

Duluth



Greg Whitlock, Mayor  
Sarah Y. Park, Post 1  
Marline Thomas, Post 2

Lamar Doss, Post 3  
Manfred Graeder, Post 4  
Shenée Johnson-Cummings,  
Post 5

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

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**MAY 11, 2026**

**CITY HALL COUNCIL CHAMBERS**

**6:00 pm**

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

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**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](http://www.duluthga.net/events)

*Duluth Live, April – October. Music Every Friday & Saturday, Parsons Alley  
6-9pm*

**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](mailto: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.*

*Duluth Farmers & Artisan Market*, March-May. 1st and 3rd Sundays each month  
Town Green, 2-5pm

*Duluth Spring Arts Festival*, May 16 (10am-5pm), May 17 (11am-5pm). Town Green

*Lantern Parade*, May 29. Town Green. 6-9:30pm

*Rock The Block: Live & Loud Fridays*, (Every Friday) June 5 - August 28  
Town Green, 6-9pm

*Rotary Car Show*, June 20. Downtown Duluth, 10am-2pm

*Star-Spangled Laser Show*, July 3. Downtown Duluth, 6-10pm

*Viva Las Duluth*, July 11. Town Green, 6-10pm

Red Clay Theatre events – [www.eddieowenpresents.com](http://www.eddieowenpresents.com)  
5/15- Adam Hood, 5/17-The Spirit of RUSH, 5/22-The Troubadour Project, 5/23- Wes  
Bayliss.

#### **IV. MATTERS FROM CITIZENS**

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

#### **V. CONSENT AGENDA**

##### **1. CONTRACT RENEWAL – APPALACHIAN MOUNTAIN SERVICES**

As previously discussed at the April 27th Mayor and Council work session, approval of this item authorizes the City to renew a contract with Appalachian Mountain Services (AMS) to ensure that properties delinquent for more than three years are brought into compliance with property tax obligations. If the City does not collect the tax, there are no fees paid out. Approval of this item authorizes the Mayor to sign the contract, which becomes effective May 11, 2026.

##### **2. RESOLUTION – CHANG VS. MILTON AMICUS BRIEF**

As discussed at the April 27th work session of the Mayor and Council, the City of Milton is requesting approval of a resolution seeking the city to join the amicus brief associated with the ongoing Chang v. Milton case now being heard by the Georgia Court of Appeals. Approval of resolution R2026-05 authorizes the City to join the amicus brief.

### 3. APPROVAL OF AGREEMENT - PINE NEEDLE TRAIL PROJECT

Approval of this item authorizes the Mayor to execute the Pine Needle Trail Project Framework Agreement with the Georgia Department of Transportation (GDOT) as approved by staff and the City Attorney, which moves the project forward into the next steps in the pre-design process for city project CD-73.

### 4. ORDINANCE TO AMEND CODE – STORMWATER

As discussed at the April 27, 2026 work session, Mayor and Council to consider a revision to the current stormwater ordinance, allowing the City to write off uncollectible stormwater fees. Approval of this item approves ordinance O2026-20 as presented.

### 5. AD VALOREM/ BUSINESS PERSONAL PROPERTY INSOLVENT LIST

Per Chapter 2, Article 1, Sec 2- 4 of the Duluth Code, approval of this item grants insolvency status to property tax accounts determined to be uncollectible for years up through 2025 in the base amount of \$16,034.98 plus penalties and interest for a total of \$20,148.59. Business personal property accounts are considered insolvent only after every effort to collect them has been exhausted, which includes processing late notices, returned mail investigation, cross checks with the Gwinnett County's Tax Assessors' real and personal property tax files, City and County Occupational Tax records, and also includes onsite visits by the Licensing Compliance inspector.

## **VI. PUBLIC HEARINGS**

### 1. ORDINANCE OF REZONING – CASE Z2026-001- N. BERKELEY LK RD

Mayor and Council to consider an ordinance to allow the rezoning of parcel R6261 130 located at 2641 North Berkeley Lake Road for case Z2026-001.

Owner, Duluth More Space, LLC and Applicant, Duluth North Berkeley Industrial Owner, LLC are requesting a rezoning of this Planned Unit Development (PUD) to allow a change in the master plan. The current PUD includes facilities for indoor storage that were never constructed. The Owner and Applicant are requesting a change in the master plan to allow for demolition of the existing vacant seven story building and the construction of a mid-size industrial warehouse building.

Planning Commission recommended approval with revised conditions at their April 6, 2026 hearing. Ordinance is attached for reference.

## 2. FY2027 BUDGET PRESENTATION

Per the State of Georgia code, the Mayor and Council to hold a public hearing to receive public comments on the proposed FY 2027 Annual Operating and Capital Projects Budget. Prior to this public hearing, council and staff reviewed the proposed FY 2027 budget at a budget workshop on May 4th.

The Assistant City Manager will present the proposed budget and highlight various changes in the budget. A second public hearing will be held on Monday, June 8, 2026 at the regularly scheduled meeting of the Mayor and Council. Following the second public hearing, an ordinance adopting the FY 2027 budget will be presented for consideration.

### **VII. MATTERS FROM DEPT HEADS/CITY ATTORNEY**

### **VIII. MATTERS FROM MAYOR & COUNCIL**

### **IX. MATTERS FROM CITY MANAGER**

### **X. EXECUTIVE SESSION** (if necessary)

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

### **XI. ADJOURNMENT**

*There is no work session in May due to the Memorial Day holiday. The next scheduled meeting of the Mayor and Council is June 8, 2026 at 6:00 p.m.*



**DRAFT MINUTES OF THE  
MAYOR AND COUNCIL  
CITY OF DULUTH, GA  
APRIL 13, 2026**

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

**ABSENT:** Councilmember Cummings

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

**Mayor Whitlock called the meeting to order at 6:00 p.m.**

**INVOCATION OR MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**I. APPROVAL OF MEETING AGENDA**

**A motion was made by Councilmember Graeder, seconded by Councilmember Doss, to approve the April 13, 2026 Council agenda as presented.**

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

**II. APPROVAL OF MINUTES**

**A motion was made by Councilmember Thomas, seconded by Councilmember Park, to approve the March 9 & 23, 2026 meeting minutes as presented.**

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

### III. ANNOUNCEMENTS

#### 1. UPCOMING EVENTS – [www.duluthga.net/events](http://www.duluthga.net/events)

*Duluth Live!* April – October. Music Every Friday & Saturday. Parsons Alley, 6-9pm

*Duluth Farmers & Artisan Market* March-May, 1<sup>st</sup> and 3<sup>rd</sup> Sundays each month.  
Town Green, 2-5pm

*Flicks on the Bricks* - April 10 “Charlie and the Chocolate Factory” Town Green,  
6-9pm

*Peachtree Ridge Band Concert* - April 17. Parsons Alley, 6:30-8pm

*STEAM Night* featuring the *Duluth Cluster Band Concert* - April 26. Town Green,  
5-7pm

*S’mores In the Park* -April 24. Rogers Bridge Park, 6-10pm. \$5 per 4-person vehicle

*S’mores N’ Snores*. April 25-26 from 5pm April 25 through 10am April 26. Rogers  
Bridge Park, \$25 per 4-person tent

*Chalk Art Festival* - May 1 & 2, May 1 6-9pm, May 2 10am-7pm. Downtown Duluth

*Duluth Derby Day* - May 2. Town Green, 2:30-7:30pm

*Flicks on the Bricks* - May 8, “Minecraft.” Town Green, 6-9pm

*AAPI Vibe Fest* - May 9. Town Green, 3:30-9:30pm

*Duluth Spring Arts Festival* - May 16 & 17, May 16 10am-5pm, May 17 11am-5pm  
Town Green

*Lantern Parade* - May 29. Town Green, 6-9:30pm

*Red Clay Theater events* - [www.eddieowenpresents.com](http://www.eddieowenpresents.com)

4/17- *Rory Block*, 4/18- *Huey and Jacob Kynard*, 4/24- *Carter Sampson and Amelia White (World’s Finest Song Swap Show)*, 4/25- *Interstellar Echoes: A Tribute to Pink Floyd*, 4/30- *Paper Wings*

### IV. CEREMONIAL MATTERS

#### 1. RECOGNITION–COMMUNITY SERVICE & MERITORIUS SERVICE AWARDS

Chief Carruth presented the Cpl. Bahamundi Community Service Award to Master Patrol Officer Dave Nichols. This award is presented annually to a public safety employee who goes above and beyond in service to the community.

Chief Carruth also presented the Meritorious Service Award to Master Patrol Officer Zachary Hill. This award is presented annually to a public safety employee who goes above and beyond in the areas of investigations.

## **V. MATTERS FROM CITIZENS**

Jyot Singh of 3448 Grist Mill Court, Duluth, came forward to announce his candidacy for State House District 97.

David Carrazzo of 3979 Keeneland Court, Duluth, spoke in favor of the overnight parking ordinance and encouraged the City to maintain consistent enforcement and communication. He also requested that the Police Department consider implementing a warning system for first-time violations as a positive gesture.

## **VI. CONSENT AGENDA**

### **1. SOLID WASTE RATE INCREASE – REPUBLIC SERVICES {A}**

Initially executed on April 10, 2023, and amended February 15, 2025 and May 1 of 2025, Republic Services has requested an annual rate increase. As discussed at the March 23 work session, approval of this item approves the third contract amendment and acknowledges a 2.5% rate increase for solid waste services with Republic Services beginning on May 1, 2026, and extending to May 1, 2027.

### **2. ORD TO AMEND FY26 BUDGET – STORMWATER UTILITY {B}**

At the March 23rd council work session, staff gave an update on current stormwater rates and projects yet to be completed. At that time, Council approved the transfer of \$750,000 from the General Fund to the Stormwater Utility Fund to address the some of the stormwater system repairs. Approval of this item authorizes ordinance BA-FY26-38 to amend the FY26 budget as presented.

### **3. AUTHORIZATION FOR MOU – JOINT SPECIAL RESPONSE TEAM {C}**

Approval of this item authorizes the Mayor, Chief of Police and City Attorney to enter into a Memorandum of Understanding (MOU) between the Duluth, Lilburn, Norcross and Suwanee Police Departments to operate a Joint Special Response Team (Joint SRT).

4. ORDINANCE TO AMEND DULUTH CODE SEC 8-67-PARKING {D}

Approval of this item approves ordinance O2026-18 to amend section 8-67 of the Duluth Code of Ordinances to create three-hour parking in front of the Main Street City Hall entrance to accommodate city customer parking. The ordinance also adds overnight parking restrictions on city-controlled parking spaces inside the parking deck located at the Marriott/DDA parking deck and Ridgeway Road and Hill Street. The approval updates the parking map associated with the ordinance.

5. INTERGOVERNMENTAL AGREEMENT – DDA – PARKING {E}

As discussed at the March 23 work session, approval of this item approves an Intergovernmental Agreement (IGA) between the City and Duluth Downtown Development Authority (DDA) to allow for consolidated parking enforcement inside the parking deck entered from Hill Street and from Ridgeway Road.

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

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

## VII. NEW BUSINESS

1. BID AWARD & ORDINANCE TO AMEND BUDGET – 2026 LMIG GRANT {F & G}

Director of Public Works Audrey Turner presented. The Mayor and Council to consider awarding the bid for 2026 LMIG Paving project on various streets. (Legal notice is attached). Project was bid as base with six alternates. Base streets are: Blue Ridge Industrial Parkway, Oak Street and Rivergreen Parkway (within business park only). Alternates one through six were priced separately and are as follows: River Summit Trail (from River Summit Drive to cul de sac), Timberbrooke Place, Clearbrooke Way (Highbrooke Trail to cul-de-sac), Stonecroft Way, Moccasin Creek Court and Moccasin Creek Drive.

The city received seven bids for this project; bid tabulation is attached. Base bid and all six alternates are shown. Following an analysis of each bid, plus reference checks by Keck and Wood engineering, staff recommends awarding the 2026 LMIG Paving Project bid (with contingency) to Allied Paving in an amount not to exceed \$1,552,924.45.

Funding for this project will come from State LMIG (Local Maintenance Improvement Grant) from Georgia Dept. of Transportation and 2023 SPLOST Transportation funds.

Previously, Council has approved a budget amendment to accept the LMIG funds and place them in budget to be used for this project. Therefore, staff is only requesting the balance of the 2023 SPLOST Transportation funds needed.

Staff is requesting approval of a budget amendment BA-FY26-39 to add \$58,365 in unallocated 2023 SPLOST Transportation funds to the Transportation/Infrastructure Improvements - Paved Streets - Professional Services line item and \$1,194,346 in unallocated 2023 SPLOST Transportation funds to the Transportation/Infrastructure Improvements - Paved Streets - Repairs & Maintenance - Streets/Sidewalks line item, including associated transfers.

**A motion was made by Councilmember Doss, seconded by Councilmember Park, to award the 2026 LMIG Paving Project bid to Allied Paving, in an amount not to exceed \$1,552,924.45 as presented and authorize the Mayor or City Manager to execute the contract as approved by the City Attorney and further move to approve ordinance BA-FY26-39 as presented.**

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

## 2. EMPLOYEE BENEFITS/INSURANCE RENEWALS

{H}

Ashley Gilder with MSI Benefits came forward to present. The annual review process of the City's Health Benefits was presented during the Employees Benefits and Audit Review Committee held on April 3rd. The Committee and staff recommend changing the City's health plan, Dental and Vision Plans to Anthem. Anthem provided a 55K administrative credit for the first month which bring the overall percentage increase to a 18.4%. There are no changes to the City's FSA (renewing with AdminAmerica) nor Life and Disability (renewing with The Standard).

Being no discussion, Mayor Whitlock called for a motion.

**A motion was made by Councilmember Park, seconded by Councilmember Thomas, to approve contracts for employee benefits as recommended.**

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

## 3. FY25 AUDIT REPORT – MAULDIN AND JENKINS

{I}

Josh Carroll with Mauldin and Jenkins came forward to present. The FY25 audit was presented to the Employees Benefit and Audit Review Committee at it April 3, 2026, meeting by the City's Auditor Josh Carroll, with Mauldin and Jenkins. The audit report includes the City as a whole, the Downtown Development Authority, and the Urban Redevelopment Agency.

The Audit confirms that the city's financial statements were prepared in accordance with generally accepted accounting principles (GAAP). The auditor issued an unqualified or clean opinion meaning in the independent auditor's judgment that the City's financial statements are presented accurately and in compliance with Generally Accepted Accounting Principles (GAAP).

Being no further discussion, Mayor Whitlock called for a motion.

**A motion was made by Councilmember Graeder, seconded by Councilmember Doss, to approve the FY25 Audit Report as presented.**

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

### **VIII. MATTERS FROM DEPT HEADS/CITY ATTORNEY**

#### **1. AUTHORIZATION FOR CONTRACT RENEWAL – REDSPEED {J}**

The Mayor and Council considered approval of a contract with RedSpeed Georgia, LLC., to extend the current school zone enforcement camera program agreement.

Being no further discussion, Mayor Whitlock called for a motion.

**A motion was made by Councilmember Doss, seconded by Councilmember Thomas, to authorize the Mayor and/or City Manager to execute a City Attorney-approved contract with RedSpeed Georgia, LLC., for an initial term of four years and an option to renew for an additional four year term.**

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

### **IX. MATTERS FROM MAYOR & COUNCIL**

- Train viewing platform, Bunten trails and Red Clay theatre progress.

### **X. MATTERS FROM CITY MANAGER**

- Reported on weekend police activity
- Red Clay renovations – demolition underway

## **XI. ADJOURNMENT**

**A motion was made by Councilmember Thomas, seconded by Councilmember Graeder, to adjourn at 6:46 pm.**

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

*The next scheduled meeting of the Mayor and Council is a work session  
for April 27, 2026 at 5:30 p.m.*

KM 4/14/26



**WORK SESSION NOTES  
MAYOR AND COUNCIL  
CITY OF DULUTH, GA  
APRIL 27, 2026**

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

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

**I. PUBLIC COMMENTS**

**1. NOISE COMPLAINT**

Tod and Lynn Madderra of 3385 McClure Bridge Road, Duluth spoke to the Mayor and Council concerning a neighbor who uses lawn equipment that produces loud noise and gas fumes during all hours of the day and late evening. The Mayor and Council directed the staff to look into this matter.

**II. DISCUSSION ITEMS/PRESENTATIONS/UPDATES**

**1. STORMWATER ORDINANCE REVISIONS**

Stormwater Program Administrator Alyssa Gilhooly introduced a discussion on suggested revisions to Chapter 15 of the Duluth Municipal Code regarding stormwater that may allow for writing off uncollectible amounts. In addition, staff will also make recommendations for potential changes to the stormwater fee schedule.

*Staff was directed to develop an ordinance amending the Duluth Code and to place it on a future agenda, and run some calculation scenarios for a fee increase structure to be considered at a future work session.*

**2. HUDGENS TRAIL CONNECTOR**

City Manager James Riker came forward to present.

With the pending development of the Hudgens property, staff and the developer feel it is essential to connect the property to downtown by way of a multi-use trail.

This would allow cyclists and pedestrians to access both origins/destinations and connect the properties in between in a cohesive manner.

Staff recommended using an on-call engineer to conduct an analysis of trail alternatives. Staff presented a simple graphic to introduce some of the options to initiate discussion. A budget amendment would be required.

*Staff was authorized to get costs to move forward with a study.*

### 3. APPALACHIAN MOUNTAIN SERVICES CONTRACT RENEWAL

Appalachian Mountain Services has been a valued partner of the City by ensuring that properties delinquent for more than three years are compliant with property tax obligations. The firm conducts deed research to identify property owners or heirs and works to facilitate payment of outstanding taxes, helping to avoid the need for a tax sale whenever possible. When no response is received, Appalachian Mountain Services assists with coordinating a tax sale at the Gwinnett County Justice Center.

Staff requested that the Mayor and Council consider renewing a contract agreement with Appalachian Mountain Services, Inc. to continue assisting the City with “Sheriff Sales” and the collection of outstanding tax delinquencies. If the City does not collect the tax, there are no fees paid out. If approved, the contract will become effective May 12, 2026.

*Staff was authorized to place this item on the May 11<sup>th</sup> consent agenda.*

### 4. CHANG V. MILTON REQUEST FOR PARTICIPATION IN AMICUS BRIEF

The City of Milton has sent a resolution seeking the City join the amicus brief associated with the ongoing Chang v. Milton case now being heard by the Georgia Court of Appeals.

*Staff was authorized to place this item on the May 11<sup>th</sup> consent agenda.*

### 5. STRATEGIC RETREAT DISCUSSION

The upcoming Strategic Retreat will focus on an evaluation of the vision statement and aspirational goals of the City.

## III. MATTERS FROM MAYOR & COUNCIL

The first budget review session is scheduled for Monday, May 4<sup>th</sup>. Mayor Whitlock explained the process.

#### **IV. ADJOURNMENT**

Meeting adjourned at 6:45 pm.

*The next scheduled meeting of the Mayor and Council is May 11, 2026 at 6:00 p.m.*

DRAFT

**CONTRACT FOR THE COLLECTION OF DELINQUENT  
AD VALOREM TAXES FOR  
CITY OF DULUTH, GEORGIA**

State of Georgia  
County of Gwinnett

THIS AGREEMENT, stated by and between:

**CITY OF DULUTH, GEORGIA**

Hereinafter referred to as "City", and

**APPALACHIAN MOUNTAIN SERVICES, INC.  
1805 Herrington Road, Building 1, Suite B  
Lawrenceville, Georgia 30043**

Hereinafter referred to as "Appalachian". This agreement shall be known as the "Collection Agreement".

**WHEREAS**, the City is engaged in the billing and collection of real property and personal property ad valorem taxes, and is desirous of obtaining the services of Appalachian in an effort to quickly and efficiently collect delinquent ad valorem taxes without any additional cost to those citizens of the City who have timely submitted and paid their respective tax liabilities, and;

**WHEREAS**, Appalachian has submitted its proposal to assist the City with the collection of its valid and outstanding tax delinquencies with a program of payment of its fees from the additional statutory charges, which may be levied against the delinquent tax payer and the respective property, without the City incurring costs for the services performed by Appalachian, and;

**WHEREAS**, the proposal of such services was submitted to the Mayor, Council, and City Attorney for review and approval by all necessary parties, and;

**WHEREAS**, the use of the services provided by Appalachian will result in a concentrated effort to collect the delinquent taxes without the necessity of adding additional staff to the City payroll or additional equipment cost, and is expected to improve the City's tax collection ratio.

**NOW, THEREFORE**, in consideration of mutual benefits flowing between the parties to this agreement, it is hereby agreed between the parties as follows:

**1. Obligations of the City**

The City agrees to assist Appalachian in its task of fairly, quickly, and efficiently collecting and returning the outstanding tax obligations owed to the City. To accomplish this goal, the City agrees to the stipulations set out in this section. The City will supply Appalachian with a list of accounts that it wishes to collect upon. It is understood that Appalachian will act in reliance on the accuracy of the information provided by the City, and Appalachian is instructed to accept said list as a true and correct representation of the status of the respective accounts as shown on the tax records of the City. Appalachian will accept the list as presented, and immediately begin the Pre-Levy portion of the collection process. The City agrees to provide the following information:

- (a) Information concerning each delinquent ad valorem tax bill, to include the correct name and address of the owner of record, in an acceptable Excel spreadsheet format. The acceptability of the data shall be at the sole discretion of Appalachian.
- (b) The correct Map and Parcel identification number of delinquent tax bills associated with real property, account number of delinquent personal property tax bills or, prebill number of delinquent mobile home bills.
- (c) A copy of the respective tax execution (FiFa) for each delinquent tax bill turned over to Appalachian for collection.
- (d) At the time that an account is turned over to Appalachian for collection, the City must flag the respective account in its computer system to ensure that the applicable penalties, interest charges, and collection fees are added to the amount owed and collected by the City. Any collection fee collected by the City and owing to Appalachian will be disbursed to Appalachian on a monthly basis. At the end of each month, the City will notify Appalachian of the total amount of Appalachian's fees collected during the month. After receiving such notification, Appalachian will submit an invoice to the City for payment. Payment shall be made by the City within thirty (30) days of the date of invoice.
- (e) With the exception of any legally privileged information submitted by taxpayers to the City, the City will provide Appalachian with complete access to its tax and real estate records, to include mapping and prior tax appeals records.

- (f) In the event Appalachian receives a request from the taxpayer to provide copies of relevant tax records as verification of the debt—such as executions, assessment records, or tax bills—the City agrees to assist Appalachian in providing such documentation to the taxpayer without charge.
- (g) The City will promptly notify Appalachian when it receives any notice of filing of a debtor's petition in bankruptcy that affects the collection of a particular account or accounts. Upon receipt of this information, Appalachian will immediately cease any further collection effort on this account until notified by the City of the dismissal or discharge of the bankruptcy proceedings, or a relief from the stay granted in favor of the City. As part of the proof of claim filed by the City in the bankruptcy case, the City will include any costs owing to Appalachian as part of the total amount owed on the tax claim, as allowed by the court. Upon recovery of the same, Appalachian will be entitled to receive its normal fee from the collection.
- (h) When and if necessary, other City departments will cooperate with the respective City officials to ensure accurate and up to date information is provided to Appalachian.

## **2. Legal Representation**

The City will represent itself in all legal challenges or actions involving the collection of delinquent accounts. In the event a lawsuit is filed seeking to prevent the collection of any account, or to otherwise halt or restrain the collection of said account, Appalachian will, upon request, turn over to the City a copy of its full file, detailing its collection efforts to date.

## **3. Obligations of Appalachian**

Appalachian will accept the list given to it by the City in accordance with Section 1(a) of the Collection Agreement, and will coordinate with the City to use its best efforts in effectuating the Pre-Levy collection process. All efforts will be in accordance with approved collection procedures and all other applicable state and federal laws.

During the Pre-Levy collection process, Appalachian may mail dunning letters to give notice of the tax delinquency to the owner of record in an effort to collect on the account without the necessity of levy and sale of the property. Appalachian will begin the process of verification and skip tracing as needed. If required, a minimum of one (1) dunning letter will be sent to the owner of record in the data provided by the City to Appalachian.

In the event that the tax account is not paid to the City during the Pre-Levy collection process, Appalachian agrees, upon receipt of instruction from the City, to commence its Levy collection process. Such process may result in a levy on the property and sale of the same to satisfy the tax liability.

During the Levy collection process, Appalachian shall, when necessary:

- (a) Run a computerized search of the bankruptcy records under the owner of the property as listed in the county tax assessor's records.
- (b) Conduct an examination of the real estate records of the county to determine the present ownership of the property and all parties entitled to receive notice of the impending tax sale.
- (c) Prepare and mail a notice of levy to the defendant in FiFa, current record holder, current mortgage holder, and all other lien holders.
- (d) Conduct a diligent search of the general execution docket of the county in which the City sits.
- (e) Coordinate with the appropriate legal organ to ensure statutory advertisement of the impending sale.

In the event the City elects to proceed with the levy and sale of property, Appalachian will supply the necessary information to the person authorized to conduct the tax sale.

#### **4. Payment of Services Rendered**

It is the intent of Appalachian that its collection services not be an expense chargeable to the City's taxpayers who pay their taxes in a timely manner, and that services rendered by Appalachian are paid by its collection efforts. All of Appalachian's collection fees will be paid from the added administrative and collection cost portion of the tax bill, in accordance with and as permitted by the laws of the State of Georgia. At no time will any fee or cost be assessed above the maximum allowed by law.

The following is an outline of the fee and cost schedule agreed to by the parties:

- (a) **Collection Cost:** For all accounts turned over to Appalachian during the Pre-levy collection process, Appalachian will be paid \$65.00 for any parcel that has delinquent ad valorem taxes greater than \$10.00.
- (b) **Limited Title Search:** For all accounts turned over to Appalachian during the Levy collection process, Appalachian will be paid \$205.00 for title research, Certified Mail processing and handling, and due diligence costs,

in addition to the Collection Cost in Section 4(a) for all accounts for a total of \$270.00. Property posting and after sale deed preparation and Notice of Sale letters are included.

- (c) **Additional Limited Title Search Cost:** In the event that an account is turned over to Appalachian for an additional Levy collection process, the cost specified in section 4(b) shall be added for each additional Levy collection process.

#### **5. Payments Made by Taxpayers**

It is intended that all payments made by the taxpayers or other interested parties on these accounts shall be made directly to the City and not to Appalachian. Under no circumstance will Appalachian accept any tax payment.

#### **6. Cost incurred by the City**

The City is responsible for recovering costs incurred for legal advertisement, Sheriff's services, recording fees, and copying charges.

#### **7. Entire Agreement**

This agreement constitutes the sole and only agreement between the parties. This written agreement correctly sets forth the obligations of all parties involved as of the date of this contract. Any supplementation or modification of this agreement must be in writing and signed by both parties.

#### **8. Term**

The Collection Agreement shall begin on the date this document is executed below, and continue for one year. This agreement will self-renew unless otherwise terminated. Either party may terminate this agreement, without cause, by providing thirty (30) days written notice of intent to terminate to the other party by certified mail. All collection efforts assigned at the time of termination shall immediately cease. Any costs in favor of Appalachian applied to accounts prior to the termination of this agreement shall remain in place and be payable to Appalachian upon collection by the City in accordance with section 1(d) of the Collection Agreement.

#### **9. Miscellaneous**

The section headings of this agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof. The laws of the State of Georgia shall govern this agreement. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neutral gender shall

include all genders, as the context may require, and the term "person" shall include an individual, corporation, association, partnership, trust, organization and/or governing body. Invalidity of any one or more of the provisions of the Collection Agreement shall not affect the validity of the remainder of this agreement, which shall remain in full force and effect.

#### 10. Compliance with Immigration Laws & Regulations

10.1 The Contractor shall be responsible for complying with the GA Security and Immigration Compliance Act of 2006 (O.C.G.A. §13-10-90 & §13-10-91) and the Rules of the GA Department of Labor implementing the GA Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accordance with these provisions, the Contractor shall complete attached E-Verify form.

10.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. §13-10-91(b).

10.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

10.4 Pursuant to O.C.G.A. §50-36-1, proposer shall provide information regarding citizenship status and shall complete and file with the City the Citizenship Status Affidavit.

10.5 The failure to abide by the provisions and agreements set forth in this Subsection 10 shall constitute a breach and default of this contract.

So, agreed and Executed in Duplicate Original on \_\_\_\_\_, 2026.

#### City of Duluth, Georgia

By: \_\_\_\_\_  
Greg Whitlock, Mayor

Attest: \_\_\_\_\_  
Teresa Lynn, City Clerk

#### Appalachian Mountain Services, Inc.

By:  \_\_\_\_\_  
Ken Nealy, President COO

**RESOLUTION OF THE CITY OF DULUTH, GEORGIA**  
**AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF**  
**MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF**  
**WARRANTED, THE GEORGIA SUPREME COURT**

**WHEREAS**, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

**WHEREAS**, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

**WHEREAS**, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

**WHEREAS**, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

**WHEREAS**, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

**WHEREAS**, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

**WHEREAS**, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 224 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

**WHEREAS**, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

**WHEREAS**, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

**WHEREAS**, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

**WHEREAS**, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

**WHEREAS**, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

**WHEREAS**, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DULUTH, GA, that:**

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DULUTH, GEORGIA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

March 30, 2026

PI No. 0021590, Gwinnett County  
SR 120/Pine Needle Drive/Irvingdale Road Multi-Use Trail

Honorable Mayor Greg Whitlock  
City of Duluth  
3167 Main Street  
Duluth, GA 30096  
Attention: Margie Pozin, Director of Community Development & Engineering

Dear Mayor Greg Whitlock:

Attached is the Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. An electronic copy of the fully executed agreement will be sent for your project file. As referenced in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Felecia Basolo, at 770-263-5945.

Sincerely,

A handwritten signature in blue ink that reads "Kimberly W. Nesbitt".

Kimberly W. Nesbitt  
State Program Delivery Administrator

*CV* *FB*

KWN:CCV:MSL:FAB  
Attachment(s)

cc: Honorable Robert L. Brown, Jr., State Transportation Board Member, Congressional District 4  
Albert V. Shelby III, Director of Program Delivery  
Jason Dykes, District 1 Engineer  
Justin Lott, District 1 Preconstruction Engineer  
Elizabeth Johnson, District 1 Planning & Programming Liaison

**PROJECT FRAMEWORK AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF DULUTH  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

Please indicate which Catalog of Federal Domestic Assistance Number (CFDA) applies to this Agreement (Check only one):

- ☒ CFDA # 20.205 - Highway Planning and Construction
- ☐ CFDA # 20.219 - Recreational Trails Program
- ☐ Not Applicable – 100% State Programmed Funds

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this \_\_\_\_\_ (the “Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF DULUTH, GEORGIA, hereinafter called "SPONSOR" (the “Agreement”). The DEPARTMENT and the SPONSOR may sometimes be referred to individually as the “PARTY” and collectively as the “PARTIES”.

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit A, attached and incorporated herein by reference, identified as PI # 0021590 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the SPONSOR hereby agree each with the other as follows:

1. The SPONSOR has applied for and received “Qualification Certification” to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the SPONSOR (current expiration date: 3/31/2030) to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT’S current versions of Local Administered Project Manual, the DEPARTMENT’S Plan Development Process (hereinafter referred to as “PDP”), Electronic Data Guidelines, Plan Presentation Guide, and any other applicable DEPARTMENT guidance.

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as “PE”, as specified in Exhibit A. SPONSOR shall contribute to the PROJECT by funding those PROJECT costs as set out in Exhibit A.

3. The funding portion as identified in Exhibit A of this Agreement only applies to the PE. Further, the

SPONSOR may be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities, or cancellation of the PROJECT by the SPONSOR without concurrence by the Federal Highway Administration (FHWA).

4. The SPONSOR shall accomplish the PE activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost-effective PROJECT. Failure to follow all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the SPONSOR to make up the loss of that funding.

5. The primary consultant firm or subconsultants hired by the SPONSOR to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the SPONSOR with a list of prequalified consultant firms in the appropriate area-classes. If there is federal-aid highway program funding participation, the SPONSOR shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to 23 C.F.R. Part 172 and the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there is no federal-aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

6. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT let and/or State Route (On-System) projects; the SPONSOR shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT. If the SPONSOR will let the PROJECT to construction on off-system routes, the SPONSOR shall be responsible for all railroad coordination and shall address concerns, comments, and requirements to the satisfaction of the railroad and the DEPARTMENT for the PROJECT.

7. The DEPARTMENT reserves the right to review and approve all aspects of the PROJECT provided, however, this review and approval authority does not relieve the SPONSOR of its responsibilities under the terms of this Agreement.

8. The SPONSOR agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, notes, and any other data, materials, and deliverables (for purposes of this Section 8, the "Documents and Data") prepared by or for SPONSOR under the terms of this Agreement shall become the exclusive property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. The SPONSOR shall deliver a printed hardcopy with an electronic copy of the Documents and Data to the DEPARTMENT upon request, but no later than the advertisement of the PROJECT for letting. The hardcopy of the Documents and Data shall be organized, indexed, and bound, and the electronic copy shall be delivered in a compatible format as instructed by the DEPARTMENT. In the event the PROJECT is not being let by the DEPARTMENT, the DEPARTMENT shall have the right to use the Documents and Data without restriction or limitation and without compensation to the SPONSOR.

9. The SPONSOR shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the SPONSOR pursuant to this Agreement. The SPONSOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the SPONSOR to address the errors, omissions or deficiencies within 30 days of notification shall cause the SPONSOR to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The SPONSOR shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf

of the SPONSOR pursuant to this Agreement.

10. INSURANCE. The SPONSOR shall provide insurance under this Agreement as follows:

a. It is understood that the SPONSOR (*select the applicable statement*):

☒ shall obtain coverage from SPONSOR's private insurance company or cause SPONSOR's consultant/contractor to obtain coverage

OR

☐ is self-insured.

Prior to beginning the work, the SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 10 of the Agreement.

b. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

i. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

ii. Professional Liability (Errors and Omissions) Insurance with limits of at least:

- a) For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- b) For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
- c) For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
- d) Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

iii. Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

c. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

d. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of DEPARTMENT as certificate holder.
- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

e. Waiver of Subrogation. There is no waiver of subrogation rights by either PARTY with respect to

insurance.

- f. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

11. Compensation; Invoicing and Payment.

- a. It is understood and agreed that the total estimated PE cost for the PROJECT is Eight Hundred Sixty Thousand Dollars and Zero Cents (\$860,000.00).
- b. It is agreed that the total maximum reimbursable amount the DEPARTMENT will pay is Six Hundred Eighty-Eight Thousand Dollars and Zero Cents (\$688,000.00). The DEPARTMENT will reimburse at eighty percent (80%) up to the total maximum reimbursable amount, which is the DEPARTMENT'S maximum obligation.
- c. The SPONSOR shall be responsible for all amounts in excess of the total maximum reimbursable amount.
- d. The SPONSOR should submit invoices to the DEPARTMENT on a monthly basis to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Upon approval of each submitted invoice, the DEPARTMENT shall make payment to the SPONSOR as the work progresses, but not more often than once a month, until the work is completed, or the DEPARTMENT has met its total maximum obligation set forth in this Section 11.

12. EXHIBITS, ATTACHMENTS & APPENDICES. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

EXHIBIT A – Project Financial Report (PFR)

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit

APPENDIX B – Sexual Harassment Prevention Policy Compliance

APPENDIX C – Certification of CITY OF DULUTH Drug Free Workplace

APPENDIX D – Certification of Compliances

APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation

APPENDIX G – Reserved

13. COMPLIANCE WITH APPLICABLE LAWS

a. The undersigned, on behalf of SPONSOR, certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

c. SPONSOR has read and understands the regulations for State Audit Requirement as stated in Appendix D of this Agreement (“Certification of Compliances”) and will comply in full with said provisions of O.C.G.A. § 36-81-7.

d. By execution of this Agreement, the undersigned certifies on behalf of the SPONSOR under penalty of law that the SPONSOR is in compliance with the service delivery strategy law (O.C.G.A. Sections 36-70-20 *et seq.*) as stated in Appendix D and is not debarred from receiving financial assistance from the State of Georgia.

e. SPONSOR hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, SPONSOR and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (“IRCA”), as stated in Appendix A of this Agreement (“Georgia Security and Immigration Compliance Act Affidavit”).

g. SPONSOR hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 *et seq.*); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. § 34-6A-1 *et seq.*); and the Sex Discrimination in Employment (O.C.G.A. § 34-5-1 *et seq.*). SPONSOR further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h. The SPONSOR acknowledges and agrees that it shall require its contractors and subcontractors to comply with the State of Georgia’s Sexual Harassment Prevention Policy, as stated in Appendix B of this Agreement.

i. The SPONSOR acknowledges and agrees that it is, and shall at all times be, in compliance with O.C.G.A. § 50-36-4(b), O.C.G.A. § 35-1-17 *et seq.*, and O.C.G.A. § 36-80-23(b) relating to “Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation” as stated in Appendix F of this Agreement.

j. SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

14. NOTICE. The telephone numbers, contact persons, and mailing addresses listed below for the DEPARTMENT’s and the SPONSOR’s representatives may be changed during the term of this Agreement by written notification to the other PARTY. Notices given pursuant to this Agreement shall be in writing and shall be to the DEPARTMENT or SPONSOR by delivering them in person, via email, or by depositing it in the U.S. mail postage prepaid, addressed to the parties as follows:

DEPARTMENT

Name: Kimberly W. Nesbitt  
Title: State Program Delivery Administrator  
600 West Peachtree Street, NW,  
25th Floor  
Atlanta, Georgia 30308  
Telephone#: (404) 631-1575

SPONSOR

Name: Margie Pozin  
Title: Director of Community Development &  
Engineering  
3167 Main Street  
Duluth, GA 30096  
Telephone#: (678) 957-7284

In the event that any of the above identified individuals are no longer serving at their identified position, any notices, requests, demands and other communications shall be sent to the current individual in the position. If any of the above identified positions no longer exist, any notices, requests, demands and other communications shall be sent to an equivalent position within the PARTY, as identified by the PARTY.

15. COST ESTIMATE. SPONSOR shall provide to GDOT for its review a preliminary Right of Way (ROW) cost estimate. The preliminary ROW cost estimate must be completed by firms or individuals currently approved and on GDOT's prequalified consultant for the C-9 discipline for ROW. To be approved for the C-9 discipline, firms or individuals must comply with and meet the documentation and experience requirements as set forth more fully in . <https://www.dot.ga.gov/GDOT/pages/rightofway.aspx>. SPONSOR is advised that the C-9 discipline and all other applicable prequalifications must be current prior to the commencement of this work and throughout the term of the Agreement.

16. MISCELLANEOUS.

a. Amendment. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES and incorporated in and by reference made a part hereof.

b. Governing Law. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

c. Continuity. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES hereto.

d. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.

e. Non-Waiver. No failure of any PARTY to exercise any right or power given to such PARTY under this Agreement, or to insist upon strict compliance by another PARTY with the provisions of this Agreement, and no custom or practice of any PARTY at variance with the terms and conditions of this Agreement, will constitute a waiver of any PARTY 's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.

f. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

h. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

i. Interpretation. The PARTIES stipulate that for good business reasons, each has determined to negotiate, and each PARTY has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either PARTY because it drafted a particular provision, or the provision was for the PARTY's benefit, or the PARTY enjoyed a superior bargaining position.

j. Authority/Signature. The individual signing this Agreement on behalf of each PARTY represents that (s)he has the actual authority to sign this Agreement on behalf of such PARTY, and to bind such PARTY to the terms and conditions of this Agreement.

k. Entire Agreement. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto. No member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES ARE ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, said PARTIES have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

**CITY OF DULUTH, GEORGIA**

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_ (Seal)  
Name: Mayor Greg Whitlock

This Agreement, approved by CITY OF DULUTH,  
on \_\_\_\_\_ (date).

Attest:

Attest :

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Name and Title

58-6002457  
Federal Employer Identification Number:

## EXHIBIT A Project Financial Report

### Georgia Department of Transportation Project Financial Report (PFR)

Processed Date: Mar-09-2026 11:17:54 AM

**Project:** 0021590

|                          |                                                             |
|--------------------------|-------------------------------------------------------------|
| Description:             | SR 120/PINE NEEDLE DRIVE/IRVINGDALE<br>ROAD MULTI-USE TRAIL |
| Project Manager Name:    | Basolo, Felecia                                             |
| Office:                  | Program Delivery                                            |
| Counties:                | Gwinnett                                                    |
| Congressional Districts: | 004                                                         |

#### Engineer Estimates

| Activity                               | Original | Current | Change | % Change | Original Cost Est Date | Current Cost Est Date |
|----------------------------------------|----------|---------|--------|----------|------------------------|-----------------------|
| No Engineered Estimates Data Available |          |         |        |          |                        |                       |

#### Programmed Funds

| Activity | Fund Code | Activity Status      | Federal Funding       | AC Funding    | State Funding | Local Funding         | Total Funding         |
|----------|-----------|----------------------|-----------------------|---------------|---------------|-----------------------|-----------------------|
| CST      | Y300      | PRECST               | \$4,075,494.40        | \$0.00        | \$0.00        | \$1,018,873.60        | \$0.00                |
|          |           | <b>CST Subtotal:</b> | <b>\$4,075,494.40</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$1,018,873.60</b> | <b>\$5,094,368.00</b> |
| PE       | Y300      | PRECST               | \$688,000.00          | \$0.00        | \$0.00        | \$172,000.00          | \$0.00                |
|          |           | <b>PE Subtotal:</b>  | <b>\$688,000.00</b>   | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$172,000.00</b>   | <b>\$860,000.00</b>   |
| ROW      | Y300      | PRECST               | \$625,280.00          | \$0.00        | \$0.00        | \$156,320.00          | \$0.00                |
|          |           | <b>ROW Subtotal:</b> | <b>\$625,280.00</b>   | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$156,320.00</b>   | <b>\$781,600.00</b>   |
| UTL      | Y300      | PRECST               | \$80,000.00           | \$0.00        | \$0.00        | \$20,000.00           | \$0.00                |
|          |           | <b>UTL Subtotal:</b> | <b>\$80,000.00</b>    | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$20,000.00</b>    | <b>\$100,000.00</b>   |
|          |           | <b>TOTALS:</b>       | <b>\$5,468,774.40</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$1,367,193.60</b> | <b>\$6,835,968.00</b> |

#### Project Accounting

**THIS REFLECTS THE CURRENT TIP/STIP OR PE COST ESTIMATE BREAKDOWN AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.**



**APPENDIX A  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

|                                       |                                                                         |
|---------------------------------------|-------------------------------------------------------------------------|
| <b>P.I.# and Project Description:</b> | PI 0021590 and SR 120/Pine Needle Drive/Irvingdale Road Multi-Use Trail |
| <b>Sponsor Name:</b>                  | City of Duluth                                                          |
| <b>Sponsor Address:</b>               | 3167 Main Street<br>Duluth, GA 30096                                    |

**SPONSOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned person or entity will continue to use the federal work authorization program throughout the contract period and the undersigned person or entity will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). The undersigned person or entity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

139745

Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

4/10/2017

Date of Authorization

City of Duluth

Name of Sponsor

**I hereby declare under penalty of perjury that the foregoing  
is true and correct**

Greg Whitlock

Printed Name (of Authorized Officer or Agent)

Mayor

Title (of Authorized Officer or Agent)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

## **APPENDIX B**

### **SEXUAL HARASSMENT PREVENTION POLICY COMPLIANCE**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

A. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/Statewide-Sexual-Harassment-Prevention-Policy>;
- b. Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
- c. Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

B. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- a. Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <https://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issuedstatewide-policies/sexual-harassment-prevention-policy>;
- b. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <https://doas.ga.gov/human-resources-administration/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

C. Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

**APPENDIX C  
CERTIFICATION OF CITY OF DULUTH  
DRUG-FREE WORKPLACE**

I hereby certify that I am a duly authorized representative of the City of Duluth whose address is 3167 Main Street, Duluth, GA 30096 and it is also certified that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for SPONSOR's employees during the performance of the contract; and
3. Each subcontractor hired by SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX D  
CERTIFICATION OF COMPLIANCES**

I hereby certify that I am the duly authorized representative of the City of Duluth whose address is 3167 Main Street, Duluth, GA 30096, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 et seq. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 et seq.

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of SPONSOR having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of SPONSOR for each fiscal year of SPONSOR.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of SPONSOR. Those units of SPONSOR not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX E**  
**TITLE VI INTRODUCTION**

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by the SPONSOR official if it has not been signed.

## TITLE VI ACKNOWLEDGEMENT FORM

The City of Duluth assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The City of Duluth assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

---

Mayor Greg Whitlock

---

Date

### **Citations:**

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

### **Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability**

The 1970 Uniform Act (42 USC 4601)  
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The  
1973 Federal-aid Highway Act (23 USC 324)  
The 1975 Age Discrimination Act (42 USC 6101) Implementing  
Regulations (49 CFR 21 & 23 CFR 200) Executive Order 12898 on  
Environmental Justice (EJ) Executive Order 13166 on Limited  
English Proficiency (LEP)

**NOTICE TO SPONSOR  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this contract, the SPONSOR, the City of Duluth, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the SPONSOR shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies;
- and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SPONSOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SPONSOR may request the State to enter into such litigation to protect the interests of the state and, in addition, the SPONSOR may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX F

### **CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the SPONSOR, certifies that the SPONSOR:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the SPONSOR shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

---

Signature of Authorized Officer or Agent

---

Printed Name of Authorized Officer or Agent

---

Title of Authorized Officer or Agent

---

Date

## **APPENDIX G**

### **Reserved**

**ORDINANCE  
CITY OF DULUTH**

**WHEREAS**, the City Council of the City of Duluth has adopted a Stormwater Ordinance for the benefit of the public; and

**WHEREAS**, the City Council desires to authorize the City Manager to make decisions regarding the collection of unpaid stormwater user fees;

**NOW THEREFORE**, the City Council of the City of Duluth hereby ordains that the City of Duluth Municipal Code is hereby amended by deleting in its entirety Section 15-20, Chapter 15, Article II and replacing said subsection with the following:

**Sec. 15-20. - Stormwater user fee billing, delinquencies, collections and rates.**

*(a) Billing.*

(1) A bill for stormwater user fee charges may be sent through the United States Postal Service or by alternative means, notifying the owner of the property being billed of the amount of the stormwater user fee charge, less credits, the date the payment is due and the date when payment is past due.

(2) The city council authorizes the city clerk to bill and collect the Duluth Stormwater User Fee Charge as part of the property/ad valorem tax bill. The city council further authorizes the city clerk to charge and collect penalties and interest as set forth in subsection (b) of this section.

(3) If a bill for a stormwater user fee charge for a particular parcel is generated, failure of the customer to receive the bill shall not be justification for nonpayment.

(4) Regardless of the party to whom the bill is initially directed, the owner of the property, as identified from the public land records of Gwinnett County, shall be obligated to pay the appropriate stormwater user fee charge for that property and any interest and/or penalties that have accrued.

(5) If a property is unbilled, or if no bill is sent for a particular tract of improved property, the Duluth Stormwater Utility may back bill for a period of up to one (1) year, but shall not be entitled to any interest or any penalty charges during the back billed period.

*(b) Delinquencies and collection.*

(1) A penalty or late charge in the amount of ten (10) percent of the base amount due and unpaid ninety (90) days after the due date shall be assessed against the customer.

(2) In addition to the penalty stated above, interest in the amount of one (1) percent per month shall accrue on all unpaid amounts beginning December 16 of the year in which the payment is due.

(3) The city shall assess all costs of collection, including attorneys' fees and court costs, against the property owner.

(4) Unpaid stormwater user fee charges shall be collected in any manner permissible by state law, including but not limited to: utilizing the services of a collection agency, by filing suit to collect on an unpaid account, or by using all methods allowed by state law to collect on any judgment obtained, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a writ of fieri facias (FiFa) issued, the unpaid user fee charge shall not constitute a direct lien against the owner and/or the property. **The City Manager shall have discretion to make decisions regarding collection of unpaid user fees based upon the cost of collection, the duration of time passed since the fee was incurred and the likelihood of successful collection.**

**IT IS SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_ 2026.**

\_\_\_\_\_  
Mayor Greg Whitlock

Those councilmembers voting in favor:

\_\_\_\_\_  
Sarah Park, Post 1

\_\_\_\_\_  
Marline Thomas, Post 2

\_\_\_\_\_  
Kenneth Lamar Doss, Post 3

\_\_\_\_\_  
Manfred Graeder, Post 4

\_\_\_\_\_  
Shenée Holloway, Post 5

Those councilmembers voting in opposition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Teresa Lynn, Asst. City Mgr/City Clerk

| 2025 Insolvent Tax Write Offs |      |                                           |                                    |            |           |            |                                                                                                                                                |
|-------------------------------|------|-------------------------------------------|------------------------------------|------------|-----------|------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Parcel ID                     | Year | Name                                      | Location Address                   | Base Amt   | Pen & Int | Write Off  | Reason For Write Off                                                                                                                           |
| B201615858                    | 2024 | Bauerfiend USA INC                        | 3280 Summit Ridge Parkway          | \$1,002.04 | \$8.12    | \$1,010.16 | Noted that they moved out of Duluth to Lawrenceville in 2018 (now in Forsyth County)                                                           |
| B202142939                    | 2024 | Dash Hall                                 | 2715 Buford Hwy Ste 1000           | \$39.31    | \$13.69   | \$53.00    | Closed 2023. NAU LLC which is business in this space.                                                                                          |
| B201308                       | 2023 | Duluth Autos & Emissions                  | 4178 Duluth Hwy                    | \$30.46    | \$14.09   | \$44.55    | Failed to renew since 2018.Separate Emissions business in with an autoshop that ceased operations.                                             |
| B201308                       | 2024 | Duluth Autos & Emissions                  | 4178 Duluth Hwy                    | \$30.46    | \$10.61   | \$41.07    | Failed to renew since 2018.Separate Emissions business in with an autoshop that ceased operations.                                             |
| B201821749                    | 2023 | Empire Auto Repair                        | 3426 Buford Hwy Ste 202B           | 288.31     | \$131.06  | 419.37     | Closed in 2023 V& M Auto now in space B202567151                                                                                               |
| B201821749                    | 2024 | Empire Auto Repair                        | 3426 Buford Hwy Ste 202B           | 288.31     | \$83.90   | 372.21     | Closed in 2023 V& M Auto now in space B202567151                                                                                               |
| B201821749                    | 2025 | Empire Auto Repair                        | 3426 Buford Hwy Ste 202B           | 288.31     | \$9.54    | 297.85     | Closed in 2023 V& M Auto now in space B202567151                                                                                               |
| B201719580                    | 2024 | Fancy Flutter                             | 2730 N Berkeley Lake RD Ste 1104   | 38.39      | \$13.38   | 51.77      | Closed in 2022 should not be billed for 2024                                                                                                   |
| B201826936                    | 2023 | GA Quality Auto Sales                     | 3562 Buford Hwy Ste 104            | 31.84      | \$14.22   | 46.06      | Found vacant 6/28/23 Los Amigos Upholstery now in space B202357174                                                                             |
| B201826936                    | 2024 | GA Quality Auto Sales                     | 3562 Buford Hwy Ste 104            | 31.84      | \$8.99    | 40.83      | Found vacant 6/28/23 Los Amigos upholstery now in space B202357174                                                                             |
| B201931740                    | 2024 | Hello Rainbow                             | 3550 W Lawrenceville St Ste 330    | 92.83      | \$25.44   | 118.27     | Closed 2/1/2024 Social Peach was in space B202567090 until March 2026                                                                          |
| B202353274                    | 2023 | Herrerias Painters LLC                    | 326 Paces Common Dr                | 1480.72    | \$661.14  | 2141.86    | Home Business closed 12/27/2023                                                                                                                |
| B202353274                    | 2024 | Herrerias Painters LLC                    | 326 Paces Common Dr                | 1480.72    | \$417.86  | 1898.58    | Home Business closed 12/27/2023                                                                                                                |
| B202353274                    | 2025 | Herrerias Painters LLC                    | 326 Paces Common Dr                | 1480.72    | \$37.02   | 1517.74    | Home Business closed 12/27/2023                                                                                                                |
| B201933207                    | 2023 | Home Décor Liquidators LLC                | 4187 Pleasant Hill Road Ste 200    | 100.49     | \$44.87   | 145.36     | Ceased Operations 12/31/2023                                                                                                                   |
| B201933207                    | 2024 | Home Décor Liquidators LLC                | 4187 Pleasant Hill Road Ste 200    | 94.01      | \$26.53   | 120.54     | Ceased Operations 12/31/2023                                                                                                                   |
| B201932899                    | 2024 | Homestar Financial Corp                   | 4227 Pleasant Hill Road #14        | 48.74      | 16.98     | 65.72      | Closed 11/17/2023 should not be billed for 2023 or 2024 Nvestfit, LLC opened 3/31/2026                                                         |
| B201932899                    | 2025 | Homestar Financial Corp                   | 4227 Pleasant Hill Road #14        | 38.85      | 3.54      | 42.39      | Closed 11/17/2023 should not be billed for 2023 or 2024 Nvestfit, LLC opened 3/31/2026                                                         |
| B202245673                    | 2024 | Ihydrate                                  | 2810 PIB Ste D                     | 34.07      | 9.34      | 43.41      | Closed in 2023 Wellness Solution 360 now in space B202245712                                                                                   |
| B202245674                    | 2023 | Instant Systems Integration INC           | 3609 Clearbrooke Way               | 26.2       | 11.7      | 37.9       | Home Business moved to Sugarloaf Pkwy in 2022 outside city limits                                                                              |
| B202245674                    | 2024 | Instant Systems Integration INC           | 3609 Clearbrooke Way               | 26.2       | 7.39      | 33.59      | Home Business moved to Sugarloaf Pkwy in 2022 outside city limits                                                                              |
| B202034054                    | 2023 | JD Cleaning Enterprises                   | 2060 Hailston Dr                   | 21.75      | 9.71      | 31.46      | Home Business failed to renew for 2023                                                                                                         |
| B202034054                    | 2024 | JD Cleaning Enterprises                   | 2060 Hailston Dr                   | 21.75      | 6.12      | 27.89      | Home Business failed to renew for 2023                                                                                                         |
| B202034056                    | 2024 | Jose Martin Immigration Law               | 4255 Prince Charles Dr             | 41.27      | 14.37     | 55.64      | Home business closed in 2021 should not be billed in 2024                                                                                      |
| B202461610                    | 2024 | Jini & You 5 LLC                          | 2590 Peachtree Ind Blvd Ste H      | 377.73     | 131.61    | 509.34     | Sold to new owners in 2023 current owners in space Wing Max B413426 county deactivated                                                         |
| B201821785                    | 2024 | La Brasa Rustica                          | 4175 Pleasant Hill                 | 368.17     | 125.28    | 493.45     | Found vacant 1/16/2025 Guttled and Renovated into Wendy's                                                                                      |
| B201821785                    | 2025 | La Brasa Rustica                          | 4175 Pleasant Hill                 | 368.17     | 12.19     | 380.36     | Found vacant 1/16/2025 Guttled and Renovated into Wendy's.                                                                                     |
| B202461602                    | 2025 | Lenel's Hair                              | 3940 PIB Ste B                     | 89.09      | 2.95      | 92.04      | Closed 11/1/2024 GG Hair now in location B202674890                                                                                            |
| B202034031                    | 2023 | Lopez Granite Design                      | 2945 Buford Hwy                    | 276.56     | 127.8     | 403.99     | Closed 7/18/2024 per code enforcement                                                                                                          |
| B202034031                    | 2023 | Lopez Granite Design                      | 2945 Buford Hwy                    | 276.56     | 96.23     | 372.42     | Closed 7/18/2024 per code enforcement                                                                                                          |
| B202353252                    | 2023 | MMT Wellness                              | 3262 Heritage Walk Ln              | 276.65     | 97.13     | 373.78     | Closed 12/12/2023 Home Business failed to renew                                                                                                |
| B202353252                    | 2024 | MMT Wellness                              | 3262 Heritage Walk Ln              | 276.65     | 10.18     | 265.83     | Closed 12/12/2023 Home Business failed to renew                                                                                                |
| B201821750                    | 2024 | Neautotek Inc                             | 3426 Buford Hwy Ste A              | 163.19     | 47.38     | 210.57     | Closed 12/31/2023 K Tire now in space B202569108                                                                                               |
| B20181750                     | 2025 | Neautotek Inc                             | 3426 Buford Hwy Ste A              | 117.26     | 3.88      | 121.14     | Closed 12/31/2023 K Tire now in space B202569108                                                                                               |
| B361343                       | 2024 | Nutrition Depot                           | 3549 PIB                           | 262.04     | 73.95     | 335.99     | Closed 8/13/2024 Owner passed away. HongKong Bakery & Dim Sum opened 12/1/2025                                                                 |
| B2019316                      | 2019 | Old name Brazilian Wax and Spa by Claudia | 3455 PIB Ste 860                   | 137.77     | 78.72     | 216.49     | Rio Body Wax current owners and are paying.Tax Bills were duplicated paid/split under old number B202353296                                    |
| B201931687                    | 2020 | Old name Brazilian Wax and Spa by Claudia | 3455 PIB Ste 860                   | 137.77     | 67.97     | 205.74     | Rio Body Wax current owners and are paying. Tax Bills were duplicated paid/split under old number B202353296                                   |
| B201931687                    | 2021 | Old name Brazilian Wax and Spa by Claudia | 3455 PIB Ste 860                   | 137.77     | 59.18     | 196.95     | Rio Body Wax current owners and are paying. Tax Bills were duplicated paid/split under old number B202353296                                   |
| B201931687                    | 2022 | Old name Brazilian Wax and Spa by Claudia | 3455 PIB Ste 860                   | 137.77     | 50.59     | 188.36     | Rio Body Wax current owners and are paying. Tax Bills were duplicated paid/split under old number B202353296                                   |
| B202357165                    | 2023 | Parkhaus                                  | 2370 Main St Ste 1416              | 509.67     | 235.83    | 745.49     | Closed 2/20/2023 per change request form                                                                                                       |
| B202245719                    | 2022 | Restaurant Chixs INC                      | 2255 Pleasant Hill Road Ste 410    | 377.08     | 212.53    | 589.61     | outside Duluth city limits county miscoded                                                                                                     |
| B202245719                    | 2023 | Restaurant Chixs INC                      | 2255 Pleasant Hill Road Ste 410    | 377.08     | 174.48    | 551.56     | outside Duluth city limits county miscoded                                                                                                     |
| B202245719                    | 2024 | Restaurant Chixs INC                      | 2255 Pleasant Hill Road Ste 410    | 377.08     | 131.38    | 508.46     | outside Duluth city limits county miscoded                                                                                                     |
| B202245719                    | 2025 | Restaurant Chixs INC                      | 2255 Pleasant Hill Road Ste 410    | 377.08     | 34.39     | 411.47     | outside Duluth city limits county miscoded                                                                                                     |
| B033075                       | 2023 | SCSC INC                                  | 4800 River Green Pkwy              | 25.3       | 11.5      | 36.8       | Moved to Suwanee in 2020 Green Boom in location                                                                                                |
| B033075                       | 2025 | SCSC INC                                  | 4800 River Green Pkwy              | 109.21     | 3.61      | 112.55     | Moved to Suwanee in 2020 Green Boom in location                                                                                                |
| B201931733                    | 2023 | SMJ Services LLC                          | 3296 Summit Ridge Pkwy Ste 1610 Re | 147.66     | 68.32     | 215.98     | Found vacant per code enforcement 7/23/2024                                                                                                    |
| B201931733                    | 2024 | SMJ Services LLC                          | 3296 Summit Ridge Pkwy Ste 1610    | 147.66     | 51.44     | 199.1      | Found vacant per code enforcement 7/23/2024                                                                                                    |
| B201931733                    | 2025 | SMJ Services LLC                          | 3296 Summit Ridge Pkwy Ste 1610    | 147.66     | 13.46     | 161.12     | Found vacant per code enforcement 7/23/2024                                                                                                    |
| B202461582                    | 2024 | Spirit House Yoga LLC                     | 2730 PIB Ste 106                   | 108.94     | 31.62     | 140.56     | Found vacant 2023 Peachy Earth now in location B202566800                                                                                      |
| B202461582                    | 2025 | Spirit House Yoga LLC                     | 2730 PIB Ste 106                   | 108.94     | 3.61      | 112.82     | Found vacant 2023 Peachy Earth now in location B202566800                                                                                      |
| B202461649                    | 2025 | Sweetwater Nutrition                      | 2880 PIB Ste B                     | 425.23     | 14.08     | 439.31     | Top Nutrition in space as of 3/1/2026.Reached out to former owner no response.New owner said building was empty not using any former supplies. |
| B202142980                    | 2024 | SR Beauty Bar LLC                         | 2820 PIB Ste L                     | 77.83      | 24.69     | 104.32     | Found Vacant 1/9/2025 A Beauty Bar going into space                                                                                            |
| B202142980                    | 2025 | SR Beauty Bar LLC                         | 2820 PIB Ste L                     | 77.83      | 2.58      | 80.41      | Found Vacant 1/9/2025 A Beauty Bar going into space                                                                                            |
| B202461543                    | 2024 | The Body Firm                             | 2750 Buford Hwy Ste 730            | 594.11     | 206.99    | 801.1      | Per Property Manager, The Body Firm moved out 5/15/2024; ste still vacant                                                                      |
| B202461543                    | 2025 | The Body Firm                             | 2750 Buford Hwy Ste 730            | 594.11     | 54.019    | 648.3      | Per Property Manager,The Body Firm moved out 5/15/2024; ste still vacant                                                                       |
| B202142993                    | 2022 | Tri Comm Financial Services               | 3571 Howell Wood Trl               | 76.78      | 42.66     | 119.44     | Commercial business moved to Home - should be under the 7.5K value for SP Credit                                                               |

|            |      |                             |                      |             |            |             |                                                                     |
|------------|------|-----------------------------|----------------------|-------------|------------|-------------|---------------------------------------------------------------------|
| B202142993 | 2023 | Tri Comm Financial Services | 3571 Howell Wood Trl | 76.78       | 34.91      | 111.69      | Home business should be under the 7.5K value for SP Credit          |
| B202142993 | 2024 | Tri Comm Financial Services | 3571 Howell Wood Trl | 76.78       | 22.29      | 99.07       | Home business should be under the 7.5K value for SP Credit          |
| B202142993 | 2025 | Tri Comm Financial Services | 3571 Howell Wood Trl | 76.78       | 2.54       | 79.32       | Home business should be under the 20K value for SP Credit           |
| B202139803 | 2023 | Triple Tree Removal LLC     | 2935 Buford Hwy A    | 181.33      | 79.5       | 260.83      | Closed 4/15/2022 should not have been billed for 2023, 2024 or 2025 |
| B202139803 | 2024 | Triple Tree Removal LLC     | 2935 Buford Hwy A    | 161.48      | \$44.26    | 205.74      | Closed 4/15/2022 should not have been billed for 2023, 2024 or 2025 |
| B202139803 | 2025 | Triple Tree Removal LLC     | 2935 Buford Hwy A    | 133.64      | \$2.26     | 135.9       | Closed 4/15/2022 should not have been billed for 2023, 2024 or 2025 |
| B202034125 | 2024 | Vilgar Corp                 | 2870 PIB Ste F & K   | 104.1       | \$36.27    | 140.37      | Found Vacant 9/3/2024 Un Pedacito de mi Tierra LLC now in space     |
| B202034125 | 2025 | Vilgar Corp                 | 2870 PIB Ste F & K   | 104.1       | \$45.77    | 113.6       | Found Vacant 9/3/2024 Un Pedacito de mi Tierra LLC now in space     |
|            |      |                             |                      |             |            |             |                                                                     |
|            |      |                             |                      | \$16,034.98 | \$4,169.64 | \$20,148.59 |                                                                     |
|            |      |                             |                      |             |            |             |                                                                     |

CITY OF DULUTH  
MAYOR & COUNCIL  
Staff Report  
**May 11, 2026**

|                         |                                                                                                                                                                              |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CASE NUMBER:</b>     | Z2026-001                                                                                                                                                                    |
| <b>ADDRESS:</b>         | 2641 North Berkeley Lake Road<br>Duluth, GA 30096                                                                                                                            |
| <b>PARCEL:</b>          | R6261 130                                                                                                                                                                    |
| <b>CURRENT ZONING:</b>  | PUD (Planned Unit Development District)                                                                                                                                      |
| <b>PROPOSED ZONING:</b> | PUD with modified Master Concept Plan                                                                                                                                        |
| <b>ACREAGE:</b>         | +/- 15.99 Acres                                                                                                                                                              |
| <b>REQUEST:</b>         | Modified rezoning to change the approved Master Concept Plan to allow for the construction and operation of roughly 198,000 square feet of a flex office/warehouse building. |
| <b>APPLICANT:</b>       | Duluth North Berkeley Industrial<br>Owner LLC<br>c/o Andersen, Tate and Carr<br>1960 Satellite Boulevard<br>Duluth, GA 30097                                                 |
| <b>OWNER:</b>           | Duluth More Space, LLC<br>3001 W. Hallandale Beach Blvd S-<br>300<br>Hallandale, FL 33009                                                                                    |

## **I. PURPOSE AND DESCRIPTION OF THE REQUEST**

The purpose of the request (Z2026-001) from Duluth North Berkeley Industrial Owner, LLC is to obtain approval for a modified rezoning of +/- 15.99 acres of property in Land Lot 261 of the 6<sup>th</sup> District, Gwinnett County, consisting of tax parcel R6261 130. The subject site is currently zoned PUD and therefore has an approved Master Concept Plan. The applicant is requesting the modified rezoning to deviate from the existing approved Master Concept Plan to allow for a 198,000 square foot warehouse facility.

Maps detailing the location, zoning and character areas of the site are attached hereto as Exhibit "A". The Master Concept Plan is attached hereto as Exhibit "B".

## **II. EXISTING CONDITIONS**

The site is surrounded by a mixture of uses. The site is bound to the north by a railroad spur. Across the spur, are two properties zoned M-2 (Heavy Industrial District) and Gwinnett County M-2 (Heavy Industrial District). The site is bound to the east by a large one-story warehouse/distribution building zoned PUD. The site is bound to the south by North Berkeley Lake Road. Across North Berkeley Lake Road is a multi-tenant one-story office/warehouse building zoned PUD. The property is bound to the west by one and two-story retail buildings zoned PUD.

The subject site contains one seven-story office building shell and associated parking partially constructed in 2008. The building has never been occupied and was deemed unsafe by the City of Duluth Building Official in 2020. The building was then placed on the City's blighted property list in 2021.

This area of North Berkeley Lake Road, including the subject property, was annexed into the City of Duluth in July of 2000 and rezoned to PUD (Planned Unit Development District). In 2007, the subject property went through a modified rezoning to amend the approved Master Concept Plan – the same process the applicant is currently going through. The amended Master Concept Plan was approved in November 2007. The current owner of the property sought and received another amendment to the approved master concept plan in 2021 and subsequent variance to the city's stream buffer ordinance in 2022 to construct and operate a self-storage facility and flex office and warehouse facility. Both the approval of the plan amendment and the variance were subject to a number of conditions as outlined in Exhibit "G".

## **III. REVIEW OF THE REQUEST**

### **Unified Development Code**

#### **Article 5 Revisions to Approved PUD**

Section 504.08 of the UDC states that additional approval is needed if a change is made to an approved Master Concept Plan that the Planning Director does not feel has been conceptually approved by the City Council. Such changes may be additions in the types of land use, increases to square footage or density or any other substantial changes that are inconsistent with the summary report or the master concept plan.

The Applicant has responded to the following Standards Governing the Exercise of Zoning Power.

- a) How the proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- b) How the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property.
- c) Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned.
- d) Whether the proposed rezoning 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 rezoning 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 development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.

The Applicant's responses to the Standards Governing the Exercise of Zoning Power are attached hereto as Exhibit "F".

### **Master Concept Plan**

The Master Concept Plan shows a significant departure from any previous approved master plan or subsequent amendment. The current plan proposes a single 198,000 square foot rear loaded warehouse facility, 27 tractor trailer parking spaces, a 1.25 acre area identified as a parking expansion area, and 183 automobile parking areas. In addition to the amended site plan, the applicant is seeking a variance to the city's minimum number of required parking spaces from 224 to the proposed 183.

There are streams located along both side property lines of the subject property. Streams are protected by State and City buffers. The State has a 25-foot undisturbed buffer along streams. The City has an additional 25-foot stream buffer and a 25-foot impervious buffer where grading is allowed but impervious surface is not. The encroachments identified in the current application reflect the changes proposed and approved in the 2021 plan amendment and the 2022 variance request. These encroachments are subject to the conditions outlined in the respective land use cases and are listed in Exhibit "G".

The 1.25 acre area on the proposed site plan labeled "trailer and/or auto parking expansion area" is ambiguous to its design and function. It is unclear if this area is to be developed in a future phase or if it is the applicant's intent to utilize this space for trailer and auto parking immediately. Regardless, the conditions listed in this staff report make clear that, if this space is to be used for the parking or circulation of any vehicle, including tractor trailers or personal automobiles, the area will need to be designed to meet all requirements of the city's unified development code. A design allowance is made for tractor trailer trucks allowing enhanced landscaping along the North Berkeley Lake Road frontage in lieu of landscaped islands in the 1.25-acre expansion area, as such islands would make truck circulation difficult. Designs shall be submitted to the city for review and approval prior to the area being utilized as proposed.

### **Comprehensive Plan**

Every section of Duluth's Comprehensive Plan, FORWARDuluth Plan 2040, is central to implementing the City's vision and goals. However, the Character Areas and Future Land Use Maps are the most influential in terms of daily decision-making and land use changes. 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 the Planning Commission and 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.

The subject property is located within the North Berkeley International Village. FORWARDuluth states, *"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"*. Each Character Area lists aspirations which essentially state the goals for the area. FORWARDuluth was adopted in 2019 and at that time the City envisioned the subject property as a mixed-use development. However, after consideration, it was determined that the property would be better utilized as an industrial or office development. When FORWARDuluth was updated in 2020, the subject property's future land use designation was changed from mixed-use to industrial. The aspiration related to the subject property was also updated to state, *"work with the owner of the seven-story tower to rezone and redevelop the property into an economic activity center including office space, warehousing, distribution and data centers"*.

## **IV. PLANNING STAFF REVIEW**

As previously stated, the existing building on the subject property has never been occupied and the property has been deemed as blighted and unsafe for human occupancy. The site has seen several unsuccessful attempts at redevelopment over the past fifteen years.

There have been numerous police calls and code violations over the past five years. These violations consist of: nine (9) code cases involving Code Enforcement; 111 Suspicious Activity calls (these calls include people walking around the property, people parked in cars on the property including indecent exposure, drug use, squatters and one individual using the inside for a gun range); 17 Trespassing calls (these calls include 3 juveniles who broke in to the building leading to arrest, 3 juveniles broke glass and used a crowbar to get in, 6 unhoused individuals living behind the property, and one individual living in a tent near their car parked on the property); 2 burglary calls (these calls involved people breaking into the building and stealing tools); Trash dumping (someone had dumped trash behind the building prior to the property being fenced). In 2024 the owner installed an alarm system to the building. There have been 26 alarm calls with a mix of false alarms and people on the property. The property owner is in arrears of \$575 for their alarm fees.

The owner is also in arrears over \$153k in blight tax.

The applicant's request to modify the approved Master Concept Plan aligns with the aspirations of FORWARDuluth as well as the Future Land Use Map. Warehouse buildings are

explicitly listed as appropriate in FORWARDuluth. In addition to being aligned with the adopted plans of the City, the proposed Master Concept Plan is also in character with the existing buildings in the area as there are a number of office/warehouses and self-storage facilities located within the North Berkely International Village.

**V. PLANNING COMMISSION RECOMMENDATION**

On April 6, 2026, Planning Commission heard and discussed this case. They recommended **approval with conditions** as revised during the hearing. The conditions outlined in this staff report are already updated to reflect those changes proposed by the planning commission and clarified and agreed upon by the applicant.

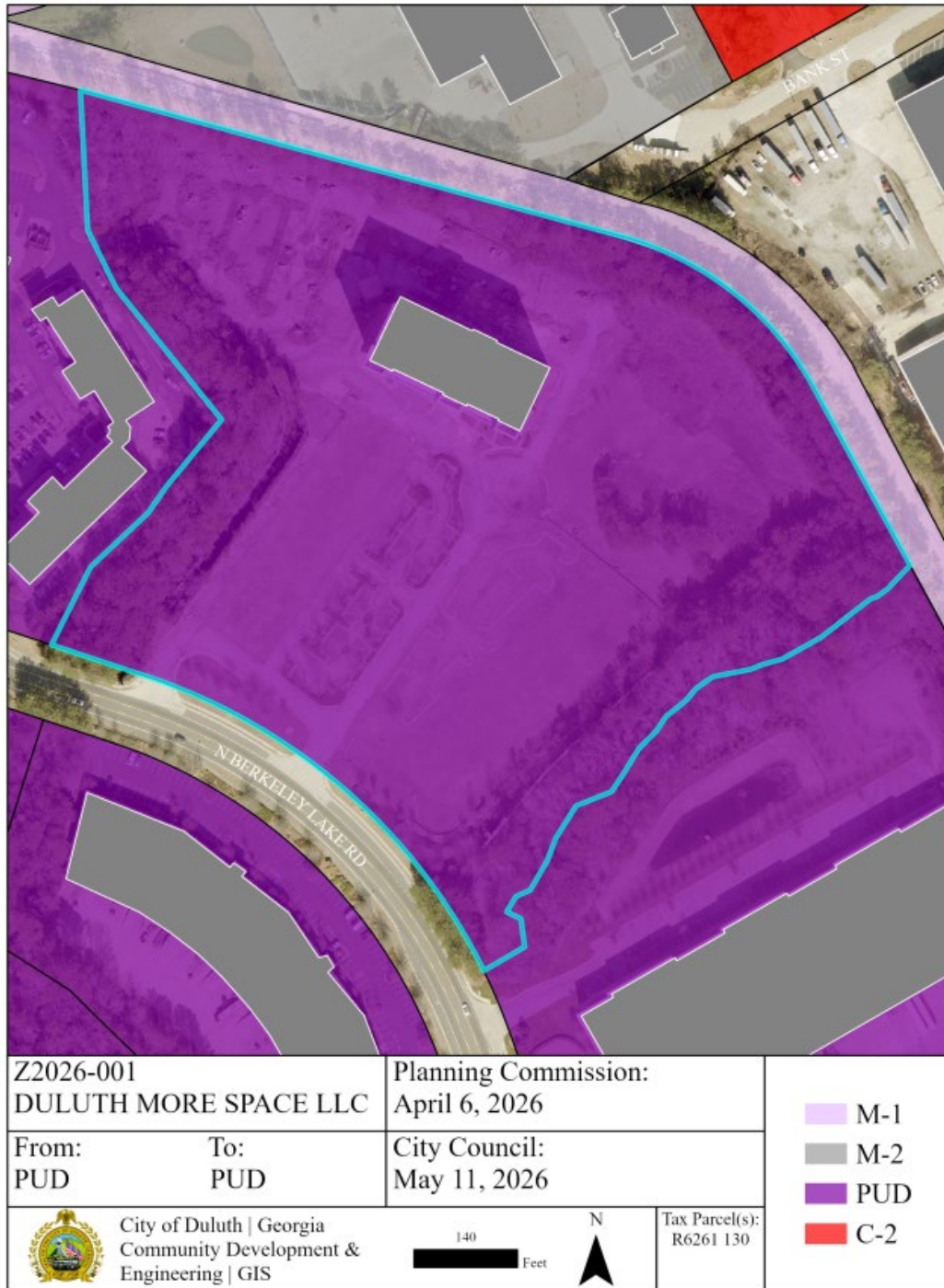
**EXHIBITS**

- A: Maps
- B: Legal Description
- C: Master Concept Plan
- D: Proposed Building Elevations
- E: Conditions of Approval
- F: Applicant's Letter of Intent and Justification for Modified Rezoning Plan
- G: Variance Site Plan and Conditions
- H: Public Hearing Advertisement/Public Notice

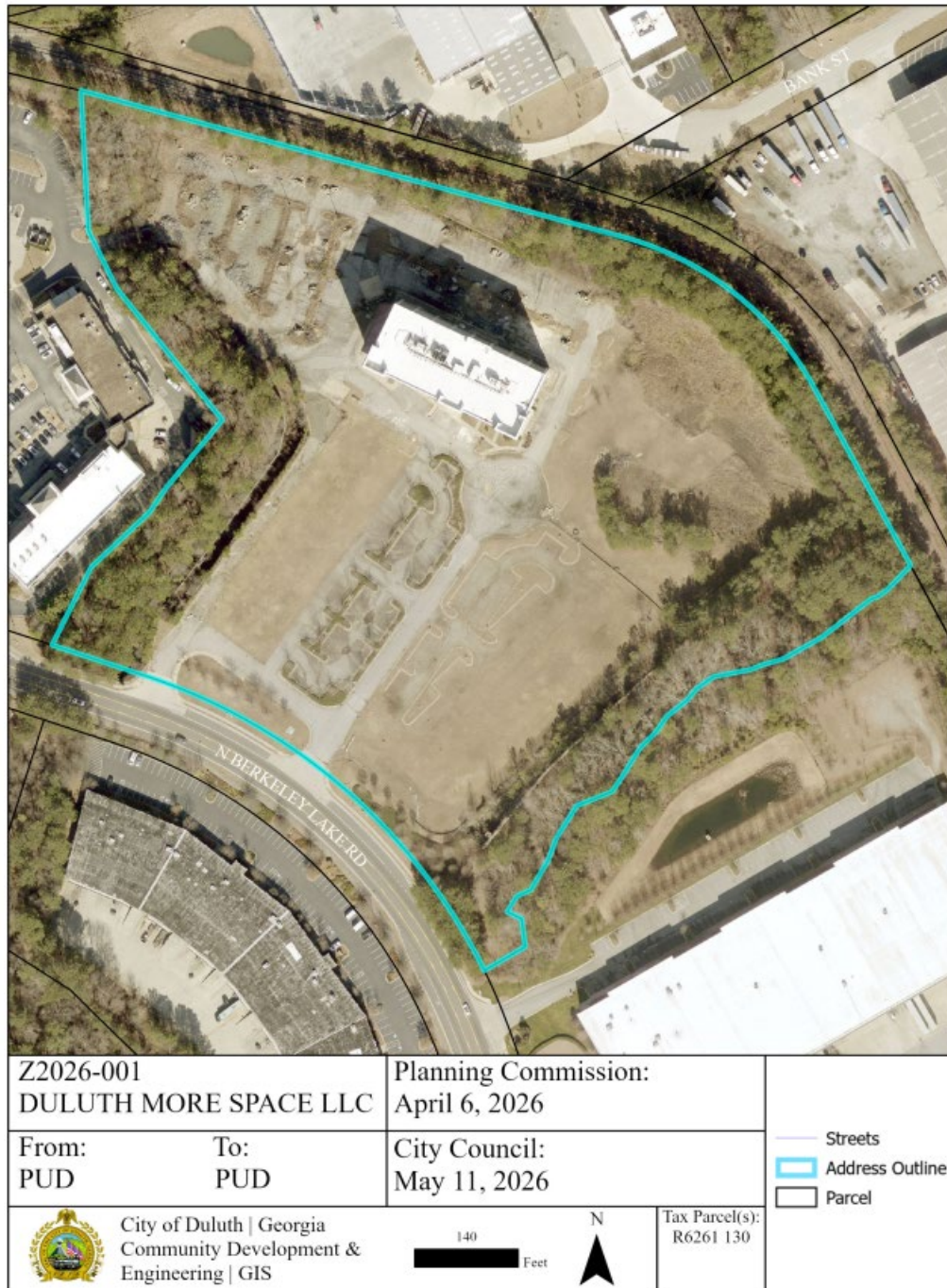
# Exhibit "A"

## Maps

### Zoning Map



## Parcel Location Map



## Character Area Map



## Exhibit "B"

### Legal Description

DEED B: 60024 P: 00033 06/17/2022 09:41 AM  
22D066441 Page 7 of 7

LEGAL DESCRIPTION  
2645 North Berkeley Lake Road, Duluth, Georgia 30096  
Point Berkeley III

All that tract or parcel of land lying and being in Land Lots 260 and 261, of the 6<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described as follows:

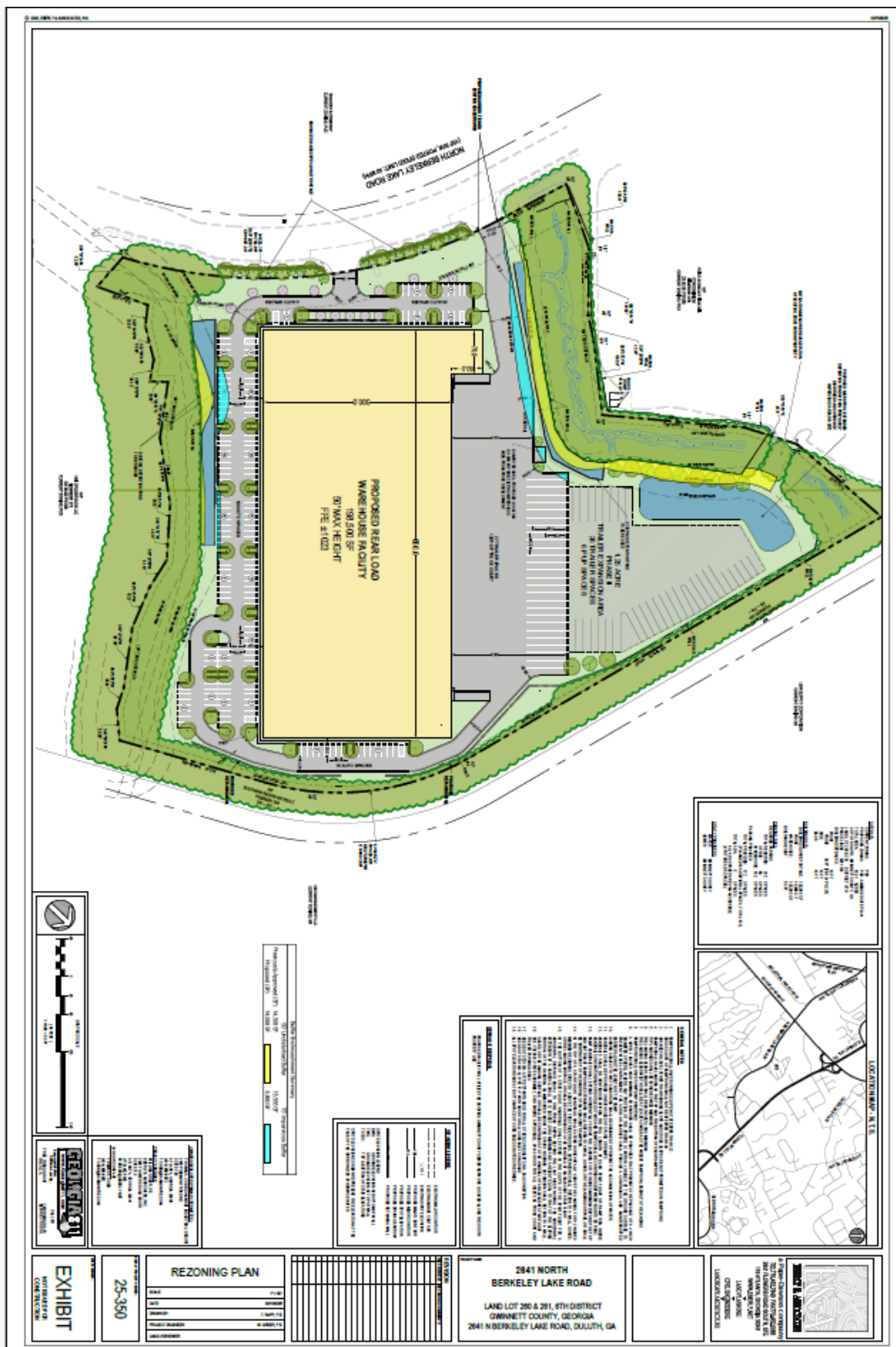
BEGINNING at a ½ inch rebar set on the Northeasterly right-of-way of North Berkeley Lake Road, said point being 1,933.64 feet as measured from the Northernmost corner of the mitered intersection of said right-of-way and the Southeasterly right-of-way of U.S. Highway 23 (a.k.a. Buford Highway); thence leaving said right-of-way of North Berkeley Lake Road North 26°40'20" East a distance of 108.62 feet to a ½ inch rebar set; thence North 46°40'30" East a distance of 170.71 feet to a ½ inch rebar set; thence North 34°37'16" East a distance of 42.34 feet to a ½ inch rebar set; thence North 39°33'16" East a distance of 118.00 feet to a ½ inch rebar set; thence North 38°43'17" West a distance of 228.23 feet to a ½ inch rebar set; thence North 26°06'56" West a distance of 87.70 feet to a ½ inch rebar set; thence North 02°57'49" West a distance of 177.76 feet to a point (said point being North 44°49'39" East a distance of 0.29 feet from ½ inch rebar found); thence South 74°02'11" East a distance of 758.46 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 340.77 feet and a radius of 420.84 feet and being subtended by a chord bearing South 50°50'24" East a distance of 331.53 feet to a calculated point; thence South 27°38'38" East a distance of 241.46 feet to a calculated point located in the centerline of a creek; thence following the meandering of said creek the following courses and distances;

South 43°54'37" West a distance of 42.62 feet to a calculated point; thence South 53°50'34" West a distance of 17.21 feet to a calculated point; thence South 72°15'48" West a distance of 9.20 feet to a calculated point; thence South 52°28'23" West a distance of 83.67 feet to a calculated point; thence South 61°02'16" West a distance of 58.30 feet to a calculated point; thence South 74°55'53" West a distance of 28.68 feet to a calculated point; thence South 66°57'08" West a distance of 15.13 feet to a calculated point; thence South 79°17'05" West a distance of 52.07 feet to a calculated point; thence South 54°51'29" West a distance of 26.72 feet to a calculated point; thence South 40°34'57" West a distance of 21.17 feet to a calculated point; thence South 51°39'52" West a distance of 33.60 feet to a calculated point; thence South 34°33'30" West a distance of 24.12 feet to a calculated point; thence South 45°16'56" West a distance of 31.35 feet to a calculated point; thence South 31°55'35" West a distance of 41.38 feet to a calculated point; thence South 34°13'13" West a distance of 26.86 feet to a calculated point; thence South 68°34'54" West a distance of 50.44 feet to a calculated point; thence South 32°32'06" West a distance of 50.10 feet to a calculated point; thence South 21°09'31" West a distance of 32.99 feet to a calculated point; thence South 30°36'41" West a distance of 44.60 feet to a calculated point; thence South 66°05'52" West a distance of 20.66 feet to a calculated point; thence South 31°25'16" West a distance of 23.83 feet to a calculated point; thence South 63°31'46" East a distance of 21.14 feet to a calculated point; thence South 07°07'66" East a distance of 37.33 feet to a calculated point; thence South 60°05'48" West a distance of 53.63 feet to a ½ inch rebar found on the Northeasterly right-of-way of North Berkeley Lake Road; thence along said right-of-way, following a curve to the left, said curve having an arc distance of 623.12 feet and a radius of 795.00 feet and being subtended by a chord bearing North 49°35'06" West a distance of 607.29 feet to a calculated point; thence continuing along said right-of-way North 72°02'14" West a distance of 117.36 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tract or parcel of land containing 15.994 acres.

## Exhibit "C"

### Master Concept Plan



**Exhibit "D"**  
**Example Building Rendering**



**Exhibit “E”**  
**Conditions of Approval**

**General**

1. 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 the Planning and Development Department. Final architectural design shall meet all applicable City codes and be approved by the Director of Planning and Development prior to the issuance of a development permit. Minor modifications may be approved by the Director of Planning and Development 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 rezoning approval.
2. All conditions shall be shown on the final plat and land development permit set.
3. The developer shall provide underground utilities (power, telecommunication, etc.) throughout the entire development. When feasible, utility meters, power transformers, air conditioner units, etc. shall be located in the rear of the buildings screened from view of the streets. Placement of utilities shall be designed to maximize the quality and quantity of landscaping visible from the street. Air conditioning units may be placed on the roof of the building, with adequate screening so as not to be visible from North Berkeley Lake Road. Power transformers may be placed on the west, east, or north sides of the building.
4. Security access gates shall be installed between the truck court and the trailer expansion area (Phase II) as shown on Exhibit “C”, or in another location as agreed upon by the Department of Planning and Development, in order to secure access into the trailer expansion area (Phase II). An operational plan for the security access gates shall be submitted to the City of Duluth and approved by the Department of Planning and Development prior to the issuance of any permits required for Phase II. Prior to a tenant leasing all or a portion of the building, security access gates shall be installed at both driveways, restricting unauthorized vehicular access to the subject property – such security access gates may be manual swing gates with manual locks.
5. All retaining walls, as needed, shall be constructed of interlocking masonry block, brick or other decorative material as approved by the Planning and Development Department. Timber walls shall be prohibited. All walls shall meet all City design standards and must be included in the site development plans. All walls require separate review and permit.
6. A master signage plan shall be submitted to and approved by the Planning and Development Department prior to the issuance of any building permits.

7. An outdoor lighting plan shall be approved by the Planning and Development Director 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.
8. Uses in the office/warehouse shall be limited to those uses found in the M-1 zoning district.
9. No outdoor storage shall be allowed on any portion of the site.
10. An enhanced landscape and buffer plan shall be submitted with the Land Disturbance Permit, as required. The plan shall show an enhanced landscape plan along North Berkeley Lake Road as well as the mitigation measure for revegetation of the existing drive within the property as shown on the Master Site Plan. The enhanced landscape plan shall be permitted in lieu of parking lot tree requirements within the 1.25-acre trailer expansion (Phase II) area.

### **Truck Parking**

11. No automobile or heavy truck (those with a weight class of 7 or higher) may be parked in the area designated "Phase II: Trailer Expansion Area" until the applicant demonstrates that said parking area conforms to all requirements of the city's parking and loading requirements, including, but not limited to: parking surfaces and materials, striping, circulation, landscaping, and buffering. If personal automobile parking is to be proposed in the expansion area, a sidewalk (or appropriate pavement markings/striping through the truck court) must be provided to the nearest pedestrian entrance to the warehouse facility.
  - a. If the "trailer and/or auto parking expansion area" is to be completed at a later phase, it must be called out on all land development permit sets, and the area must be stabilized in accordance with the Gwinnett County Stormwater Management Manual.
12. No heavy truck (those with a weight class of 7 or higher), heavy equipment, recreational vehicle, boat, semi-trailer, tractor-trailer, trailer, camper or other oversized vehicles shall park on the subject property except those that are related to the business operations of the warehouse developed on the subject property. All vehicles shall be parked on an approved concrete or asphalt parking surface (no parking on grass, dirt, pine straw, mulch or any other unimproved surface) within a marked space specifically designated for oversized vehicles. Vehicles specific to the business operations of this warehouse may be parked in a lawful space, provided they are onsite for specific purposes related to business operations. Drivers of vehicles may not spend the night in the trucks on site.
13. Areas proposed for loading and unloading motor vehicles in off-street locations shall be provided at the time of the initial construction of any building or structure. Such off-street loading areas shall have access to a public alley or street and shall be provided and maintained in accordance with the following requirements, the computation of which shall not be included in the off-street parking requirements.
  - a. Loading Spaces Provided. Any such business or use shall provide adequate off-street facilities for the loading and unloading of merchandise, supplies, goods, freight, provisions or furnishings within or adjacent to the building as deemed appropriate

by the owner or occupants of the property. Such loading facilities, if provided, shall not obstruct freedom of vehicular traffic or pedestrian movement on the public streets and sidewalks.

- b. Location of Off-Street Loading Areas. Off-street loading and unloading areas shall in all cases be located on the same lot or parcel of land as the structure they are intended to serve. In no case shall the off-street loading space be considered as part of the area provided to satisfy off-street parking requirements as listed herein.
- c. Adequacy of Loading Area. All such uses shall provide off-street loading areas sufficient for their requirements. Such space shall be adequate if no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or way.
- d. Use of Off-Street Truck Loading Area. Off-Street loading areas shall not be used as permanent parking areas, rest areas, or for overnight stays. It shall be unlawful for any heavy truck, heavy equipment, recreation vehicle, semi-trailer, tractor-trailer, trailer, camper or other Oversized Vehicle to park, stop, or stand in any designated off-street loading area for any purpose other than to actively stage, load or unload merchandise, supplies, goods, freight, provisions, or furnishings.

14. Signage stating the following will be posted on the site:

- a. "No unauthorized vehicles or trucks"
- b. "Under no circumstance shall anyone use the parking spaces for anything other than active loading, unloading, or parking."

15. Setback Requirements.

- a. Off-street truck loading areas shall be set back from the front property line by at least 10 feet. An additional 10-foot setback from any buffer required along a side or rear property line shall also be maintained.
- b. The required setback area between the front property line and the truck loading area shall be used for landscaping and/or screening as required by the applicable provisions of the Buffers, Landscaping and Tree Protection Article of this Development Code.

## **Variance**

16. The applicant is granted a variance from the City of Duluth's minimum parking requirement for 183 standard car parking spaces.

**Exhibit "F"**  
**Applicant's Letter of Intent and Justification for Modified Rezoning Plan**

**ANDERSEN | TATE | CARR**

**LETTER OF INTENT AND**  
**JUSTIFICATION FOR MODIFIED REZONING PLAN**

**City of Duluth, Gwinnett County, Georgia**

**Applicant:**

Duluth North Berkeley Industrial Owner, LLC  
3520 Piedmont Road, Suite 100  
Atlanta, Georgia 30305

**Property:**

Tax Parcel ID R7203 092  
+/-15.99 Acres of Land  
Located at 2641 North Berkeley Lake Road  
Duluth, Georgia 30097

**Submitted for Applicant by:**

Melody A. Glouton, Esq.  
ANDERSEN TATE & CARR, P.C.  
One Sugarloaf Centre  
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Suite 4000  
Duluth, Georgia 30097  
770.822.0900  
[mglouton@atclawfirm.com](mailto:mglouton@atclawfirm.com)

## **I. INTRODUCTION AND PROPOSED USE**

This application for Modified Rezoning Plan is submitted for a 15.99-acre parcel of land located in the City of Duluth, Georgia, identified as Parcel R6261 130 (hereinafter the "Property"). The purpose of the Modified Rezoning Plan is to allow for the development of a warehouse facility and associated surface parking area. The Property is currently zoned PUD (Planned Unit Development District).

This document is submitted as the Letter of Intent, a description of the proposal, and response to the standards identified in the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), including other materials required by the Ordinance.

## **II. CITY OF DULUTH ZONING ORDINANCE AND COMPREHENSIVE PLAN**

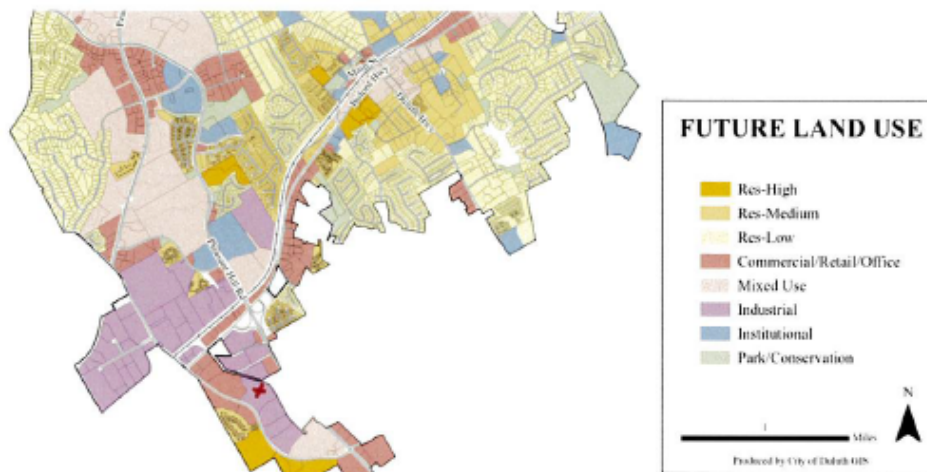
The property is zoned PUD (Planned Unit Development District), under the current Zoning Ordinance of the City of Duluth, Georgia. According to Section 205.19 of the Unified Development Code ("UDC"), one intent of the PUD District is to "accommodate relatively large scale, planned developments," including "master planned single use developments, and higher residential densities than allowed in other zoning districts."

The Property is located in the **North Berkeley Lake International Village** Character Area. Pursuant to the City of Duluth Comprehensive Plan ("ForwarDuluth"), this district 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. The Property is further identified below from ForwarDuluth:



ForwarDuluth specifically discusses this Property and states that it is the biggest opportunity for development and redevelopment. The Property is currently occupied with a vacant seven-story office building. It has remained vacant and undeveloped for decades. The

existing tower has never been occupied since it was constructed. As stated in ForwardDuluth, the Property could see its value increase with improvements being made to nearby Gwinnett Place (including the 39-acre portion acquired by Gwinnett County in 2021). The Applicant is seeking to redevelop the vacant and underutilized Property into an economic activity center to include warehousing. As identified below, the Future Land Use Map also identifies the Property as industrial.



### **III. PROJECT DESCRIPTION**

As shown on the site plan prepared by Eberly & Associates, dated February 13, 2026, and filed with this Application (hereinafter the "Site Plan"), the Applicant proposes to develop the site as a warehouse facility with associated surface parking. The proposed warehouse will be approximately 198,500 square feet (approximately 5,000 square feet of office space), including a truck court with 27 trailer spaces. The warehouse will be a maximum height of 50 feet. While the warehouse would occupy the majority of the site area, approximately 1.25 acres is reserved for trailer and/or auto parking and expansion area. The proposed development would be served by the two existing access driveways onto North Berkeley Lake Road. The Applicant has included a sample elevation from a prior development as a general representation of the project.

In order to properly develop the site under the current lot constraints, the Applicant is requesting a variance from Section 404.01, Table 4-B: Minimum Parking Spaces. The UDC provides that an "Office-Warehouse" shall be required to provide 1 parking space per 200 square feet of office space, plus 1 parking space per 1000 square feet of storage area. The UDC requires 224 spaces, and the site plan currently provides 183 spaces. The requested variance will enable the Applicant to develop a dormant site and stimulate economic activity in the area.

#### IV. SITE IMPACT ANALYSIS

The Applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. The Applicant submits its written analysis which shows that the Modified Rezoning Plan satisfies the responses to evaluation criteria as follows:

(1) WHETHER A PROPOSED MODIFICATION WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

Yes. The proposed modification is consistent and suitable with the existing use and development of adjacent and nearby properties. The Property maintains frontage on North Berkeley Lake Road and as indicated in Forwarduluth, the Property is located in the most diverse character area in terms of land uses. There are large shopping centers, smaller strip centers, and industrial uses and offices uses in close proximity to the site. The proposed warehouse facility is compatible with existing commercial will serve as an economic activity center.

(2) WHETHER A PROPOSED MODIFICATION WILL ADVERSELY AFFECT THE EXISTING USE OR USEABILITY OF ADJACENT OR NEARBY PROPERTY:

No. The proposed modification will not adversely affect the existing use or usability of adjacent or nearby property. In fact, the proposed modification will activate a vacant and underutilized site that has been dormant for years. The proposal is compatible with existing commercial uses near the site and would be a complimentary development.

(3) WHETHER THE PROPOSED MODIFICATION WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

No, the proposed modification will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient access to North Berkeley Lake Road and I-85, and can be further supported by the development of the Gwinnett Place Transit Center. Gwinnett County was recently awarded a \$20 million Rebuilding American Infrastructure with Sustainability and Equity grant to transform the Gwinnett Place Transit Center. Gwinnett's Transit Development Plan serves as a foundational investment that will allow the county to plan for continued growth and the expansion of current transit services. Accordingly, the proposed development of the Property will benefit from this asset and help create an economic activity center.

(4) WHETHER THE PROPOSED MODIFICATION IS CONSISTENT WITH THE LAND USE POLICY PLAN, COMPREHENSIVE PLAN, TRANSPORTATION PLANS, OR

OTHER PLANS ADOPTED FOR GUIDING DEVELOPMENT WITHIN THE CITY OF DULUTH:

The proposed modification is in conformity with the City of Duluth's intent set forth in the PUD zoning classification and will provide a relatively large scale, master planned single-use development. Moreover, as set forth in ForwardDuluth, this Property provides the biggest opportunity for redevelopment. More importantly, the City identifies this area as industrial under its Future Land Use plan. The existing seven-story tower on the Property has never been occupied. The modification will allow for the site to be activated and also co-exist with existing commercial businesses.

(5) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY THAT GIVE SUPPORTING GROUNDS FOR EITHER THE APPROVAL OR DISAPPROVAL OF THE MODIFICATION:

The Applicant submits that the Property has remained vacant and blighted for an extensive period of time. The modification will allow for the site to be activated and redeveloped as a warehouse facility, thereby boosting economic activity for a dormant site. For context, the existing structure was constructed in or around 1990 and has remained unfinished since. The Property was purchased out of foreclosure and ownership changed several times before recently being acquired by current owner, Duluth More Space, in 2022. Over the years, multiple efforts to develop or repurpose this Property have been unsuccessful. The original developer was unable to complete the project, and subsequent attempts to utilize the existing structure have failed, primarily due to changed or unfavorable market conditions. The Property has changed ownership multiple times, yet it has remained a vacant, incomplete, and underutilized site for decades. Most recently, in 2022, the current owner explored a self-storage redevelopment concept; however shifting market dynamics again rendered the plan financially unfeasible.

(6) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED MODIFICATION HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

No, the Applicant incorporates by reference the detailed response in number 5 above. By way of further response, the Applicant submits the modification of the Property would develop the site into a more viable and compatible use with surrounding commercial properties and will serve to activate a blighted property.

**V. JUSTIFICATION FOR MODIFIED REZONING PLAN**

The Applicant respectfully submits that the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude the development of a warehouse facility, including any other development standards, allowed by Ordinance is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation

of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the Mayor and Council of the City of Duluth to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning conditions, zoning classification, and/or development standards, and any other zoning of the Property save for what has been requested (a warehouse facility with associated surface parking) as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning conditions, zoning classifications, and/or development standards between the existing zoning and the zoning requested hereunder would constitute and arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning conditions, zoning classification, and development standards would constitute, a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested Modified Rezoning Plan would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the Mayor and Council of the City of Duluth cannot lawfully impose more restrictive standards upon the use or development of the Property than presently exist, as to do so not only would constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application for a Modified Plan meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

**VI. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that this application for a Modified Rezoning Plan be approved. The Applicant welcomes the opportunity to meet with the City of Duluth Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 13<sup>th</sup> day of February, 2026.

**ANDERSEN, TATE & CARR, P.C.**

*Melody A. Glouton*

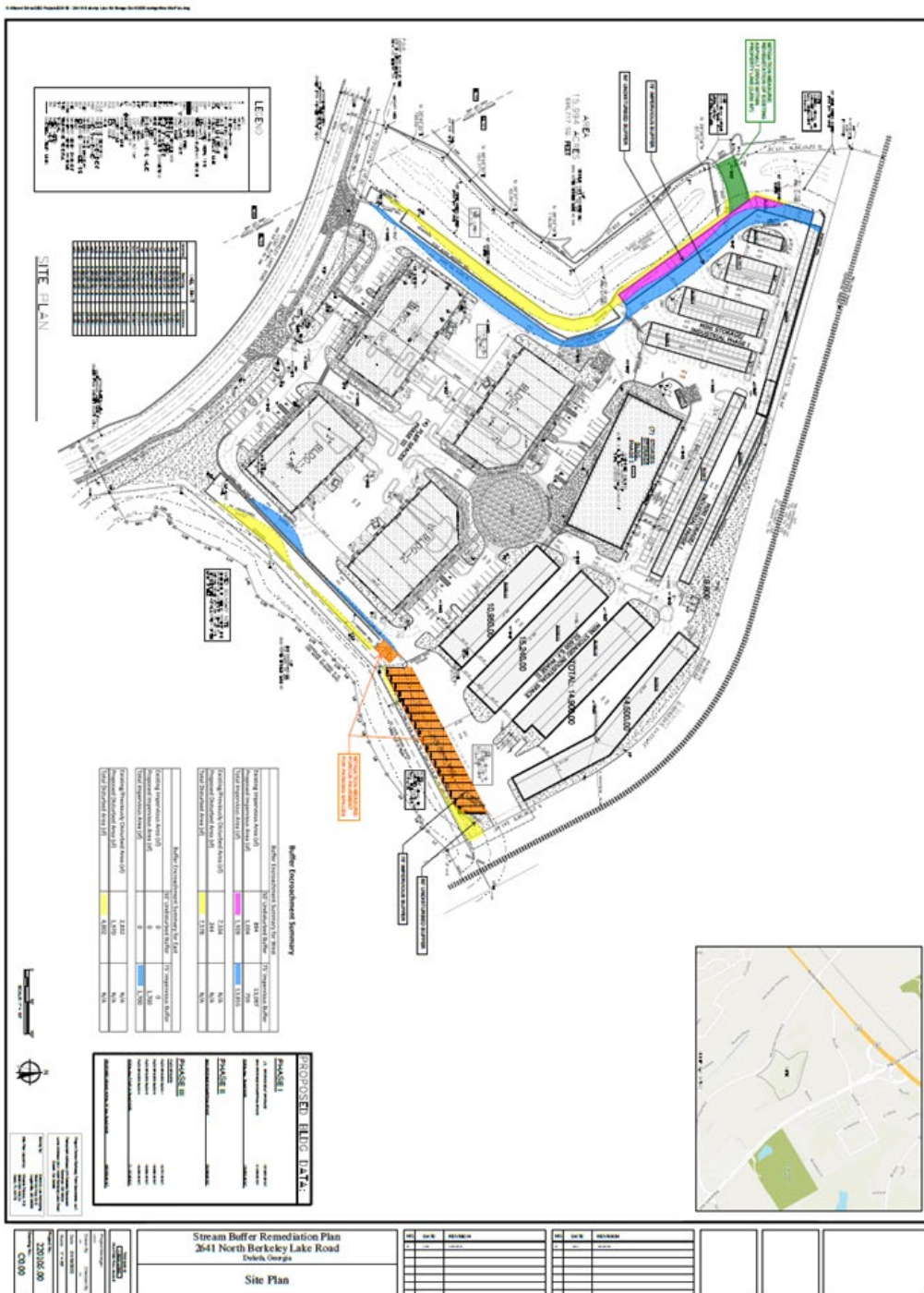
Melody A. Glouton, Esq.

Enclosures

MAG/dwb

4920-4741-8254, v. 1

# **Exhibit "G"** **2022 Variance Site Plan and Conditions**



## Conditions of Approval

1. Prior to issuance of a development permit, the applicant will provide an up-to-date site plan detailing the mitigation efforts and development as described in exhibit "D".
2. If the owner's engineering assessment determines a micro pool is infeasible, a mitigation measure of equal or greater impact shall be installed per approval of the Director of Planning and Development.
3. Landscape plantings for the revegetation of the asphalt identified in exhibit "D" shall be approved by The Director of Planning and Development prior to the issuance of any land development permit. Plantings within the buffer shall be native to this region, demonstrate infiltration properties, and be typical for plantings within natural buffers, as determined by The Director of Planning and Development.
4. No additional intrusions or encroachments are approved in the eastern buffer by way of this variance.

## Exhibit "H"

### Public Notice

GDP4885  
5gn13  
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 Rezoning request from Duluth North Berkeley Industrial Owner LLC, c/o Andersen, Tate and Carr for approximately 15.99 acres in Land Lot 203, 7th District, Gwinnett County, located at 2641 North Berkeley Lake Road, consisting of tax parcel R7203-092, Case Number Z2026-001. The request is to modify the rezoning plan to allow for the development of a warehouse facility and associated surface parking area. The property is zoned PUD (Planned Unit Development). The public is invited to attend this hearing before the Mayor and Council on the proposed rezoning. The meeting date, place and time regarding this matter are as follows:

WHEN:  
May 11, 2026 - 6:00PM  
WHERE:  
City Hall Council  
Chambers  
3167 Main Street  
Duluth, GA 30096

PERSONS INTERESTED IN THIS MATTER are invited to review the proposed rezoning, which is on file with the Department of Planning & Development of the City of Duluth and to attend the public hearing at the date, time and place provided in this notice, to express their opinion on this matter. Written comments may also be received in lieu of testimony during the public hearing. Written comments may be sent to the following address:  
City of Duluth  
ATTN: Planning  
Department  
3167 Main Street  
Duluth, GA 30096  
OR  
Email: [Planning@duluth-ga.net](mailto:Planning@duluth-ga.net)

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

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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.

4:26,2026



**Public Notice Published April 21, 2026**

**Public Hearing Held May 11, 2026**

**ORDINANCE OF REZONING**

**O2026-19**

**CITY OF DULUTH**

**AN ORDINANCE GRANTING A MODIFIED REZONING TO CHANGE THE APPROVED MASTER CONCEPT PLAN TO ALLOW FOR THE CONSTRUCTION AND OPERATION OF A ROUGHLY 198,000 SQUARE FOOT FLEX OFFICE/WAREHOUSE BUILDING. LOCATED IN LAND LOT 261 OF THE 6TH DISTRICT, GWINNETT COUNTY CONSISTING OF TAX PARCEL R6261 130 ADDRESSED AS 2641 NORTH BERKELEY LAKE ROAD, DULUTH, GEORGIA 30096. THE PROPERTY IS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "B". THE ORDINANCE PROVIDES FOR FINDINGS, ESTABLISHES CONDITIONS OF APPROVAL AS SHOWN ON ATTACHED EXHIBIT "E", PROVIDES FOR SEVERABILITY, REPEALS CONFLICTING ORDINANCES, ESTABLISHES AN EFFECTIVE DATE, AND IS FOR ALL OTHER LAWFUL PURPOSES.**

**WHEREAS**, the applicant, Duluth North Berkeley Industrial Owner LLC C/O Andersen, Tate and Carr has filed a complete application (Z2026-001) with the City of Duluth seeking a rezoning. Said rezoning plan includes the modification of an existing PUD (Planned Unit Development) to allow for the construction of a roughly 198,000 square foot flex office/warehouse building; and

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

**WHEREAS**, the City of Duluth Planning Commission held a public hearing at the meeting of April 6, 2026, duly noticed as prescribed by law and published in the Gwinnett Daily Post, regarding the application. At the April 6, 2026, 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 May 11, 2026, 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 rezone the property, for the following reasons:

- A. The rezoning is suitable given the use and development of adjacent and nearby properties.
- B. The proposed rezoning is not anticipated to adversely affect the existing use or usability of adjoining or nearby properties as conditions will be imposed on the development that address access, landscape and screening, transportation and parking, and lighting.

- C. The proposed rezoning is not anticipated to cause 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, 2045) identifies the Character Area of this property as the North Berkeley International Village District. A modification of the PUD (Planned Unit Development) to allow for the construction of a roughly 198,000 square foot flex office/warehouse space 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 ±15.99 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 O2026-19.

**ATTACHMENTS:**

Exhibit “A”: Maps

Exhibit “B”: Legal Description

Exhibit “C”: Master Concept Plan

Exhibit “D”: Proposed Building Elevations

Exhibit “E”: Conditions of Approval

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

Exhibit “G”: Public Notice

{Signatures on the following page}

**IT IS SO ORDAINED this 11<sup>th</sup> Day of May 2026.**

Those councilmembers voting in favor:

\_\_\_\_\_  
Mayor Greg Whitlock

\_\_\_\_\_  
Sarah Y. Park, Post 1

\_\_\_\_\_  
Marline Thomas, Post 2

\_\_\_\_\_  
Kenneth Lamar Doss, Post 3

\_\_\_\_\_  
Manfred Graeder, Post 4

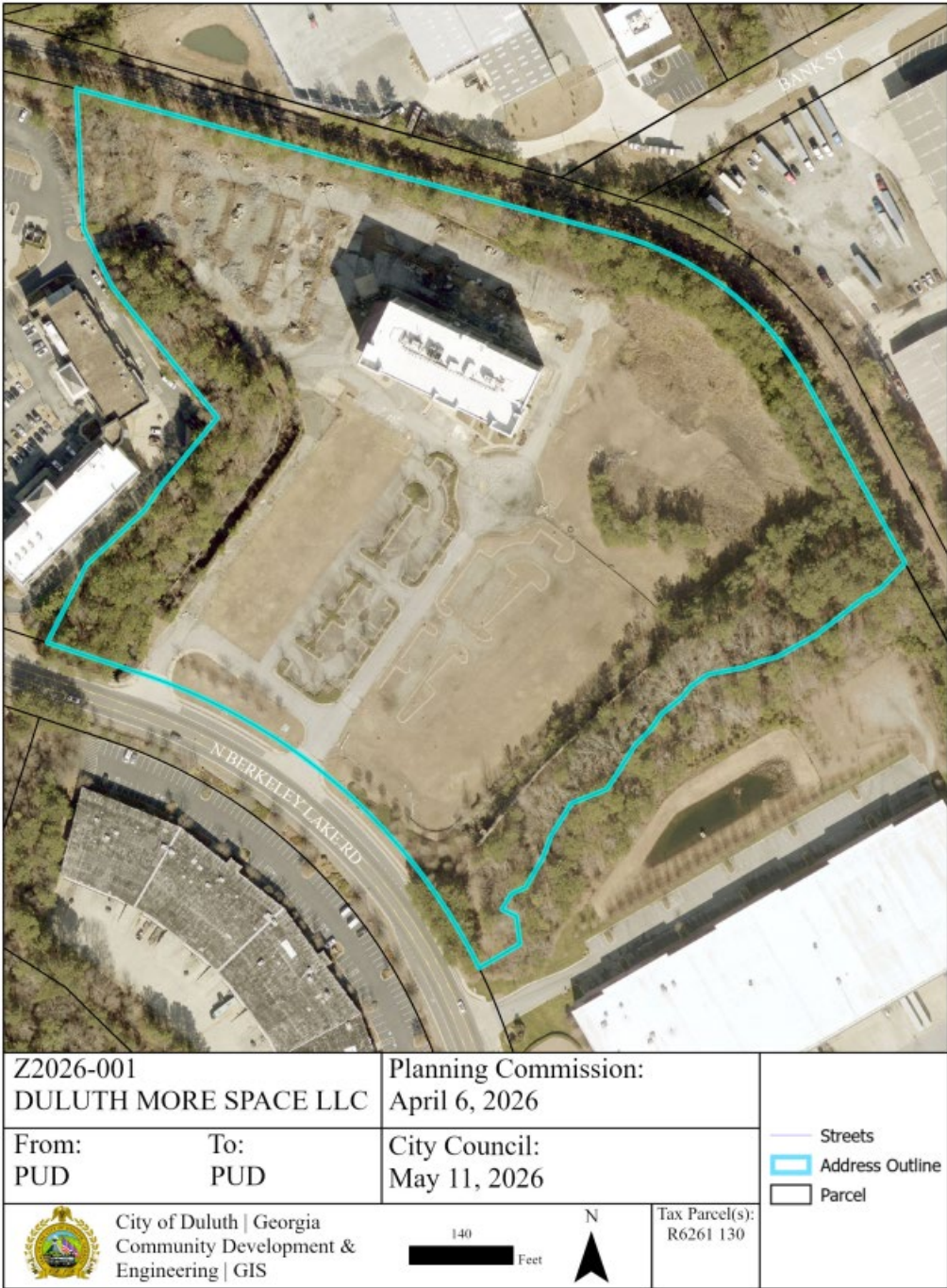
\_\_\_\_\_  
Shenée Johnson-Cummings, Post 5

Those council members voting in opposition:

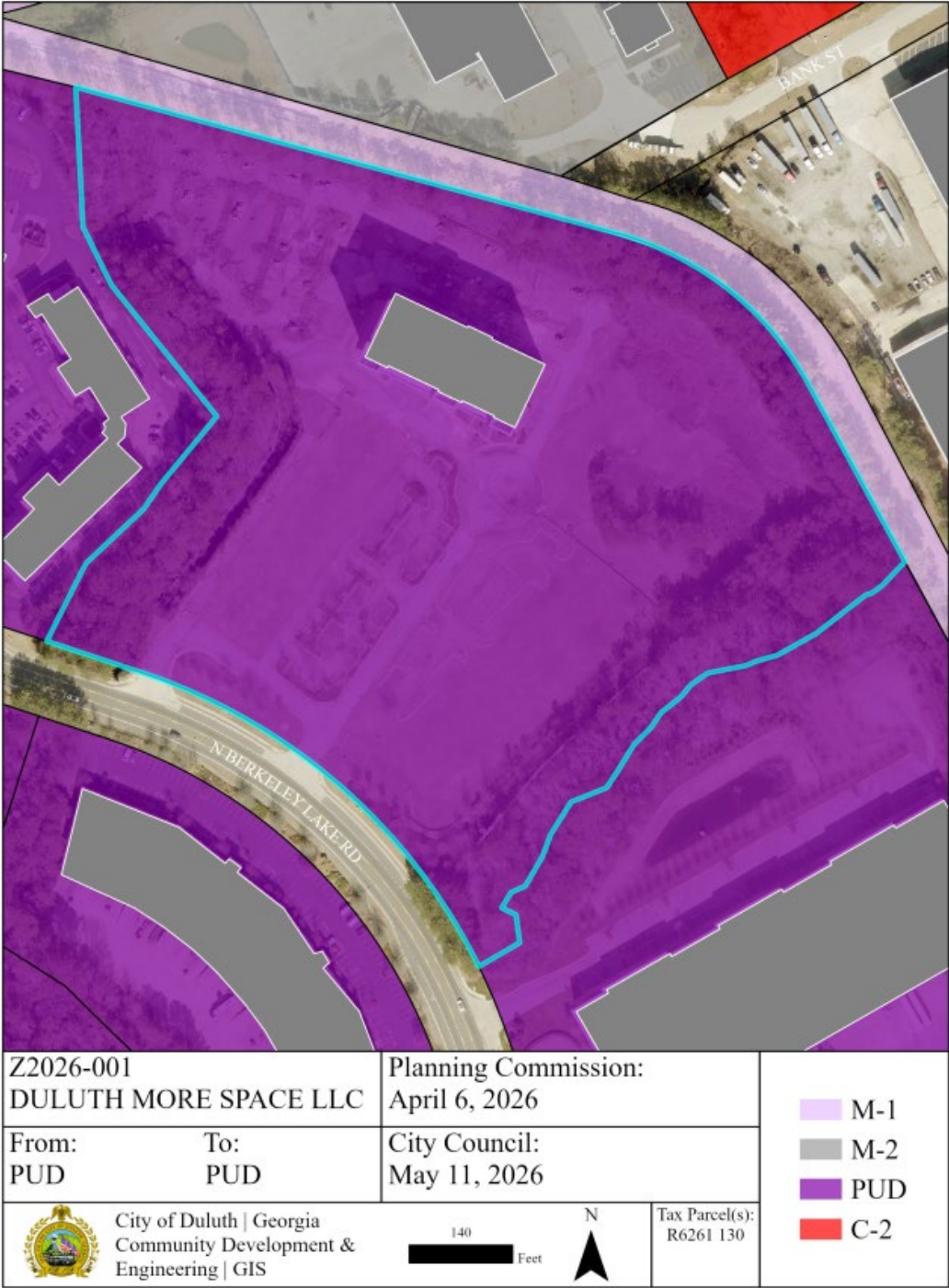
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Teresa Lynn, Asst. City Mgr/City Clerk

Exhibit "A"  
Maps  
Location Map



Zoning Map



Character Area Map



## Exhibit "B"

### Legal Description

DEED B: 60024 P: 00033 06/17/2022 09:41 AM  
22D066441 Page 7 of 7

#### LEGAL DESCRIPTION

2645 North Berkeley Lake Road, Duluth, Georgia 30096  
Point Berkeley III

All that tract or parcel of land lying and being in Land Lots 260 and 261, of the 6<sup>th</sup> District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a ½ inch rebar set on the Northeasterly right-of-way of North Berkeley Lake Road, said point being 1,933.64 feet as measured from the Northernmost corner of the mitered intersection of said right-of-way and the Southeasterly right-of-way of U.S. Highway 23 (a.k.a. Buford Highway); thence leaving said right-of-way of North Berkeley Lake Road North 26°40'20" East a distance of 108.62 feet to a ½ inch rebar set; thence North 46°40'30" East a distance of 170.71 feet to a ½ inch rebar set; thence North 34°37'16" East a distance of 42.34 feet to a ½ inch rebar set; thence North 39°33'16" East a distance of 118.00 feet to a ½ inch rebar set; thence North 38°43'17" West a distance of 228.23 feet to a ½ inch rebar set; thence North 26°06'56" West a distance of 87.70 feet to a ½ inch rebar set; thence North 02°57'49" West a distance of 177.76 feet to a point (said point being North 44°49'39" East a distance of 0.29 feet from ½ inch rebar found); thence South 74°02'11" East a distance of 758.46 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 340.77 feet and a radius of 420.84 feet and being subtended by a chord bearing South 50°50'24" East a distance of 331.53 feet to a calculated point; thence South 27°38'38" East a distance of 241.46 feet to a calculated point located in the centerline of a creek; thence following the meandering of said creek the following courses and distances;

South 43°54'37" West a distance of 42.62 feet to a calculated point; thence South 53°50'34" West a distance of 17.21 feet to a calculated point; thence South 72°15'48" West a distance of 9.20 feet to a calculated point; thence South 52°28'23" West a distance of 83.67 feet to a calculated point; thence South 61°02'16" West a distance of 58.30 feet to a calculated point; thence South 74°55'53" West a distance of 28.68 feet to a calculated point; thence South 66°57'08" West a distance of 15.13 feet to a calculated point; thence South 79°17'05" West a distance of 52.07 feet to a calculated point; thence South 54°51'29" West a distance of 26.72 feet to a calculated point; thence South 40°34'57" West a distance of 21.17 feet to a calculated point; thence South 51°39'52" West a distance of 33.60 feet to a calculated point; thence South 34°33'30" West a distance of 24.12 feet to a calculated point; thence South 45°16'56" West a distance of 31.35 feet to a calculated point; thence South 31°55'35" West a distance of 41.38 feet to a calculated point; thence South 34°13'13" West a distance of 26.86 feet to a calculated point; thence South 68°34'54" West a distance of 50.44 feet to a calculated point; thence South 32°32'06" West a distance of 50.10 feet to a calculated point; thence South 21°09'31" West a distance of 32.99 feet to a calculated point; thence South 30°36'41" West a distance of 44.60 feet to a calculated point; thence South 66°05'52" West a distance of 20.66 feet to a calculated point; thence South 31°25'16" West a distance of 23.83 feet to a calculated point; thence South 63°31'46" East a distance of 21.14 feet to a calculated point; thence South 07°07'66" East a distance of 37.33 feet to a calculated point; thence South 60°05'48" West a distance of 53.63 feet to a ½ inch rebar found on the Northeasterly right-of-way of North Berkeley Lake Road; thence along said right-of-way, following a curve to the left, said curve having an arc distance of 623.12 feet and a radius of 795.00 feet and being subtended by a chord bearing North 49°35'06" West a distance of 607.29 feet to a calculated point; thence continuing along said right-of-way North 72°02'14" West a distance of 117.36 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tract or parcel of land containing 15.994 acres.



**Exhibit "D"**  
**Proposed Building Elevations**



## Exhibit “E”

### Conditions of Approval

#### General

1. 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 the Planning and Development Department. Final architectural design shall meet all applicable City codes and be approved by the Director of Planning and Development prior to the issuance of a development permit. Minor modifications may be approved by the Director of Planning and Development 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 rezoning approval.
2. All conditions shall be shown on the final plat and land development permit set.
3. The developer shall provide underground utilities (power, telecommunication, etc.) throughout the entire development. When feasible, utility meters, power transformers, air conditioner units, etc. shall be located in the rear of the buildings screened from view of the streets. Placement of utilities shall be designed to maximize the quality and quantity of landscaping visible from the street. Air conditioning units may be placed on the roof of the building, with adequate screening so as not to be visible from North Berkeley Lake Road. Power transformers may be placed on the west, east, or north sides of the building.
4. Security access gates shall be installed between the truck court and the trailer expansion area (Phase II) as shown on Exhibit “C”, or in another location as agreed upon by the Department of Planning and Development, in order to secure access into the trailer expansion area (Phase II). An operational plan for the security access gates shall be submitted to the City of Duluth and approved by the Department of Planning and Development prior to the issuance of any permits required for Phase II. Prior to a tenant leasing all or a portion of the building, security access gates shall be installed at both driveways, restricting unauthorized vehicular access to the subject property – such security access gates may be manual swing gates with manual locks.
5. All retaining walls, as needed, shall be constructed of interlocking masonry block, brick or other decorative material as approved by the Planning and Development Department. Timber walls shall be prohibited. All walls shall meet all City design standards and must be included in the site development plans. All walls require separate review and permit.
6. A master signage plan shall be submitted to and approved by the Planning and Development Department prior to the issuance of any building permits.
7. An outdoor lighting plan shall be approved by the Planning and Development Director 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.

8. Uses in the office/warehouse shall be limited to those uses found in the M-1 zoning district.
9. No outdoor storage shall be allowed on any portion of the site.
10. An enhanced landscape and buffer plan shall be submitted with the Land Disturbance Permit, as required. The plan shall show an enhanced landscape plan along North Berkeley Lake Road as well as the mitigation measure for revegetation of the existing drive within the property as shown on the Master Site Plan. The enhanced landscape plan shall be permitted in lieu of parking lot tree requirements within the 1.25-acre trailer expansion (Phase II) area.

### **Truck Parking**

11. No automobile or heavy truck (those with a weight class of 7 or higher) may be parked in the area designated "Phase II: Trailer Expansion Area" until the applicant demonstrates that said parking area conforms to all requirements of the city's parking and loading requirements, including, but not limited to: parking surfaces and materials, striping, circulation, landscaping, and buffering. If personal automobile parking is to be proposed in the expansion area, a sidewalk (or appropriate pavement markings/striping through the truck court) must be provided to the nearest pedestrian entrance to the warehouse facility.
  - a. If the "trailer and/or auto parking expansion area" is to be completed at a later phase, it must be called out on all land development permit sets, and the area must be stabilized in accordance with the Gwinnett County Stormwater Management Manual.
12. No heavy truck (those with a weight class of 7 or higher), heavy equipment, recreational vehicle, boat, semi-trailer, tractor-trailer, trailer, camper or other oversized vehicles shall park on the subject property except those that are related to the business operations of the warehouse developed on the subject property. All vehicles shall be parked on an approved concrete or asphalt parking surface (no parking on grass, dirt, pine straw, mulch or any other unimproved surface) within a marked space specifically designated for oversized vehicles. Vehicles specific to the business operations of this warehouse may be parked in a lawful space, provided they are onsite for specific purposes related to business operations. Drivers of vehicles may not spend the night in the trucks on site.
13. Areas proposed for loading and unloading motor vehicles in off-street locations shall be provided at the time of the initial construction of any building or structure. Such off-street loading areas shall have access to a public alley or street and shall be provided and maintained in accordance with the following requirements, the computation of which shall not be included in the off-street parking requirements.
  - a. Loading Spaces Provided. Any such business or use shall provide adequate off-street facilities for the loading and unloading of merchandise, supplies, goods, freight, provisions or furnishings within or adjacent to the building as deemed appropriate by the owner or occupants of the property. Such loading facilities, if provided, shall not obstruct freedom of vehicular traffic or pedestrian movement on the public streets and sidewalks.
  - b. Location of Off-Street Loading Areas. Off-street loading and unloading areas shall in all cases be located on the same lot or parcel of land as the structure they are intended to serve. In no case shall the off-street loading space be considered as part of the area provided to satisfy off-street parking requirements as listed herein.
  - c. Adequacy of Loading Area. All such uses shall provide off-street loading areas sufficient for their requirements. Such space shall be adequate if no vehicle being loaded or unloaded in connection with normal operations shall stand in or project into a public street, walk, alley, or way.
  - d. Use of Off-Street Truck Loading Area. Off-Street loading areas shall not be used as permanent

parking areas, rest areas, or for overnight stays. It shall be unlawful for any heavy truck, heavy equipment, recreation vehicle, semi-trailer, tractor-trailer, trailer, camper or other Oversized Vehicle to park, stop, or stand in any designated off-street loading area for any purpose other than to actively stage, load or unload merchandise, supplies, goods, freight, provisions, or furnishings.

14. Signage stating the following will be posted on the site:

- a. "No unauthorized vehicles or trucks"
- b. "Under no circumstance shall anyone use the parking spaces for anything other than active loading, unloading, or parking."

15. Setback Requirements.

- a. Off-street truck loading areas shall be set back from the front property line by at least 10 feet. An additional 10-foot setback from any buffer required along a side or rear property line shall also be maintained.
- b. The required setback area between the front property line and the truck loading area shall be used for landscaping and/or screening as required by the applicable provisions of the Buffers, Landscaping and Tree Protection Article of this Development Code.

## **Variance**

16. The applicant is granted a variance from the City of Duluth's minimum parking requirement for 183 standard car parking spaces.

**Exhibit "F"**

**Applicant's Response to the Standards Governing Special Use Consideration**

**ANDERSEN | TATE | CARR**

**LETTER OF INTENT AND  
JUSTIFICATION FOR MODIFIED REZONING PLAN**

**City of Duluth, Gwinnett County, Georgia**

**Applicant:**

Duluth North Berkeley Industrial Owner, LLC  
3520 Piedmont Road, Suite 100  
Atlanta, Georgia 30305

**Property:**

Tax Parcel ID R7203 092  
+/-15.99 Acres of Land  
Located at 2641 North Berkeley Lake Road  
Duluth, Georgia 30097

**Submitted for Applicant by:**

Melody A. Glouton, Esq.  
ANDERSEN TATE & CARR, P.C.  
One Sugarloaf Centre  
1960 Satellite Blvd.  
Suite 4000  
Duluth, Georgia 30097  
770.822.0900  
[mglouton@atclawfirm.com](mailto:mglouton@atclawfirm.com)

## **I. INTRODUCTION AND PROPOSED USE**

This application for Modified Rezoning Plan is submitted for a 15.99-acre parcel of land located in the City of Duluth, Georgia, identified as Parcel R6261 130 (hereinafter the "Property"). The purpose of the Modified Rezoning Plan is to allow for the development of a warehouse facility and associated surface parking area. The Property is currently zoned PUD (Planned Unit Development District).

This document is submitted as the Letter of Intent, a description of the proposal, and response to the standards identified in the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), including other materials required by the Ordinance.

## **II. CITY OF DULUTH ZONING ORDINANCE AND COMPREHENSIVE PLAN**

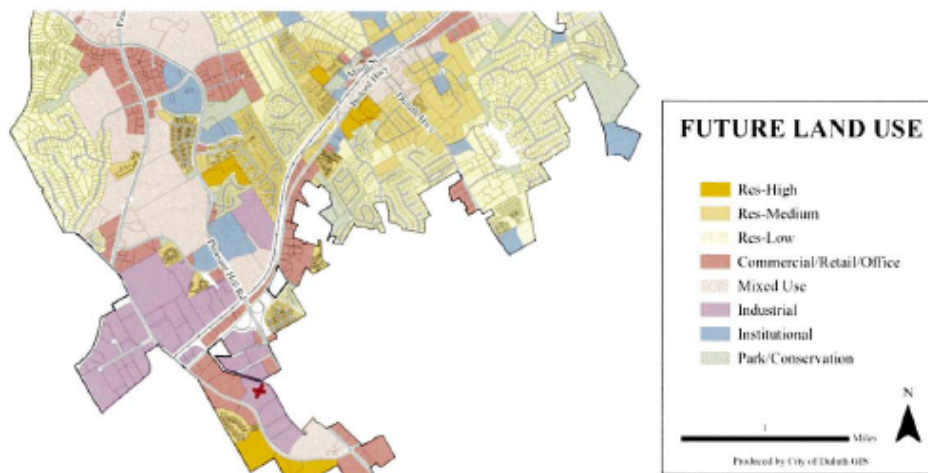
The property is zoned PUD (Planned Unit Development District), under the current Zoning Ordinance of the City of Duluth, Georgia. According to Section 205.19 of the Unified Development Code ("UDC"), one intent of the PUD District is to "accommodate relatively large scale, planned developments," including "master planned single use developments, and higher residential densities than allowed in other zoning districts."

The Property is located in the **North Berkeley Lake International Village** Character Area. Pursuant to the City of Duluth Comprehensive Plan ("ForwarDuluth"), this district 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. The Property is further identified below from ForwarDuluth:



ForwarDuluth specifically discusses this Property and states that it is the biggest opportunity for development and redevelopment. The Property is currently occupied with a vacant seven-story office building. It has remained vacant and undeveloped for decades. The

existing tower has never been occupied since it was constructed. As stated in ForwardDuluth, the Property could see its value increase with improvements being made to nearby Gwinnett Place (including the 39-acre portion acquired by Gwinnett County in 2021). The Applicant is seeking to redevelop the vacant and underutilized Property into an economic activity center to include warehousing. As identified below, the Future Land Use Map also identifies the Property as industrial.



### **III. PROJECT DESCRIPTION**

As shown on the site plan prepared by Eberly & Associates, dated February 13, 2026, and filed with this Application (hereinafter the “Site Plan”), the Applicant proposes to develop the site as a warehouse facility with associated surface parking. The proposed warehouse will be approximately 198,500 square feet (approximately 5,000 square feet of office space), including a truck court with 27 trailer spaces. The warehouse will be a maximum height of 50 feet. While the warehouse would occupy the majority of the site area, approximately 1.25 acres is reserved for trailer and/or auto parking and expansion area. The proposed development would be served by the two existing access driveways onto North Berkeley Lake Road. The Applicant has included a sample elevation from a prior development as a general representation of the project.

In order to properly develop the site under the current lot constraints, the Applicant is requesting a variance from Section 404.01, Table 4-B: Minimum Parking Spaces. The UDC provides that an “Office-Warehouse” shall be required to provide 1 parking space per 200 square feet of office space, plus 1 parking space per 1000 square feet of storage area. The UDC requires 224 spaces, and the site plan currently provides 183 spaces. The requested variance will enable the Applicant to develop a dormant site and stimulate economic activity in the area.

#### IV. SITE IMPACT ANALYSIS

The Applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. The Applicant submits its written analysis which shows that the Modified Rezoning Plan satisfies the responses to evaluation criteria as follows:

(1) WHETHER A PROPOSED MODIFICATION WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

Yes. The proposed modification is consistent and suitable with the existing use and development of adjacent and nearby properties. The Property maintains frontage on North Berkeley Lake Road and as indicated in Forwarduluth, the Property is located in the most diverse character area in terms of land uses. There are large shopping centers, smaller strip centers, and industrial uses and offices uses in close proximity to the site. The proposed warehouse facility is compatible with existing commercial will serve as an economic activity center.

(2) WHETHER A PROPOSED MODIFICATION WILL ADVERSELY AFFECT THE EXISTING USE OR USEABILITY OF ADJACENT OR NEARBY PROPERTY:

No. The proposed modification will not adversely affect the existing use or usability of adjacent or nearby property. In fact, the proposed modification will activate a vacant and underutilized site that has been dormant for years. The proposal is compatible with existing commercial uses near the site and would be a complimentary development.

(3) WHETHER THE PROPOSED MODIFICATION WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

No, the proposed modification will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient access to North Berkeley Lake Road and I-85, and can be further supported by the development of the Gwinnett Place Transit Center. Gwinnett County was recently awarded a \$20 million Rebuilding American Infrastructure with Sustainability and Equity grant to transform the Gwinnett Place Transit Center. Gwinnett's Transit Development Plan serves as a foundational investment that will allow the county to plan for continued growth and the expansion of current transit services. Accordingly, the proposed development of the Property will benefit from this asset and help create an economic activity center.

(4) WHETHER THE PROPOSED MODIFICATION IS CONSISTENT WITH THE LAND USE POLICY PLAN, COMPREHENSIVE PLAN, TRANSPORTATION PLANS, OR

**OTHER PLANS ADOPTED FOR GUIDING DEVELOPMENT WITHIN THE CITY OF DULUTH:**

The proposed modification is in conformity with the City of Duluth's intent set forth in the PUD zoning classification and will provide a relatively large scale, master planned single-use development. Moreover, as set forth in ForwardDuluth, this Property provides the biggest opportunity for redevelopment. More importantly, the City identifies this area as industrial under its Future Land Use plan. The existing seven-story tower on the Property has never been occupied. The modification will allow for the site to be activated and also co-exist with existing commercial businesses.

**(5) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY THAT GIVE SUPPORTING GROUNDS FOR EITHER THE APPROVAL OR DISAPPROVAL OF THE MODIFICATION:**

The Applicant submits that the Property has remained vacant and blighted for an extensive period of time. The modification will allow for the site to be activated and redeveloped as a warehouse facility, thereby boosting economic activity for a dormant site. For context, the existing structure was constructed in or around 1990 and has remained unfinished since. The Property was purchased out of foreclosure and ownership changed several times before recently being acquired by current owner, Duluth More Space, in 2022. Over the years, multiple efforts to develop or repurpose this Property have been unsuccessful. The original developer was unable to complete the project, and subsequent attempts to utilize the existing structure have failed, primarily due to changed or unfavorable market conditions. The Property has changed ownership multiple times, yet it has remained a vacant, incomplete, and underutilized site for decades. Most recently, in 2022, the current owner explored a self-storage redevelopment concept; however shifting market dynamics again rendered the plan financially unfeasible.

**(6) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED MODIFICATION HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:**

No, the Applicant incorporates by reference the detailed response in number 5 above. By way of further response, the Applicant submits the modification of the Property would develop the site into a more viable and compatible use with surrounding commercial properties and will serve to activate a blighted property.

**V. JUSTIFICATION FOR MODIFIED REZONING PLAN**

The Applicant respectfully submits that the "Zoning Ordinance of the City of Duluth, Georgia" (the "Ordinance"), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude the development of a warehouse facility, including any other development standards, allowed by Ordinance is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation

of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the Mayor and Council of the City of Duluth to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning conditions, zoning classification, and/or development standards, and any other zoning of the Property save for what has been requested (a warehouse facility with associated surface parking) as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning conditions, zoning classifications, and/or development standards between the existing zoning and the zoning requested hereunder would constitute an arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning conditions, zoning classification, and development standards would constitute, a taking of the owner's private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

Further, the Applicant respectfully submits that failure to approve the requested Modified Rezoning Plan would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the Mayor and Council of the City of Duluth cannot lawfully impose more restrictive standards upon the use or development of the Property than presently exist, as to do so not only would constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application for a Modified Plan meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

**VI. CONCLUSION**

For the foregoing reasons, the Applicant respectfully requests that this application for a Modified Rezoning Plan be approved. The Applicant welcomes the opportunity to meet with the City of Duluth Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 13<sup>th</sup> day of February, 2026.

**ANDERSEN, TATE & CARR, P.C.**

*Melody A. Glouton*

Melody A. Glouton, Esq.

Enclosures

MAG/dwb

4920-4741-8254, v. 1

**Exhibit "E"****Public Notice - Public Notice Printed in Gwinnett Daily Post 04/21/2026**

GDP488s  
 apr13  
**CITY OF DULUTH  
 NOTICE OF PUBLIC  
 HEARING**  
 NOTICE IS HEREBY  
 GIVEN that a public  
 hearing will be held be-  
 fore Mayor and Council  
 to consider a Rezoning  
 request from Duluth  
 North Berkeley Industri-  
 al Owner LLC, do Ander-  
 sen, Tale and Carr for  
 approximately 15.99  
 acres in Land Lot 203,  
 7th District, Gwinnett  
 County, located at 2641  
 North Berkeley Lake  
 Road, consisting of tax  
 parcel R7203-092, Case  
 Number Z2026-001. The  
 request is to modify the  
 rezoning plan to allow for  
 the development of a  
 warehouse facility and  
 associated surface park-  
 ing area. The property is  
 zoned PUD (Planned  
 Unit Development). The  
 public is invited to attend  
 this hearing before the  
 Mayor and Council on  
 the proposed rezoning.  
 The meeting date, place  
 and time regarding this  
 matter are as follows:

**WHEN:**  
 May 11, 2026 - 6:00PM

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

**PERSONS INTERESTED  
 IN THIS MATTER**  
 are invited to review the  
 proposed rezoning, which  
 is on file with the De-  
 partment of Planning &  
 Development of the City  
 of Duluth and to attend  
 the public hearing at the  
 date, time and place pro-  
 vided in this notice, to  
 express their opinion on  
 this matter. Written  
 comments may also be  
 received in lieu of testi-  
 mony during the public  
 hearing. Written com-  
 ments may be sent to the  
 following address:

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

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

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In compliance with the  
 Americans with Disabili-  
 ties 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 accom-  
 modations are necessary  
 and/or if program infor-  
 mation is needed in an  
 alternative format. Spe-  
 cial requests must be  
 made in a reasonable  
 amount of time in order  
 that accommodations  
 can be arranged.

4:26,2026

