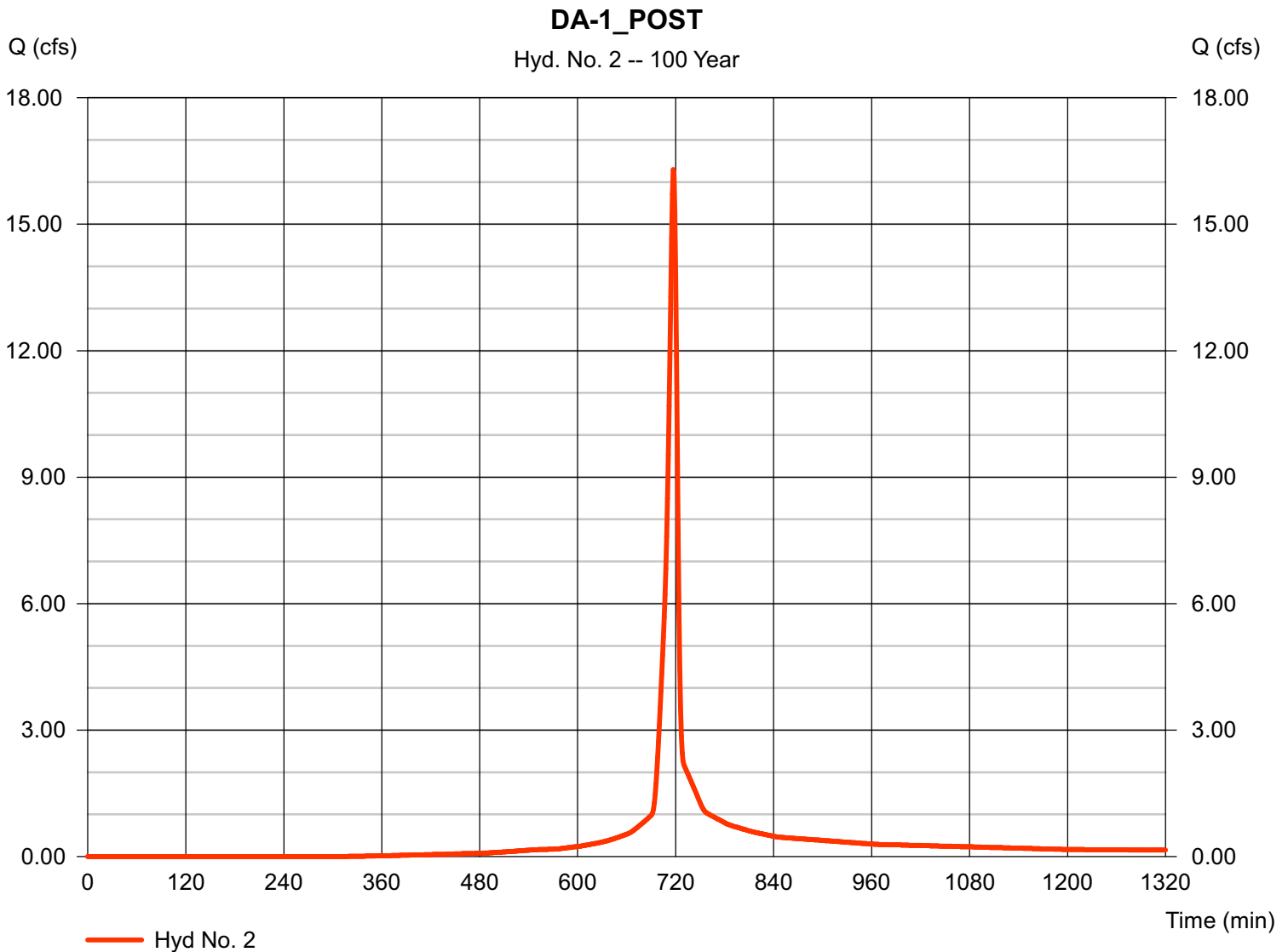
Friday, Jun 12, 2020

Hyd. No. 2

DA-1_POST

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Time interval = 1 min
Drainage area = 1.720 ac
Basin Slope = 0.0 %
Tc method = USER
Total precip. = 7.68 in
Storm duration = 24 hrs

Peak discharge = 16.29 cfs
Time to peak = 717 min
Hyd. volume = 34,290 cuft
Curve number = 80
Hydraulic length = 0 ft
Time of conc. (Tc) = 5.00 min
Distribution = Type II
Shape factor = 484



Report

Hydraflow Hydrographs by Intelisolve v9.25

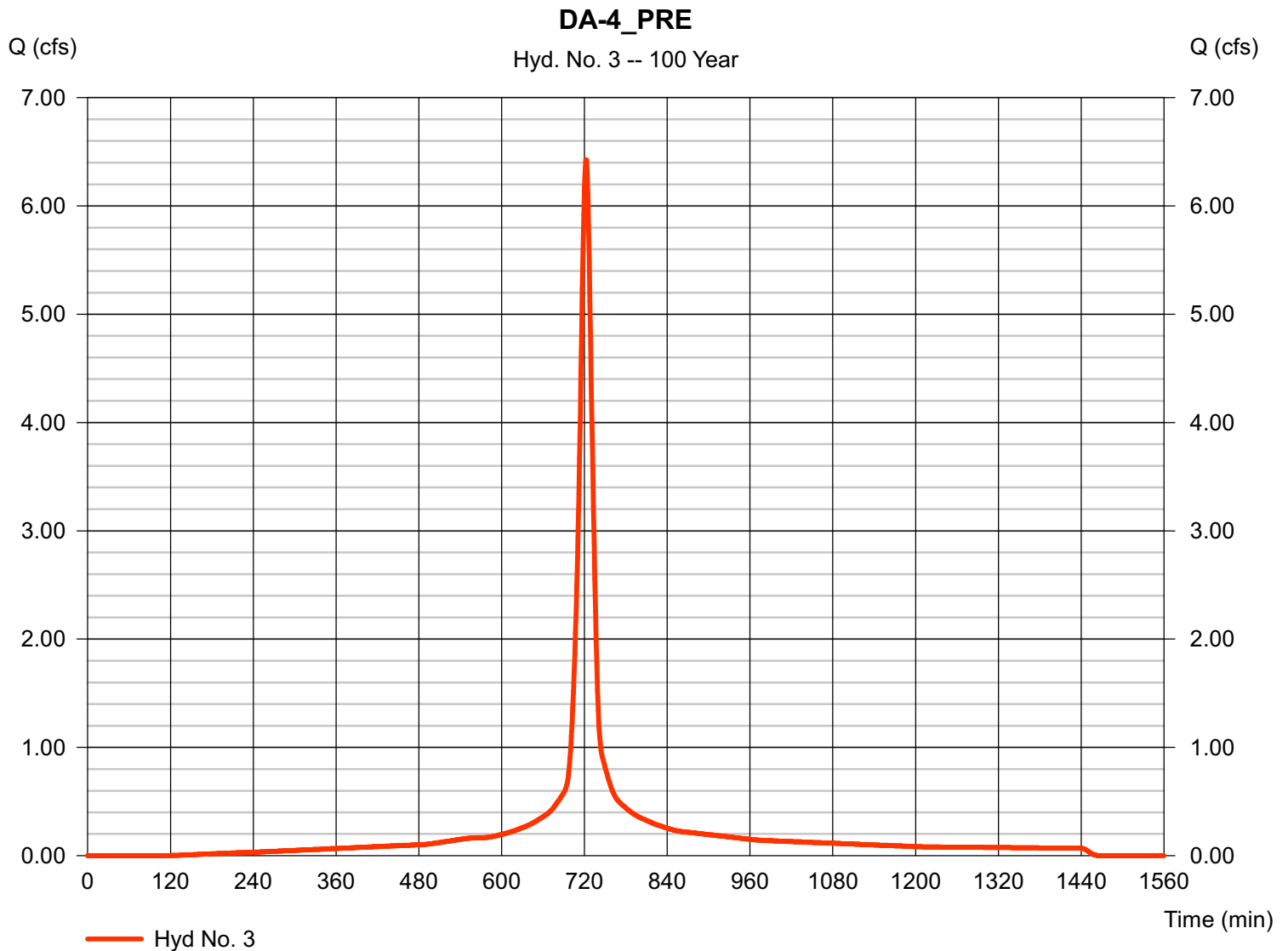
Friday, Jun 12, 2020

Hyd. No. 3

DA-4_PRE

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Time interval = 1 min
Drainage area = 0.800 ac
Basin Slope = 0.0 %
Tc method = USER
Total precip. = 7.68 in
Storm duration = 24 hrs

Peak discharge = 6.428 cfs
Time to peak = 722 min
Hyd. volume = 20,127 cuft
Curve number = 93
Hydraulic length = 0 ft
Time of conc. (Tc) = 15.70 min
Distribution = Type II
Shape factor = 484



Report

Hydraflow Hydrographs by Intelisolve v9.25

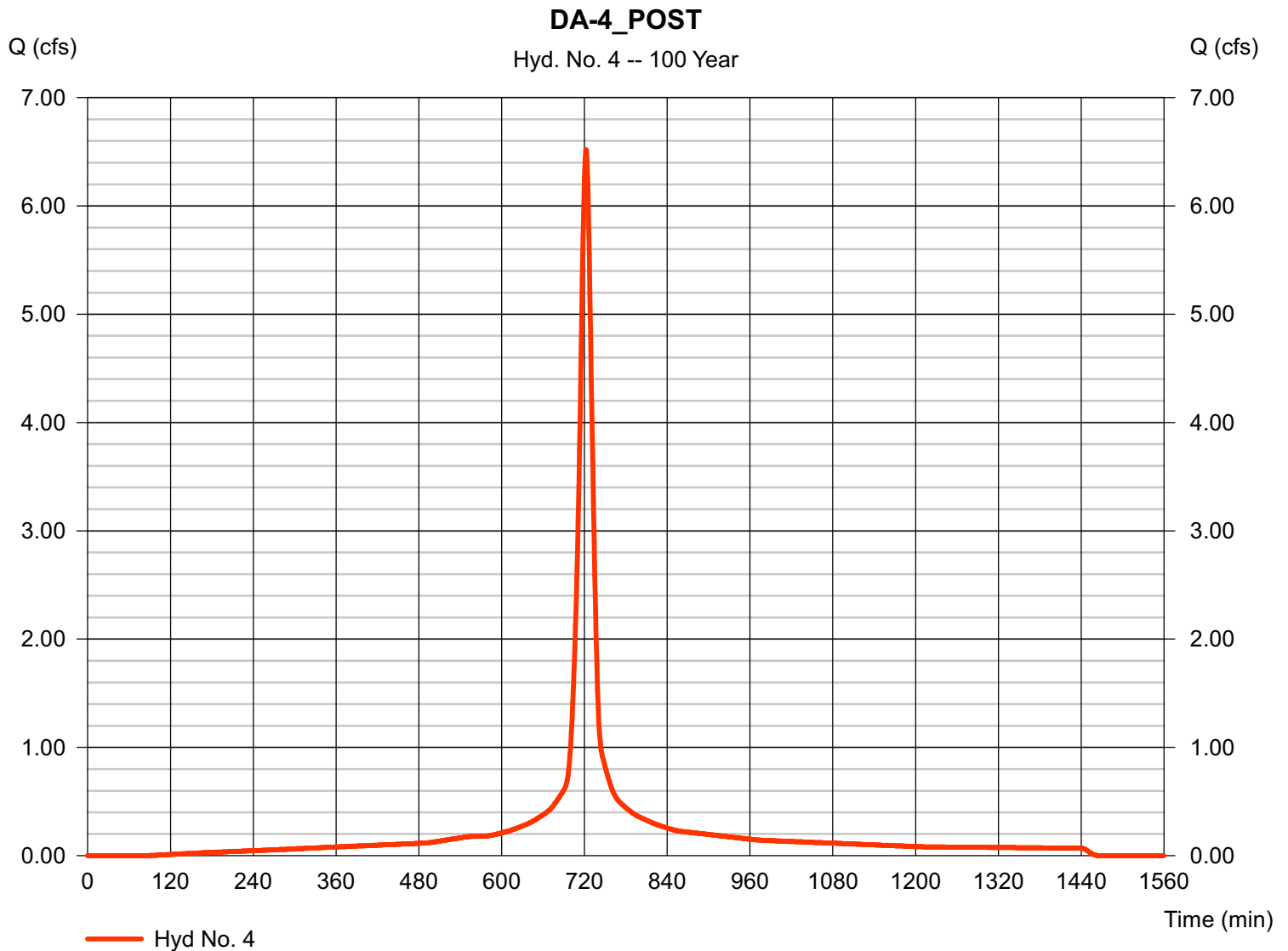
Friday, Jun 12, 2020

Hyd. No. 4

DA-4_POST

Hydrograph type = SCS Runoff
Storm frequency = 100 yrs
Time interval = 1 min
Drainage area = 0.800 ac
Basin Slope = 0.0 %
Tc method = USER
Total precip. = 7.68 in
Storm duration = 24 hrs

Peak discharge = 6.522 cfs
Time to peak = 722 min
Hyd. volume = 20,825 cuft
Curve number = 95
Hydraulic length = 0 ft
Time of conc. (Tc) = 15.70 min
Distribution = Type II
Shape factor = 484



DRAINAGE AREA SUMMARY:

DA_1

Drainage Basin Name:

DA_1

Section 1 - Identify Drainage Area

Station Begin:106+00

Station End:108+50

Plan Sheet(s):

Applicable Outfall Level Exclusion (OLE):☐

Receiving Water:

Impaired:No

Check all that apply:

RR_v☒

WQ_v☒

CP_v☒

Q_{p25}☒

Q_f☒

Appropriate BMP(s):DB, DS, IT, SF

Selected BMP(s):

Add'l DA Notes:

Section 2 - Calculate Weighted Curve Number for Overall Drainage Basin

Pre-Development Condition

| Cover Type | HSG | CN | Area (ac) |
|--|-----|----|-----------|
| Impervious | | 98 | 0.76 |
| Wood/forest, poor cover | B | 66 | 0.88 |
| Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.08 |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| Other | | | |
| Other | | | |
| Total Area (ac) | | | 1.72 |
| Weighted CN | | | 80 |
| % Impervious | | | 44.1 |
| Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 2.50 |
| Initial Abstraction, I _a (in.) | | | 0.50 |
| Notes | | | |

Post-Development Condition

| Cover Type | HSG | CN | Area (ac) |
|--|-----|----|-----------|
| Impervious | | 98 | 0.79 |
| Wood/forest, poor cover | B | 66 | 0.88 |
| Open space, fair condition (grass cover 50% - 75%) | A | 49 | 0.04 |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| Other | | | |
| Total Area (ac) | | | 1.72 |
| Weighted CN | | | 80 |
| % Impervious | | | 46.3 |
| Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 2.50 |
| Initial Abstraction, I _a (in.) | | | 0.50 |
| Notes | | | |

Section 3 - Calculate Weighted Curve Number for On-Site Areas in the Drainage Basin

| Pre-Development Condition | | | | Post-Development Condition | | | |
|--|-----|----|-----------|--|-----|----|-----------|
| Cover Type | HSG | CN | Area (ac) | Cover Type | HSG | CN | Area (ac) |
| Impervious | | 98 | 0.03 | Pre-Construction Impervious Area in Post Basin | | 98 | 0.03 |
| Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.08 | Proposed New Impervious Area | | 98 | 0.04 |
| - select a land cover type - | B | | | Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.04 |
| - select a land cover type - | | | | - select a land cover type - | | | |
| - select a land cover type - | | | | - select a land cover type - | | | |
| Other | | | | - select a land cover type - | | | |
| Other | | | | Other | | | |
| Total Area (ac) | | | 0.11 | Total Area (ac) | | | 0.11 |
| Weighted CN | | | 78 | Weighted CN | | | 88 |
| % Impervious | | | 30.3 | % Impervious | | | 65.1 |
| Pond & Swamp Areas (%) | | | 0.0 | Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 | Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 2.82 | Potential Maximum Retention after Runoff, S (in.) | | | 1.36 |
| Initial Abstraction, I _a (in.) | | | 0.56 | Initial Abstraction, I _a (in.) | | | 0.27 |
| Notes | | | | | | | |

Section 4 - Calculate Travel Time (T_t) and Time of Concentration (T_c)

Pre-Development Condition

| Flow Type | Length (ft) | Slope (ft/ft) | Surface Cover | Manning's n | Flow Area, A (ft²) | Wetted P., P (ft) | Velocity, V (ft/s) | Travel Time, T _c (min) | | |
|---------------------------|-------------|---------------|---------------|-------------|---|-------------------|--------------------|-----------------------------------|--|-----|
| Sheet (limited to 100 ft) | | | | | | | | | | |
| Sheet (limited to 100 ft) | | | | | | | | | | |
| Shallow Concentrated | | | | | | | | 0.0 | | |
| Shallow Concentrated | | | | | | | | 0.0 | | |
| Open Channel | | | | | | | | | | 0.0 |
| Open Channel | | | 0.0 | | | | | | | |
| Open Channel | | | 0.0 | | | | | | | |
| Open Channel | | | 0.0 | | | | | | | |
| | | | | | Time of Concentration, T _c (min) | | | 6.0 | | |
| | | | | | Approx. Lag time (min) | | | 3.6 | | |
| | | | | | User Override T _c (min) | | | | | |

Post-Development Condition

| Flow Type | Length (ft) | Slope (ft/ft) | Surface Cover | Manning's n | Flow Area, A (ft²) | Wetted P., P (ft) | Velocity, V (ft/s) | Travel Time, T _c (min) | |
|---------------------------|-------------|---------------|---------------|-------------|---|-------------------|--------------------|-----------------------------------|-----|
| Sheet (limited to 100 ft) | | | | | | | | | |
| Sheet (limited to 100 ft) | | | | | | | | | |
| Shallow Concentrated | | | | | | | | 0.0 | |
| Shallow Concentrated | | | | | | | | 0.0 | |
| Open Channel | | | | | | | | | 0.0 |
| Open Channel | | | 0.0 | | | | | | |
| Open Channel | | | 0.0 | | | | | | |
| Open Channel | | | 0.0 | | | | | | |
| | | | | | Time of Concentration, T _c (min) | | | 6.0 | |
| | | | | | Approx. Lag time (min) | | | 3.6 | |
| | | | | | User Override T _c (min) | | | | |

Section 5 - Calculate Runoff Flow Rate and Volume based on Inputs and Computed Values in Sections 2 and 3

| Water Quality & Runoff Reduction | Pre | Post | WQ _v Peak Flow | | Peak Flow: | 2 YR | 10 YR |
|---|-------|-------|---|------|-------------------------------------|------|-------|
| Runoff Coefficient, R _v | 0.322 | 0.636 | WQ CN | 88.0 | P (in.) | 3.73 | 5.06 |
| Runoff Reduction Volume, RR _v (ft ³) | 124 | | I _a /P | 0.23 | I _a /P | 0.13 | 0.10 |
| Water Quality Volume, WQ _v (ft ³) | 149 | | Est. q _u (ft ³ /s/mi ² /in.) | 963 | Est. q _u | 997 | 1,010 |
| Water Quality Volume, WQ _v (in.) | 0.377 | | Q _{WQ} (ft ³ /s) | 0.06 | Q _p (ft ³ /s) | 4.87 | 7.98 |

| | Channel Protection CP _v (1-yr, 24-hr) | | Overbank Flood Protection Q _p (25-yr, 24-hr) | | Extreme Flood Protection Q _f (50-yr, 24-hr) | | Q _f (100-yr, 24-hr) | |
|--|---|-------|--|--------|---|--------|--------------------------------|--------|
| | Pre | Post | Pre | Post | Pre | Post | Pre | Post |
| Rainfall Depth, P (in.) | 3.30 | | 5.93 | | 6.62 | | 7.33 | |
| Runoff, Q (in.) | 1.48 | 1.48 | 3.72 | 3.72 | 4.35 | 4.35 | 5.00 | 5.00 |
| Runoff Vol. (ft ³) | 9,210 | 9,211 | 23,149 | 23,152 | 27,053 | 27,055 | 31,130 | 31,133 |
| I _a /P | 0.15 | 0.15 | 0.08 | 0.08 | 0.08 | 0.08 | 0.07 | 0.07 |
| Est. Unit Peak Discharge, q _u (ft ³ /s/mi ² /in.) | 991 | 991 | 1,016 | 1,016 | 1,019 | 1,019 | 1,022 | 1,022 |
| Peak Discharge, Q _p (ft ³ /s) | 3.9 | 3.9 | 10.1 | 10.1 | 11.9 | 11.9 | 13.7 | 13.7 |
| Percent Change in Q _p | +0% | | +0% | | +0% | | +0% | |
| Peak outflow/inflow ratio, q _o /q _i | 0.022 | | 1.00 | | 1.00 | | 1.00 | |
| Peak outflow discharge ratio, V _s /V _r | 0.65 | | 0.09 | | 0.09 | | 0.09 | |
| Volume, V _s (ft ³) | 6,003 | | 2,039 | | 2,382 | | 2,741 | |

Section 6 - Evaluate BMP Alternatives

| CODE | BMP | Appropriate | Selected | Infeasible | Infeasible No. | Infiltration Testing Required | Required by Other Agency | Maintenance Responsibility | Station (Begin-End) | Offset (Left/Right) | Explanation for why a BMP is not appropriate for the basin |
|------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------|-------------------------------|--------------------------|----------------------------|---------------------|---------------------|---|
| | | | | | | | | | | | |
| BB | Bioretention Basin | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| BS | Bioslope | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | very small percentage of impervious would reach BMP |
| DB | Dry Detention Basin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| DS | Enhanced Dry Swale | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Cost of construction and maintenance too high. |
| WS | Enhanced Wet Swale | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | A permanent pool cannot be maintained |
| GC | Grass Channel | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | Does not offer 80% TSS removal, additional BMPs would be required |
| IT | Infiltration Trench | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| OG | OGFC | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Cost of construction and maintenance too high. |
| SF | Sand Filter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| WP | Wet Detention Pond | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | The on-site drainage area is less than 10 acres |
| SW | Stormwater Wetland | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | The on-site drainage area is less than 5 acres |
| FS | Veg. Filter Strip | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | Urban Typical Section |
| U1 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| U2 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| U3 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

Section 7 - Assess BMP Effectiveness Versus Goals

| Select BMP | RR Rating (RR%) | TSS Rating (TSS%) | Direct Drainage to BMP | | | Max BMP Sizing Basis (cu-ft) | Min BMP Sizing Basis (cu-ft) | BMP Treatment/Storage Volume (cu-ft) | TSS Removal via RR (TSS cu-ft units) | Adj TSS % Removal of Treated Water | TSS Removal via Treatment (TSS cu-ft units) | Total TSS Removal (TSS cu-ft units) | |
|------------|--|-------------------|------------------------|-----------------|--------------|------------------------------|------------------------------|--------------------------------------|--------------------------------------|------------------------------------|---|-------------------------------------|-----|
| | | | Onsite Perv (ac) | Onsite Imp (ac) | Offsite (ac) | | | | | | | | |
| BMP 1 | Enhanced Dry Swale, w/ open underdrain | 50% | 80% | 0.04 | 0.07 | | 302 | 149 | 492 | 246 | 80% | 197 | 443 |
| BMP 2 | | | | | | | | | | | | | |
| BMP 3 | | | | | | | | | | | | | |
| BMP 4 | | | | | | | | | | | | | |

Enhanced Dry Swale, w/ open underdrain

Water Quality Volume (cu-ft)

149

TSS Removal Target (%)

80%

TSS Removal Target (TSS units in cu-ft)

119

Sum of TSS Removed (TSS units in cu-ft)

443

Target Achieved?

YES

Enhanced Dry Swale, w/ open underdrain

BMP Treatment / Storage Volume must be no greater than the Max BMP Sizing Basis

Section 8 - Review Basin Summary Tables

| | 1-yr, 24-hr | 25-yr, 24-hr | 100-yr, 24-hr |
|--|-------------|--------------|---------------|
| Pre-Development (ft ³ /s) | 3.9 | 10.1 | 13.7 |
| Post-Development (ft ³ /s) | 3.9 | 10.1 | 13.7 |
| Change (Post - Pre) (ft ³ /s) | 0.0 | 0.0 | 0.0 |
| % Change | 0.0% | 0.0% | 0.0% |

Stormwater Runoff Quality/Reduction

| | |
|---|-------|
| On-Site Drainage Area (ac) | 0.11 |
| Pre-Construction Impervious Area in Post Basin (ac) | 0.03 |
| Proposed New Impervious Area (ac) | 0.04 |
| Pre-Developed % Impervious | 30.3 |
| Post-Developed % Impervious | 65.1 |
| Net Rv | 0.314 |
| Target RR _v (ft ³) | 124 |
| Target WQ _v (ft ³) | 149 |

Channel Protection

| | |
|---|-------|
| Target CP _v (ft ³) | 6,003 |
| 1-yr, 24-hr Peak Discharge (ft ³ /s) | 3.9 |

DRAINAGE AREA SUMMARY:

DA_4

Drainage Basin Name:

DA_4

Section 1 - Identify Drainage Area

Station Begin:136+00

Station End:214+00

Plan Sheet(s):

Applicable Outfall Level Exclusion (OLE):☐

Receiving Water:

Impaired:No

Check all that apply:

RR_v☒

WQ_v☒

CP_v☒

Q_{p25}☒

Q_f☒

Appropriate BMP(s):DB, DS

Selected BMP(s):

Add'l DA Notes:

Section 2 - Calculate Weighted Curve Number for Overall Drainage Basin

Pre-Development Condition

| Cover Type | HSG | CN | Area (ac) |
|--|-----|----|-----------|
| Impervious | | 98 | 0.66 |
| Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.09 |
| Wood/forest, poor cover | B | 66 | 0.04 |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| Other | | | |
| Other | | | |
| Total Area (ac) | | | 0.80 |
| Weighted CN | | | 93 |
| % Impervious | | | 83.3 |
| Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 0.75 |
| Initial Abstraction, I _a (in.) | | | 0.15 |

Post-Development Condition

| Cover Type | HSG | CN | Area (ac) |
|--|-----|----|-----------|
| Impervious | | 98 | 0.71 |
| Wood/forest, poor cover | B | 66 | 0.04 |
| Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.05 |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| - select a land cover type - | | | |
| Other | | | |
| Total Area (ac) | | | 0.80 |
| Weighted CN | | | 95 |
| % Impervious | | | 88.7 |
| Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 0.53 |
| Initial Abstraction, I _a (in.) | | | 0.11 |

Notes

PFPR

1

DA_4

Section 3 - Calculate Weighted Curve Number for On-Site Areas in the Drainage Basin

| Pre-Development Condition | | | | Post-Development Condition | | | |
|--|-----|----|-----------|--|-----|----|-----------|
| Cover Type | HSG | CN | Area (ac) | Cover Type | HSG | CN | Area (ac) |
| Impervious | | 98 | 0.07 | Pre-Construction Impervious Area in Post Basin | | 98 | 0.07 |
| Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.09 | Proposed New Impervious Area | | 98 | 0.04 |
| - select a land cover type - | | | | Open space, fair condition (grass cover 50% - 75%) | B | 69 | 0.05 |
| - select a land cover type - | | | | - select a land cover type - | | | |
| - select a land cover type - | | | | - select a land cover type - | | | |
| Other | | | | - select a land cover type - | | | |
| Other | | | | Other | | | |
| Total Area (ac) | | | 0.16 | Total Area (ac) | | | 0.16 |
| Weighted CN | | | 82 | Weighted CN | | | 89 |
| % Impervious | | | 44.0 | % Impervious | | | 69.9 |
| Pond & Swamp Areas (%) | | | 0.0 | Pond & Swamp Areas (%) | | | 0.0 |
| Ponding Factor, F _p | | | 1.00 | Ponding Factor, F _p | | | 1.00 |
| Potential Maximum Retention after Runoff, S (in.) | | | 2.20 | Potential Maximum Retention after Runoff, S (in.) | | | 1.24 |
| Initial Abstraction, I _a (in.) | | | 0.44 | Initial Abstraction, I _a (in.) | | | 0.25 |
| Notes | | | | | | | |

Section 4 - Calculate Travel Time (T_t) and Time of Concentration (T_c)

Pre-Development Condition

| Flow Type | Length (ft) | Slope (ft/ft) | Surface Cover | Manning's n | Flow Area, A (ft²) | Wetted P., P (ft) | Velocity, V (ft/s) | Travel Time, T _t (min) |
|---|-------------|---------------|-----------------|-------------|--------------------|-------------------|--------------------|-----------------------------------|
| Sheet (limited to 100 ft) | 100 | 0.048 | Woods, light | 0.400 | | | 0.12 | 14.0 |
| Sheet (limited to 100 ft) | | | | | | | | |
| Shallow Concentrated | 151 | 0.086 | Unpaved Surface | | | | 4.73 | 0.5 |
| Shallow Concentrated | | | | | | | | 0.0 |
| Open Channel | 795 | 0.025 | | 0.011 | 0.88 | 2.35 | 11.16 | 1.2 |
| Open Channel | | | | | | | | 0.0 |
| Open Channel | | | | | | | | 0.0 |
| Open Channel | | | | | | | | 0.0 |
| Time of Concentration, T _c (min) | | | | | | | | 15.7 |
| Approx. Lag time (min) | | | | | | | | 9.4 |
| User Override T _c (min) | | | | | | | | |

Post-Development Condition

| Flow Type | Length (ft) | Slope (ft/ft) | Surface Cover | Manning's n | Flow Area, A (ft²) | Wetted P., P (ft) | Velocity, V (ft/s) | Travel Time, T _t (min) |
|---|-------------|---------------|-----------------|-------------|--------------------|-------------------|--------------------|-----------------------------------|
| Sheet (limited to 100 ft) | 100 | 0.048 | Woods, light | 0.400 | | | 0.12 | 14.0 |
| Sheet (limited to 100 ft) | | | | | | | | |
| Shallow Concentrated | 151 | 0.086 | Unpaved Surface | | | | 4.73 | 0.5 |
| Shallow Concentrated | | | | | | | | 0.0 |
| Open Channel | 795 | 0.025 | | 0.011 | 0.88 | 2.35 | 11.16 | 1.2 |
| Open Channel | | | | | | | | 0.0 |
| Open Channel | | | | | | | | 0.0 |
| Open Channel | | | | | | | | 0.0 |
| Time of Concentration, T _c (min) | | | | | | | | 15.7 |
| Approx. Lag time (min) | | | | | | | | 9.4 |
| User Override T _c (min) | | | | | | | | |

Section 5 - Calculate Runoff Flow Rate and Volume based on Inputs and Computed Values in Sections 2 and 3

| Water Quality & Runoff Reduction | Pre | Post | WQ _v Peak Flow | | Peak Flow: | 2 YR | 10 YR |
|---|-------|-------|---|------|-------------------------------------|------|-------|
| Runoff Coefficient, R _v | 0.446 | 0.679 | WQ CN | 85.2 | P (in.) | 3.73 | 5.06 |
| Runoff Reduction Volume, RR _v (ft ³) | 135 | | I _a /P | 0.29 | I _a /P | 0.03 | 0.02 |
| Water Quality Volume, WQ _v (ft ³) | 162 | | Est. q _u (ft ³ /s/mi ² /in.) | 619 | Est. q _u | 754 | 758 |
| Water Quality Volume, WQ _v (in.) | 0.280 | | Q _{WQ} (ft ³ /s) | 0.04 | Q _p (ft ³ /s) | 2.98 | 4.23 |

| | Channel Protection | | Overbank Flood Protection | | Extreme Flood Protection | | | |
|--|-------------------------------|-------|-------------------------------|--------|-------------------------------|--------|--------------------------------|--------|
| | CP _v (1-yr, 24-hr) | | Q _p (25-yr, 24-hr) | | Q _f (50-yr, 24-hr) | | Q _f (100-yr, 24-hr) | |
| | Pre | Post | Pre | Post | Pre | Post | Pre | Post |
| Rainfall Depth, P (in.) | 3.30 | | 5.93 | | 6.62 | | 7.33 | |
| Runoff, Q (in.) | 2.54 | 2.74 | 5.11 | 5.34 | 5.80 | 6.03 | 6.50 | 6.73 |
| Runoff Vol. (ft ³) | 7,369 | 7,950 | 14,824 | 15,484 | 16,801 | 17,472 | 18,839 | 19,520 |
| I _a /P | 0.05 | 0.03 | 0.03 | 0.02 | 0.02 | 0.02 | 0.02 | 0.01 |
| Est. Unit Peak Discharge, q _u (ft ³ /s/mi ² /in.) | 745 | 752 | 755 | 759 | 757 | 760 | 758 | 761 |
| Peak Discharge, Q _p (ft ³ /s) | 2.4 | 2.6 | 4.8 | 5.1 | 5.5 | 5.7 | 6.1 | 6.4 |
| Percent Change in Q _p | +9% | | +5% | | +4% | | +4% | |
| Peak outflow/inflow ratio, q _o /q _i | 0.028 | | 0.95 | | 0.96 | | 0.96 | |
| Peak outflow discharge ratio, V _s /V _r | 0.64 | | 0.11 | | 0.11 | | 0.11 | |
| Volume, V _s (ft ³) | 5,118 | | 1,751 | | 1,935 | | 2,123 | |

Section 6 - Evaluate BMP Alternatives

| CODE | BMP | Appropriate | Selected | Infeasible | Infeasible No. | Infiltration Testing Required | Required by Other Agency | Maintenance Responsibility | Station (Begin-End) | Offset (Left/Right) | Explanation for why a BMP is not appropriate for the basin |
|------|--------------------------|-------------------------------------|--------------------------|-------------------------------------|----------------|-------------------------------|--------------------------|----------------------------|---------------------|---------------------|---|
| | | | | | | | | | | | |
| BB | Bioretention Basin | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| BS | Bioslope | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | very small percentage of impervious would reach BMP |
| DB | Dry Detention Basin | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| DS | Enhanced Dry Swale | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Cost of construction and maintenance too high. |
| WS | Enhanced Wet Swale | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | A permanent pool cannot be maintained |
| GC | Grass Channel | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | Does not offer 80% TSS removal, additional BMPs would be required |
| IT | Infiltration Trench | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| OG | OGFC | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Cost of construction and maintenance too high. |
| SF | Sand Filter | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5 | <input type="checkbox"/> | <input type="checkbox"/> | | | | Likely result in displacement of property |
| WP | Wet Detention Pond | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | The on-site drainage area is less than 10 acres |
| SW | Stormwater Wetland | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | The on-site drainage area is less than 5 acres |
| FS | Veg. Filter Strip | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | Urban Typical Section |
| U1 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| U2 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |
| U3 | [Enter user-defined BMP] | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> | <input type="checkbox"/> | | | | |

Section 7 - Assess BMP Effectiveness Versus Goals

| Select BMP | RR Rating (RR%) | TSS Rating (TSS%) | Direct Drainage to BMP | | | Max BMP Sizing Basis (cu-ft) | Min BMP Sizing Basis (cu-ft) | BMP Treatment/Storage Volume (cu-ft) | TSS Removal via RR (TSS cu-ft units) | Adj TSS % Removal of Treated Water | TSS Removal via Treatment (TSS cu-ft units) | Total TSS Removal (TSS cu-ft units) | |
|------------|--|-------------------|------------------------|-----------------|--------------|------------------------------|------------------------------|--------------------------------------|--------------------------------------|------------------------------------|---|-------------------------------------|-----|
| | | | Onsite Perv (ac) | Onsite Imp (ac) | Offsite (ac) | | | | | | | | |
| BMP 1 | Enhanced Dry Swale, w/ open underdrain | 50% | 80% | 0.05 | 0.11 | | 472 | 162 | 595 | 298 | 80% | 238 | 536 |
| BMP 2 | | | | | | | | | | | | | |
| BMP 3 | | | | | | | | | | | | | |
| BMP 4 | | | | | | | | | | | | | |

Enhanced Dry Swale, w/ open underdrain

Water Quality Volume (cu-ft)

162

TSS Removal Target (%)

80%

TSS Removal Target (TSS units in cu-ft)

130

Sum of TSS Removed (TSS units in cu-ft)

536

Target Achieved?

YES

Enhanced Dry Swale, w/ open underdrain

BMP Treatment / Storage Volume must be no greater than the Max BMP Sizing Basis

Section 8 - Review Basin Summary Tables

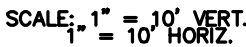
| | 1-yr, 24-hr | 25-yr, 24-hr | 100-yr, 24-hr |
|--|-------------|--------------|---------------|
| Pre-Development (ft ³ /s) | 2.4 | 4.8 | 6.1 |
| Post-Development (ft ³ /s) | 2.6 | 5.1 | 6.4 |
| Change (Post - Pre) (ft ³ /s) | 0.2 | 0.2 | 0.2 |
| % Change | 8.9% | 5.0% | 4.0% |

Stormwater Runoff Quality/Reduction

| | |
|---|-------|
| On-Site Drainage Area (ac) | 0.16 |
| Pre-Construction Impervious Area in Post Basin (ac) | 0.07 |
| Proposed New Impervious Area (ac) | 0.04 |
| Pre-Developed % Impervious | 44.0 |
| Post-Developed % Impervious | 69.9 |
| Net Rv | 0.233 |
| Target RR _v (ft ³) | 135 |
| Target WQ _v (ft ³) | 162 |

Channel Protection

| | |
|---|-------|
| Target CP _v (ft ³) | 5,118 |
| 1-yr, 24-hr Peak Discharge (ft ³ /s) | 2.6 |

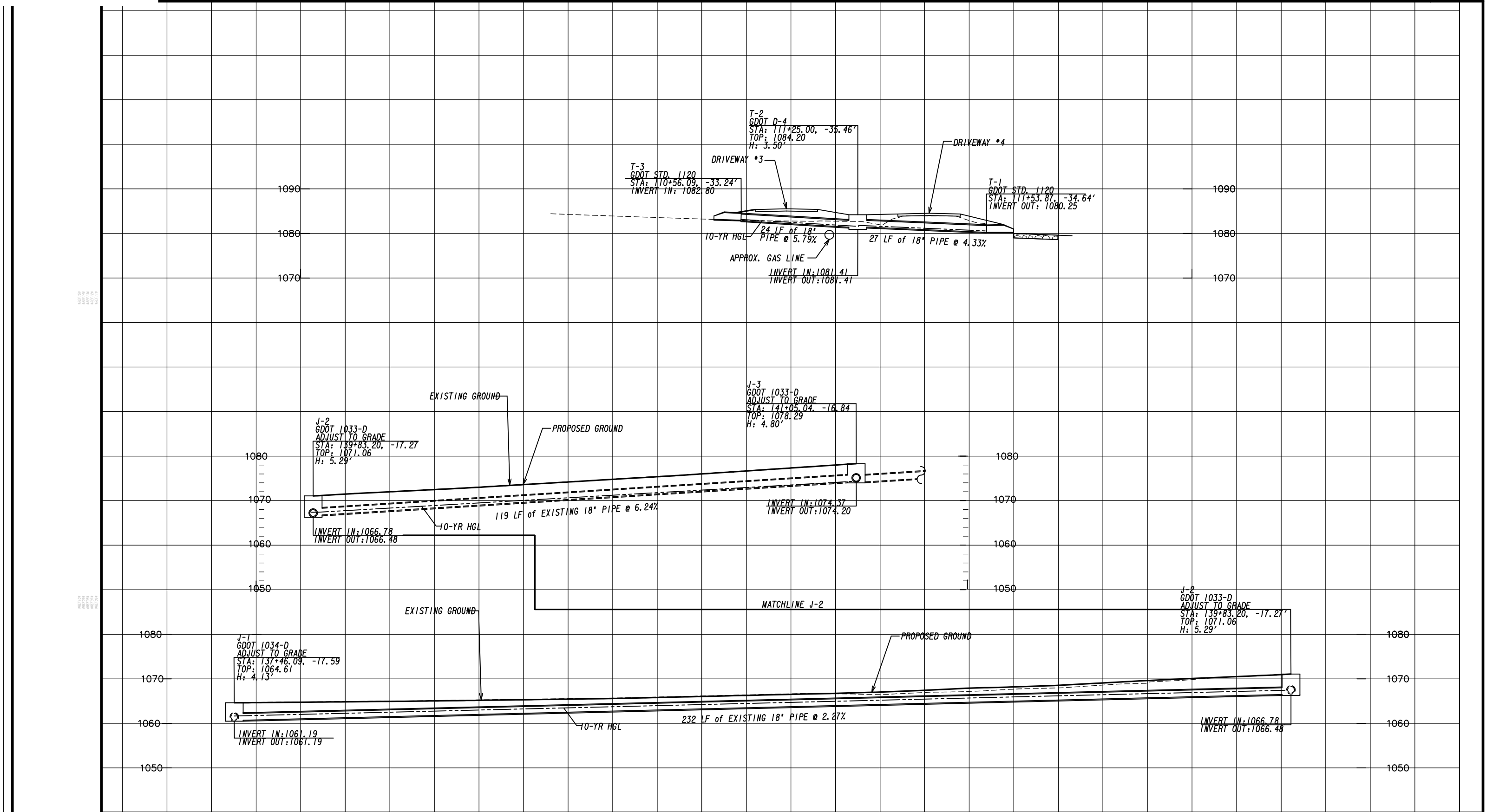


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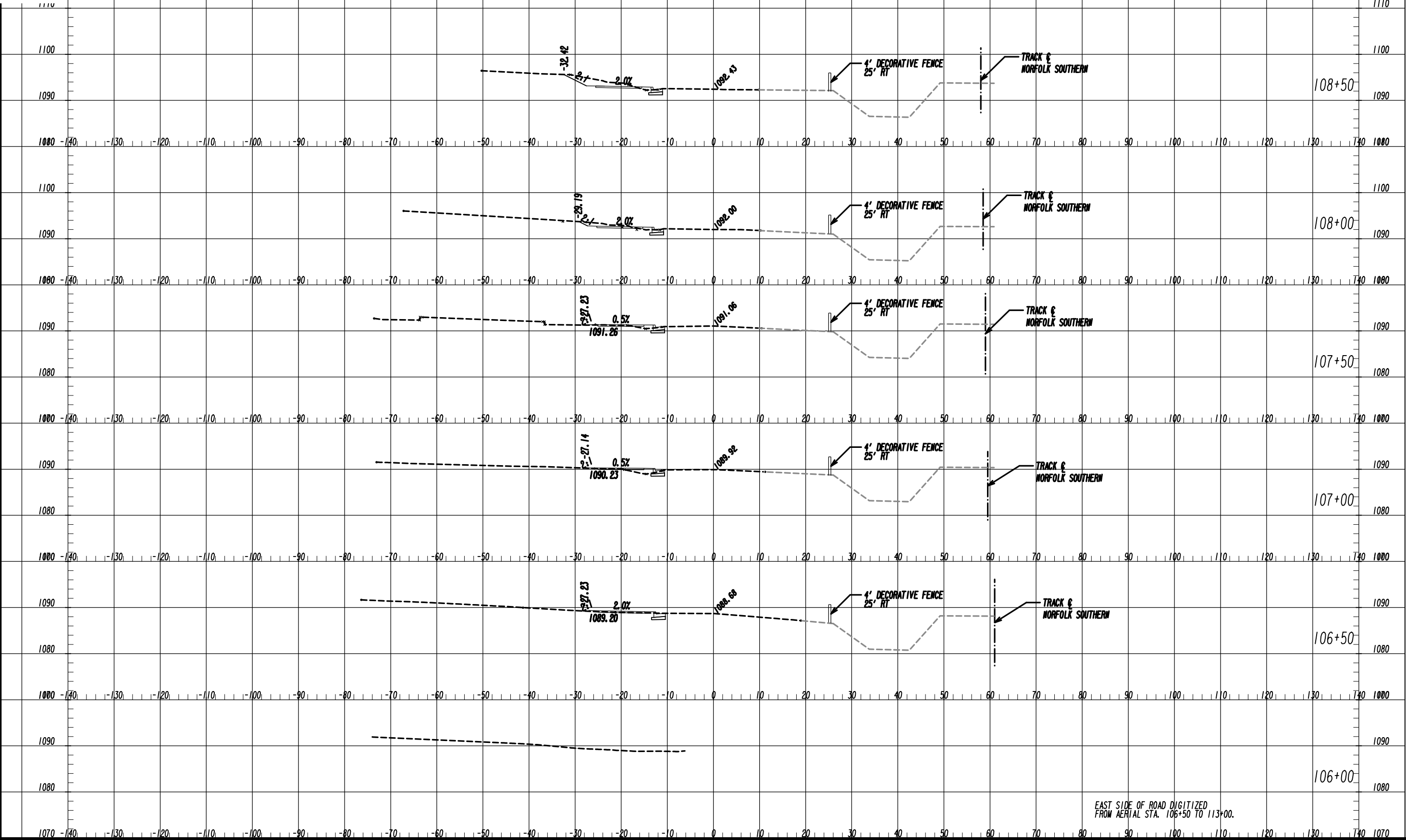
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Engineering Solutions You Can Trust
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Phone: 770-447-8999
www.wolvertoninc.com

SCALE: 1" = 10' VERT.
1" = 10' HORIZ.

| REVISION DATES | |
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DRAINAGE PROFILES
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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EAST SIDE OF ROAD DIGITIZED
FROM AERIAL STA. 106+50 TO 113+00.

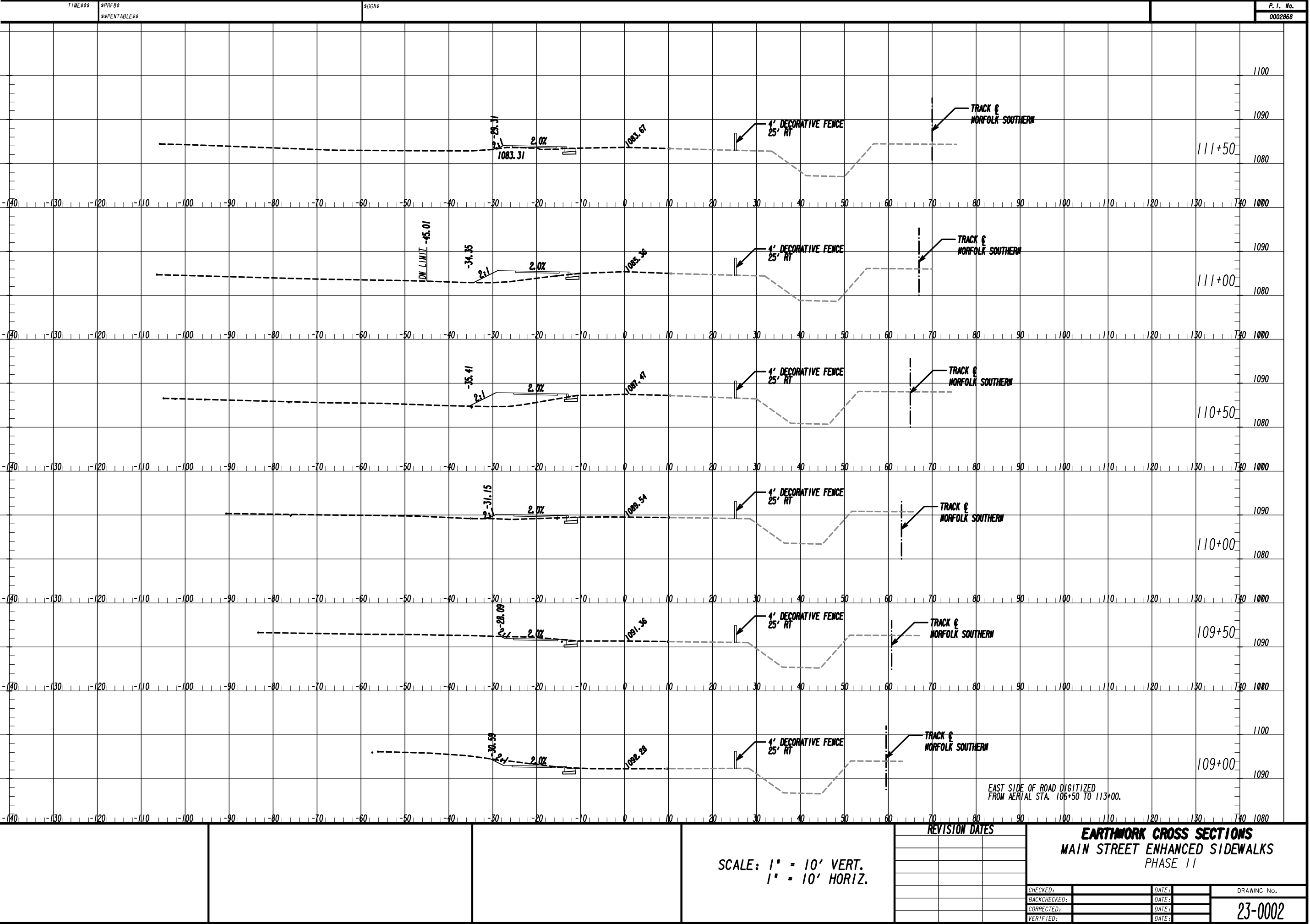
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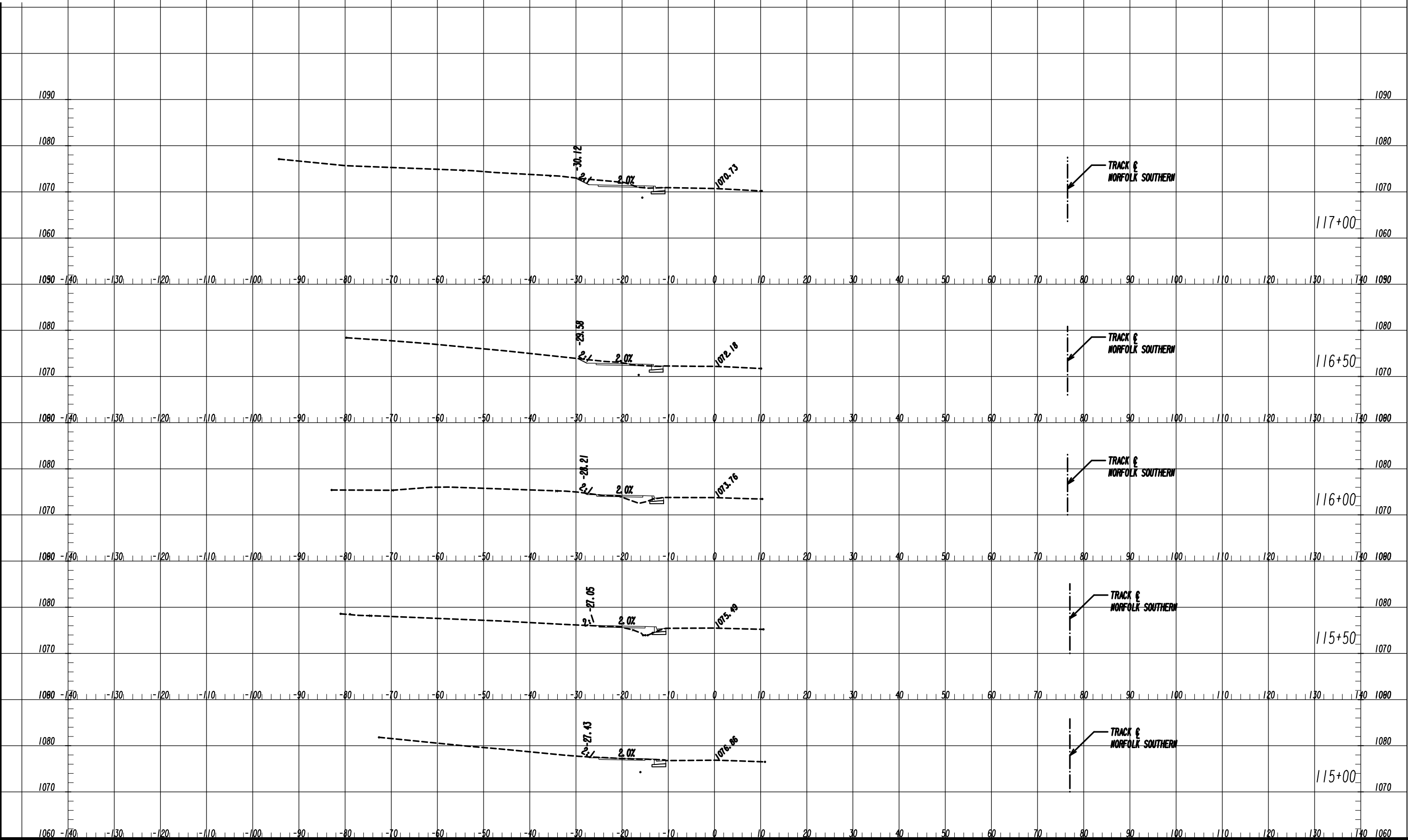
REVISION DATES

EARTHWORK CROSS SECTIONS
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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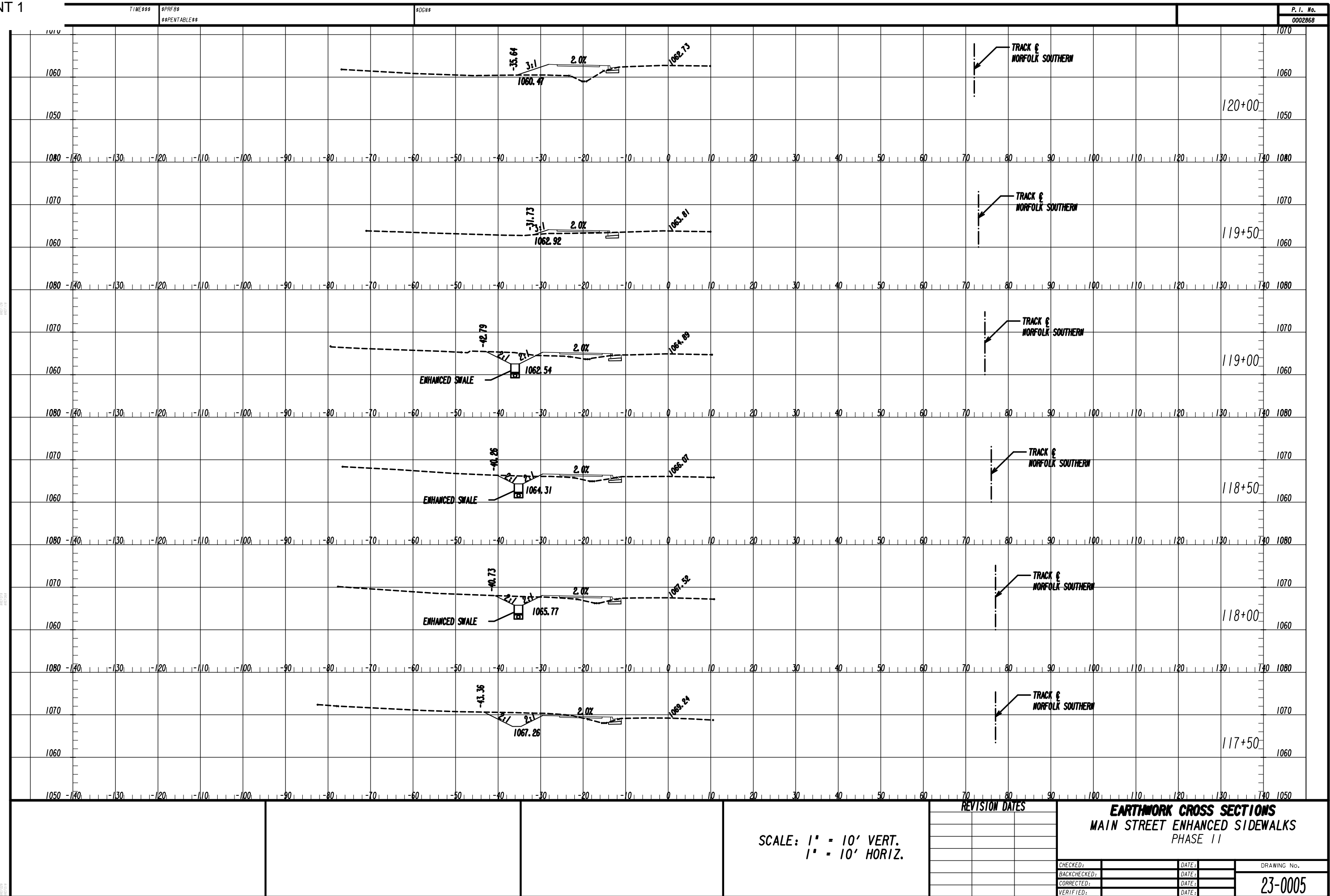
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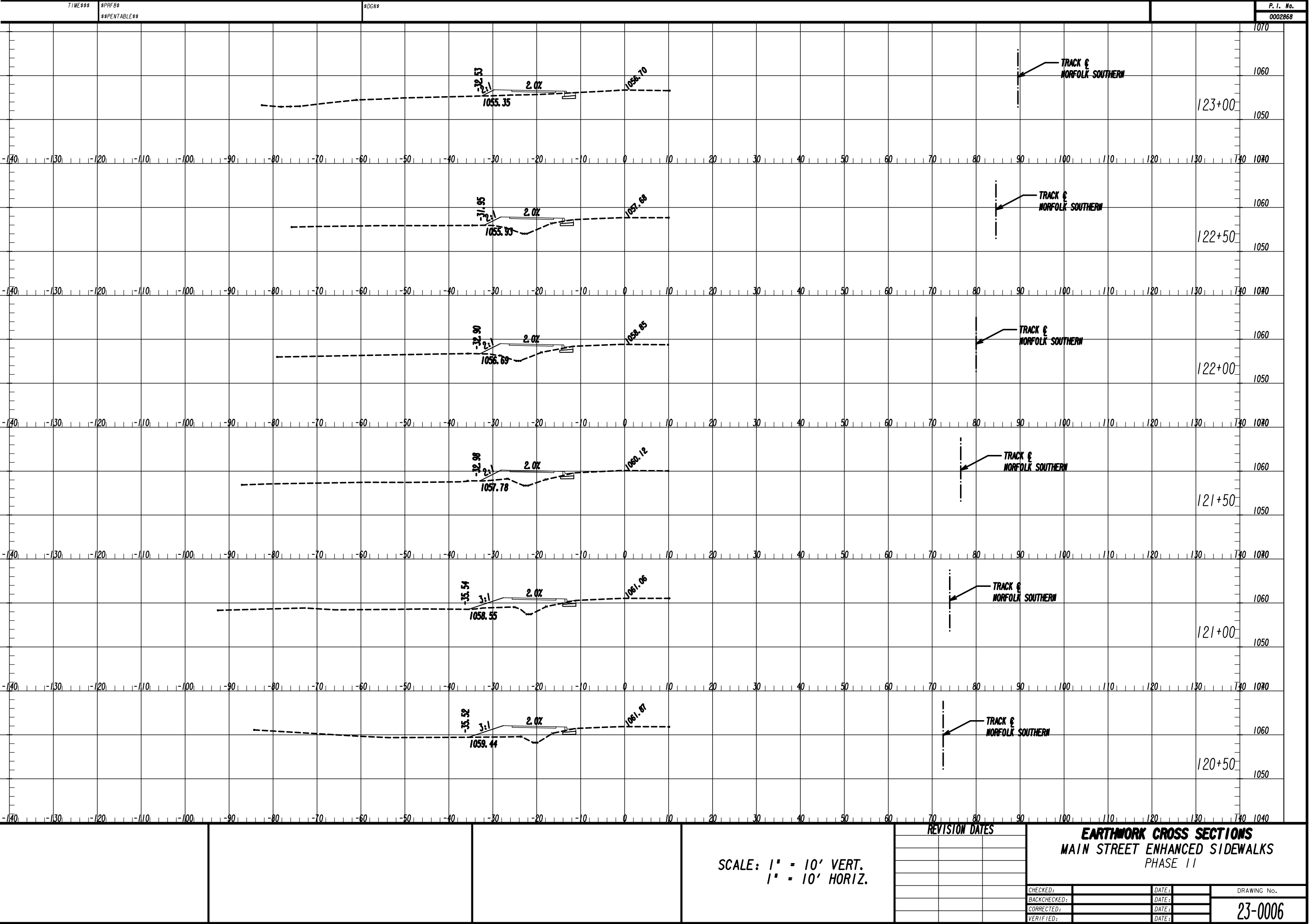


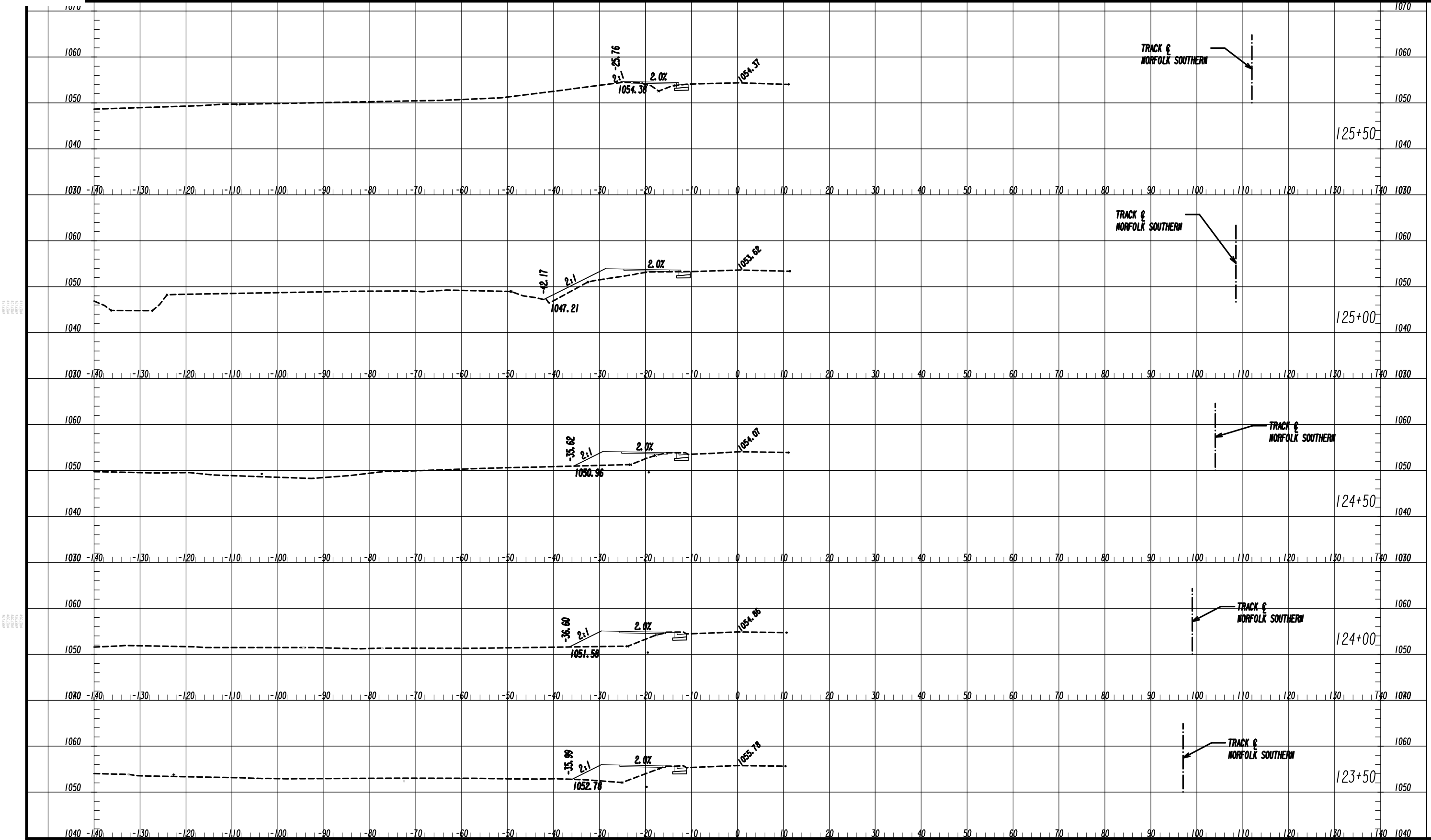


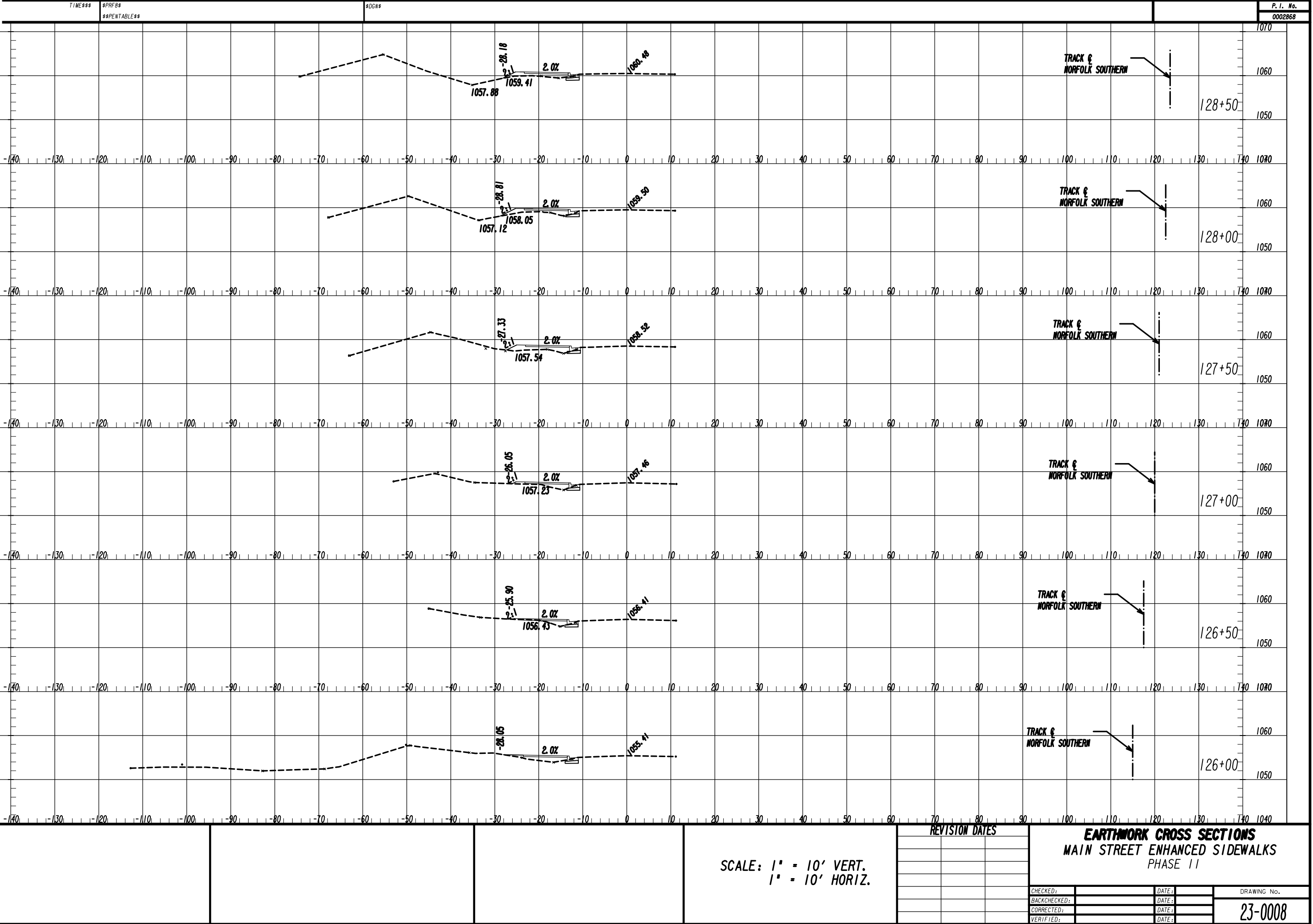
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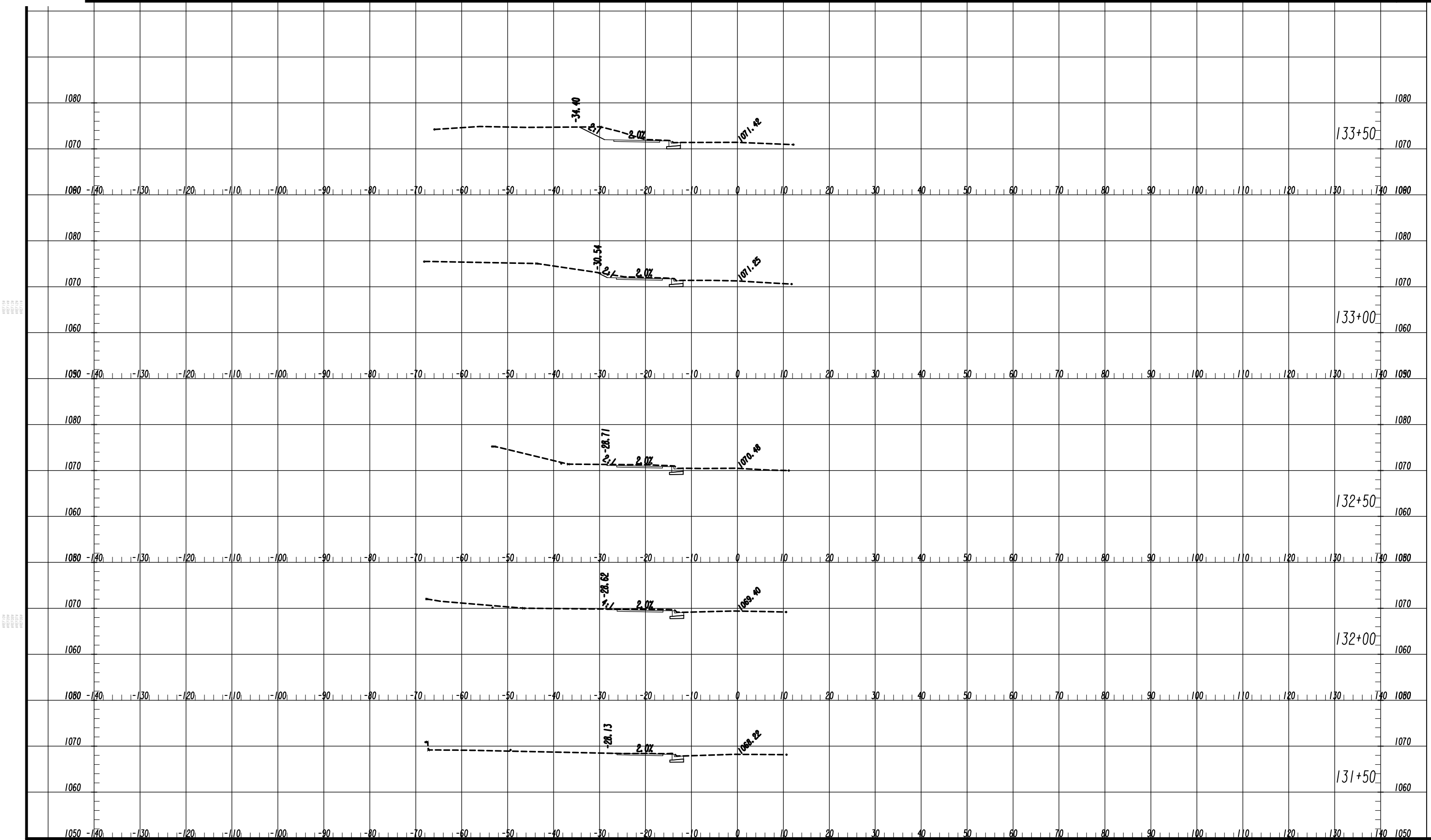








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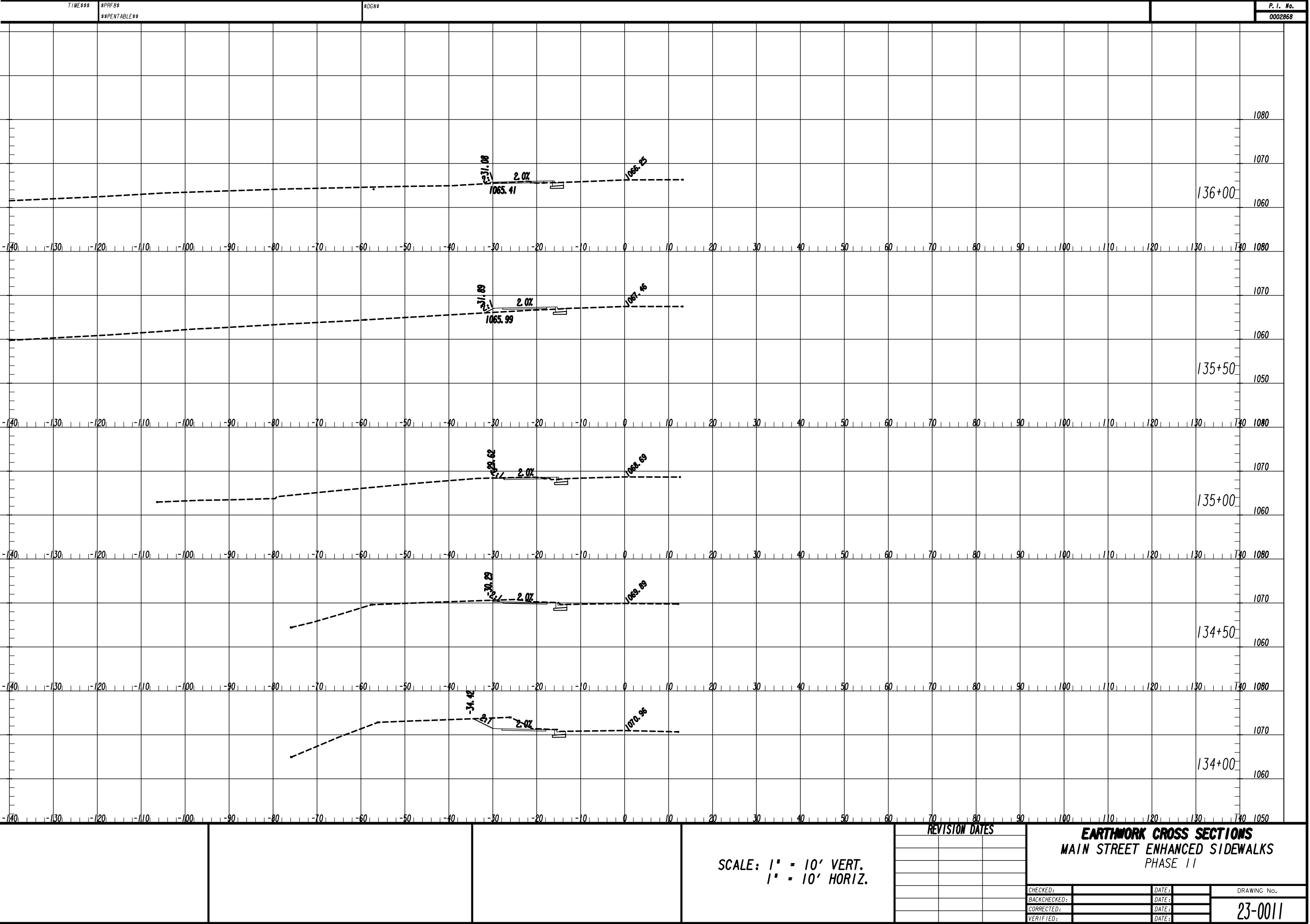
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EARTHWORK CROSS SECTIONS
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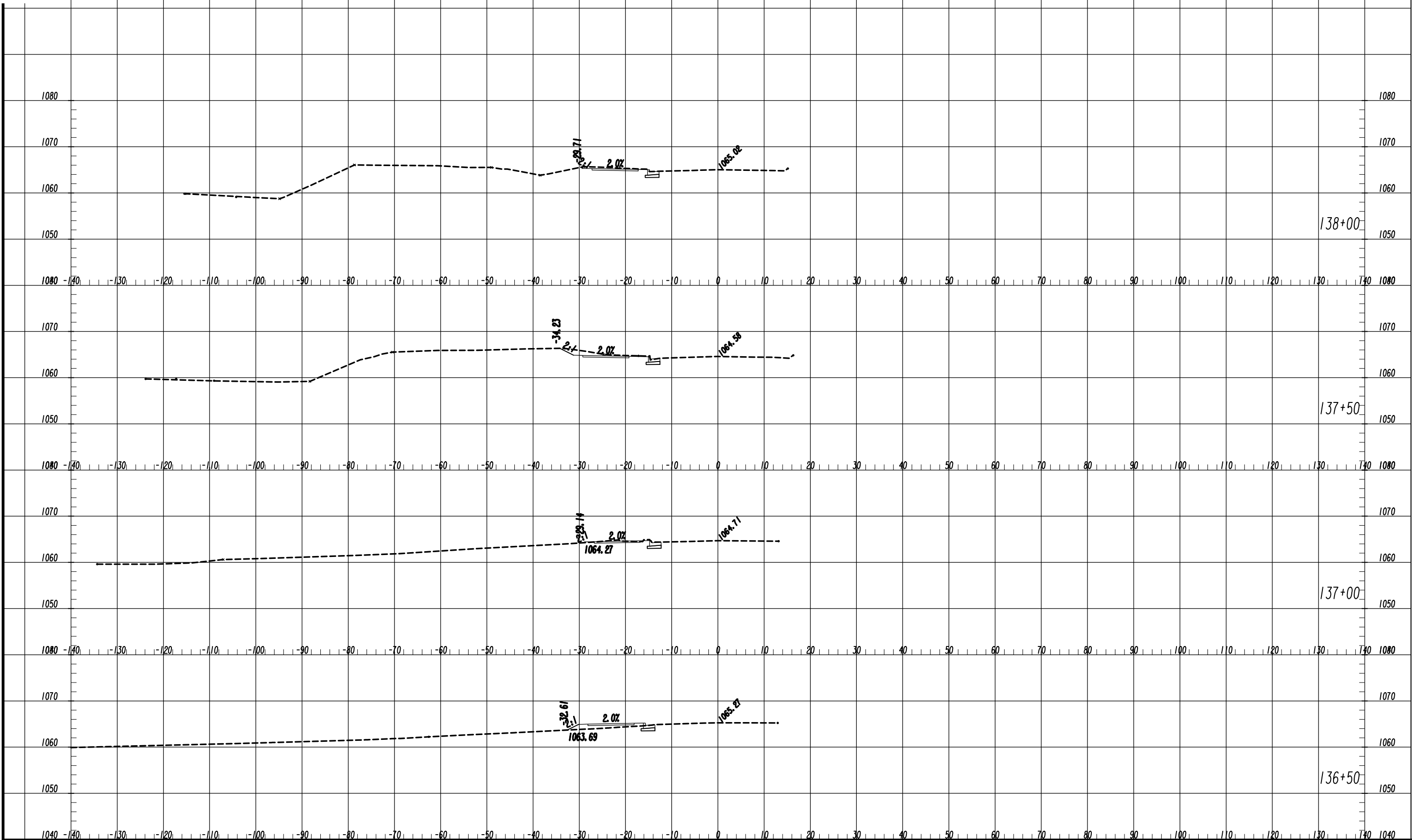
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REVISION DATES

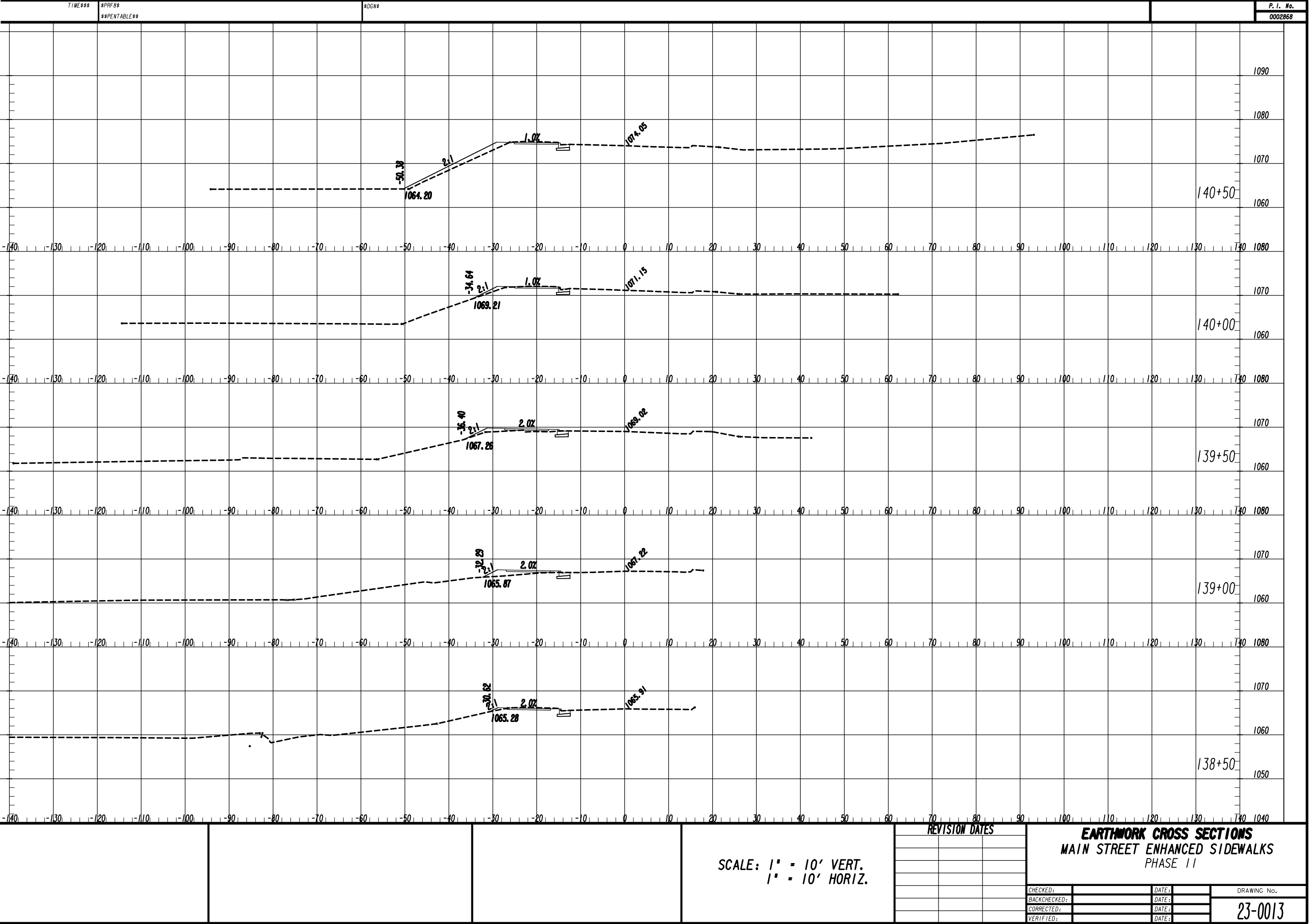
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EARTHWORK CROSS SECTIONS
MAIN STREET ENHANCED SIDEWALKS
PHASE II

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NOTES
- SEE POLE EMBEDMENT DETAIL ON SHEET 25-0020 FOR MORE DETAIL
- CONTRACTOR TO USE HAPCO BRAND POLE OR SIMILAR PER ATTACHED SPEC SHEET

WARNING: Do not install light pole without luminaire.

Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.
5. CONSTRUCTION PROCEDURES:
- A. General:
1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.
- E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
- 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
- (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:
- (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

- j. Endorsements/forms that are NOT acceptable are:
- (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management
Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.

2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- | | |
|---------------------------|----------------------------|
| A. Date: | March 30, 2021 |
| B. NS File No.: | ROW1113808 |
| C. NS Milepost: | MP 611.60 to 612.27 |
| D. Sponsor's Project No.: | |

EXHIBIT D

FORCE ACCOUNT ESTIMATE

| | |
|--------------------------|----------------------------------|
| Work to be Performed By: | Norfolk Southern Railway Company |
| For the Account of: | City of Duluth, Georgia |
| Project Description: | Main Street Enhanced Sidewalk |
| Location: | Duluth, Georgia |
| Project No.: | 200128 |
| Milepost: | MP 611.60 to 612.27 |
| File: | ROW1113808 |
| Date: | March 15, 2021 |

SUMMARY

| | |
|--------------------------------------|------------------|
| ITEM A - Preliminary Engineering | 0 |
| ITEM B - Construction Engineering | 17,174 |
| ITEM C - Accounting | 1,799 |
| ITEM D - Flagging Services | 11,147 |
| ITEM E - Communications Changes | 0 |
| ITEM F - Signal & Electrical Changes | 0 |
| ITEM G - Track Work | 0 |
| ITEM H - T-Cubed | 0 |
| GRAND TOTAL | \$ 30,119 |

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

| | | |
|--------------------------------|------------------------|-------------|
| Labor: | 0 Hours @ \$60 / hour= | 0 |
| Labor Additives: | | 0 |
| Travel Expenses: | | 0 |
| Services by Contract Engineer: | | 0 |
| NET TOTAL - ITEM A | | \$ - |

ATTACHMENT 1

EXHIBIT B

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

| | | |
|--------------------------------|-------------------------|------------------|
| Labor: | 40 Hours @ \$60 / hour= | 2,400 |
| Labor Additives: | | 1,886 |
| Travel Expenses: | | 1,000 |
| Services by Contract Engineer: | | 11,888 |
| NET TOTAL - ITEM B | | \$ 17,174 |

ITEM C - Administration

| | | |
|---|-------------------------|-----------------|
| Agreement Construction, Review and/or Handling: | | 1,250 |
| Accounting Hours (Labor): | 10 Hours @ \$30 / hour= | 300 |
| Accounting Additives: | | 249 |
| NET TOTAL - ITEM C | | \$ 1,799 |

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

| | | |
|-----------------------------------|---------------------------------|------------------|
| Labor: | Flagging Foreman | |
| | 10 days @ 390.00 per day= | 3,900 |
| | (based on working 12 hours/day) | |
| Labor Additive: | | 7,247 |
| Travel Expenses, Meals & Lodging: | | |
| | 0 days @ \$100/day= | 0 |
| Rental Vehicle | 0 months @ \$950/month= | 0 |
| NET TOTAL - ITEM D | | \$ 11,147 |

ITEM E - Communications Changes

| | | |
|---------------------------|--|-------------|
| Material: | | 0 |
| Labor: | | 0 |
| Purchase Services: | | 0 |
| Subsistence: | | 0 |
| Additive: | | 0 |
| NET TOTAL - ITEM E | | \$ - |

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| | |
|--------------------|---|
| Material: | 0 |
| Labor: | 0 |
| Purchase Services: | 0 |
| Other: | 0 |

ITEM G - Track Work

| | | |
|--------------------|------------------------|---|
| Material: | (see attached summary) | 0 |
| Labor: | (see attached summary) | 0 |
| Additive: | (see attached summary) | 0 |
| Purchase Services: | (see attached summary) | 0 |

ITEM H - T-CUBED

| | |
|----------|------|
| Lump Sum | \$ - |
|----------|------|

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/15/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Improvements Engineer or Engineer Planning, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as “Construction Engineering Representative”.

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as “Railroad Representative”.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as “Contractor Protective Services”.

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as “Special Provisions”.

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.
2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.
 4. Obtained Contractor Protective Services as required by Section 8 herein.
 5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.
 6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.
 7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.
- C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.
3. NOTICE OF STARTING WORK:
- A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:
1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.
 2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.
 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.
 - b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

- c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.
- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
- e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Girder Shop Drawings including welding/fabrication procedures
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Shop Drawings for drainage, handrails/fencing, and expansion dams
 - (4) Concrete Mix Design
 - (5) Structural Steel, Rebar, and/or Strand Certifications
 - (6) 28-day Cylinder Test for Concrete Strength
 - (7) Waterproofing Material Certification
 - (8) Dampproofing materials
 - (9) Test Reports for all steel
 - (10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.
2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.
3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.
4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.
6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow runoff. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.
- e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.
- f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.
- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.
- c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.
- e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.
- f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

- L. Cleanup:
 - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.
- 7. DAMAGES:
 - A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.
 - B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.
- 8. CONTRACTOR PROTECTIVE SERVICES:
 - A. Requirements:
 - 1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.
 - 2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.
 - 3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.
 - 4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.
 - 5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.
- B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.
- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.
- C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No person is allowed to cross tracks without specific authorization from the Contractor Protective Services.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contractor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

- H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.
- I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a 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. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.
3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.
4. Employers' Liability Insurance with limits of not less than \$1,000,000 each accident, \$1,000,000 policy limit for disease, and \$1,000,000 each employee for disease.
5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.
6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.
7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.
8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.
9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.
10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.
11. Any deductibles or retentions in excess of \$50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.
 13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.
- B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:
1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries and affiliates
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.

- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are **required** are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:

Risk Management
 Norfolk Southern Corporation and its subsidiaries
 650 West Peachtree Street NW – Box 46
 Atlanta, GA 30308
NSRISK3@NSCORP.COM

- C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.
- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.
 - b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.



18. PROJECT INFORMATION

| | |
|--------------------------|------------------|
| A. Date: | January 22, 2024 |
| B. NS File No.: | ROW1113808 |
| C. NS Milepost: | 611.60 to 612.21 |
| D. Sponsor's Project No. | |

FORCE ACCOUNT ESTIMATE

| | |
|--------------------------|----------------------------------|
| Work to be Performed By: | Norfolk Southern Railway Company |
| For the Account of: | City of Duluth, Georgia |
| Project Description: | Main Street Enhanced Sidewalk |
| Location: | Duluth, Georgia |
| Project No.: | 200128 |
| Milepost: | MP 611.60 to 612.27 |
| File: | ROW1113808 |
| Date: | Original October 26, 2023 |

| | | |
|---------------------------------------|---------------------|------------------|
| ITEM A - Preliminary Engineering | | 0 |
| ITEM B - Construction Engineering | | 25,288 |
| ITEM C - Administration | | 4,248 |
| ITEM D - Railroad Protective Services | | 0 |
| ITEM E - Communications | | 0 |
| ITEM F - Signal & Electrical | | 0 |
| ITEM G - Track Work | | 0 |
| ITEM H - T-Cubed | | 0 |
| | Total | <u>\$ 29,536</u> |
| | Contingency 0% | \$ - |
| | GRAND TOTAL | \$ 29,536 |

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

| | | |
|--------------------------------|---------------------------|-------------|
| Labor: | 0 Hours @ \$60 / hour= | 0 |
| Labor Additives: | | 0 |
| Travel Expenses: | | 0 |
| Services by Contract Engineer: | | <u>0</u> |
| | NET TOTAL - ITEM A | \$ - |

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

| | | |
|--------------------------------|-------------------------|-----------------|
| Labor: | 20 Hours @ \$60 / hour= | 1,200 |
| Labor Additives: | | 1,482 |
| Travel Expenses: | | 500 |
| Services by Contract Engineer: | | 22,106 |
| NET TOTAL - ITEM B | | <hr/> \$ 25,288 |

ITEM C - Administration

| | | |
|---|-------------------------|----------------|
| Agreement Construction, Review and/or Handling: | | 2,460 |
| Protective Services Process/Handling Fee: | | 0 |
| Miscellaneous Handling (i.e. Real Estate ValMap fee): | | 0 |
| Accounting Hours (Labor): | 20 Hours @ \$40 / hour= | 800 |
| Accounting Additives: | | 988 |
| NET TOTAL - ITEM C | | <hr/> \$ 4,248 |

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

| | | |
|-----------------------------------|---------------------------------|------------|
| Labor: | Protective Services | |
| | 0 days @ 435.00 per day= | 0 |
| | (based on working 12 hours/day) | |
| Labor Additive: | | 0 |
| Travel Expenses, Meals & Lodging: | | |
| | 0 days @ \$100/day= | 0 |
| Rental Vehicle | 0 months @ \$950/month= | 0 |
| NET TOTAL - ITEM D | | <hr/> \$ - |

ITEM E - Communications

| | | |
|---------------------------|--|------------|
| Material: | | 0 |
| Labor: | | 0 |
| Purchase Services: | | 0 |
| Subsistence: | | 0 |
| Additive: | | 0 |
| NET TOTAL - ITEM E | | <hr/> \$ - |

ITEM F - Signal & Electrical

| | |
|---------------------------|-------|
| Material: | 0 |
| Labor: | 0 |
| Purchase Services: | 0 |
| Other: | 0 |
| | <hr/> |
| NET TOTAL - ITEM F | \$ - |

ITEM G - Track Work

| | |
|---------------------------|-------|
| Material: | 0 |
| Labor: | 0 |
| Additive: | 0 |
| Purchase Services: | 0 |
| | <hr/> |
| NET TOTAL - ITEM G | \$ - |

ITEM H - T-CUBED

| | |
|----------|------|
| Lump Sum | \$ - |
|----------|------|

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 265.42%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 123.51%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (10/26/2023). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

**ORDINANCE
TO AMEND THE CITY OF DULUTH
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 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 2024 fiscal year as follows:

| | |
|-----------------------------------|-------------------|
| Total Revenues: | <u>88,602,113</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>46,435,128</u> |
| Total Expenditures: | <u>88,602,113</u> |

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

WHEREAS the City of Duluth needs to replace the recording equipment and microphones in the council chambers and community room due to the current equipment have been installed when the building was constructed 17 years ago and recent problems with the recordings; and

WHEREAS staff has received a proposal for \$59,972.83 from AV-Tech Media Solution to replace the council chambers equipment and estimates it will cost an additional \$10,000 to replace the equipment in the Community room; and

WHEREAS it is requested \$69,975 be added to (CA-05) City Hall Building – General Government Building – Furniture & Fixtures line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

| | |
|------------------------------------|-------------------|
| Total Revenues & Prior Yr Reserves | <u>88,672,088</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>46,505,103</u> |
| Total Expenditures: | <u>88,672,088</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
2024 FISCAL YEAR BUDGET**

AN ORDINANCE TO AMEND THE 2024 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 2024 fiscal year as follows:

| | |
|-----------------------------------|-------------------|
| Total Revenues: | <u>88,672,088</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>46,505,103</u> |
| Total Expenditures: | <u>88,672,088</u> |

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

WHEREAS the City of Duluth entered into a purchase and sale agreement to purchase parcel #R7204-577, located at 2516 Main Street consisting of 4.17 acres with current light industrial use; and

WHEREAS staff has conducted soil testing, subsurface investigations, a boundary survey and is ready to move forward with the purchase of the property at a cost of \$1,005,000 to complete the closing; and

WHEREAS it is requested to add unallocated 2023 SPLOST Administrative Facilities funds to the following line items: (CA-01) Public Works Land Acquisition – General Government Buildings – Professional Services \$2,500 and Land \$1,002,500 line item, including associated transfers; and

NOW THEREFORE, the City of Duluth 2024 Fiscal Year Budget is amended as follows:

| | |
|------------------------------------|-------------------|
| Total Revenues & Prior Yr Reserves | <u>89,674,588</u> |
| Operations Expenditures: | <u>42,166,985</u> |
| Capital Improvement Expenditures: | <u>47,507,603</u> |
| Total Expenditures: | <u>89,674,588</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