



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

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

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

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**FEBRUARY 28, 2022**

**CITY HALL – COMMUNITY ROOM**

**5:30 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 - PM CALL TO ORDER**

**I. PUBLIC COMMENTS**

Five minutes per person, maximum 6 speakers. *Sign-up sheet available.*

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

**1. STORMWATER UPDATE**

Staff will provide a presentation on the City's stormwater program, which will outline some pending stormwater issues and the possibility of expanding the city's "extent of service" as it relates to what infrastructure is maintained by the city.

**2. ECONOMIC DEVELOPMENT UPDATE/MGMT LEASE**

Staff will provide a presentation on citywide economic development activities and propose a temporary lease of the Festival Center (Parkside Suite on the second floor) for the SODO apartment complex leasing office.

**IMPACT TO BUDGET: TBD**

**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.

### 3. DULUTH PUBLIC ART COMMISSION

Councilmember Whitlock to provide a presentation to Council regarding a recommendation from DPAC on the selection of the structural art piece proposed for Rogers Bridge Park. Award of bid/artist contract is set for the March 14th agenda.

### 4. FALLEN SOLDIER MEMORIAL UPDATE

Staff will provide an update on the final concept design for the Fallen Soldier memorial.

### 5. BOARDS/COMMISSIONS

Staff to present recommendations for Board and Commission appointments.

### 6. SPHERE OF INFLUENCE

Gwinnett County's Sphere of Influence policy enables cities within Gwinnett County to have input into zoning actions. The County has accepted an application of rezoning (case number RZC2021-00031) for a 20.87-acre property on Duluth Highway at McDaniel Farm Road (parcels R7119 100, R7119 114, R7119 116, and R7119 118) that would allow for the construction of 289 multi-family residential dwelling units and 59,210 square feet of retail.

A similar application was received by the County in 2020. At that time, staff was directed by City Council to provide comments on the proposal. Those comments are included in the work session agenda binder.

Staff will provide a summary of the current application and receive direction from City Council on whether to provide Gwinnett County comments.

## **III. MATTERS FROM COUNCIL**

## **IV. ADJOURNMENT**

*The next scheduled meeting of the Mayor and Council is March 14, 2022 at 6:00 p.m.*

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as Lease) is made and entered into this \_\_\_\_\_ day of **March 2022**, by and between the **CITY OF DULUTH, GEORGIA**, a municipal corporation, Party of the First Part, (hereinafter referred to as Lessor), and **John Paul Diego, The Management Group, LLC** Parties of the Second Part, (hereinafter referred to as Lessee).

### WITNESSETH

That the said Lessor, for and in consideration of the compensation, covenants, agreements and stipulations hereinafter mentioned, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and the said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called Premises), to wit:

#### 1. LEASED PREMISES

A portion of that building which lies in Gwinnett County, Georgia, **having an address of 3142 Hill Street, Duluth, Georgia 30096. The Lessee shall have access to common restroom facilities located on the second floor and shall have access to the common stairwell for ingress and egress. The Lessee shall not have access to any Festival Center facilities other than those specifically referenced herein. Lessee shall lease space known as Park Side Suite.**

Also leased herewith is the nonexclusive right and privilege to utilize the parking areas which are paved and located in back of said leased Premises and any other public parking space controlled by the City of Duluth.

#### 2. TERM

The Lease term shall commence on the \_\_\_\_\_ day of **March, 2022**, and shall continue on monthly basis unless sooner terminated or extended as hereinafter provided, and may be renewed by written agreement.

#### 3. RENTAL

A. **BASE RENTAL:** Lessee agrees to pay Lessor, promptly on the first day of each

month, in advance, during the term set forth herein, a monthly rental of **Twelve Hundred dollars (\$1200.00)** payable on the **15<sup>th</sup> day of each month** commencing on the **15th day of March 2022**. Said rental shall be paid at the Office of the Lessor at the City Hall Business Office. Lease rates are subject to change with a 60 day notice.

\_\_\_\_\_ **John Paul Diego**                      **Date:** \_\_\_\_\_

\_\_\_\_\_ **James Riker**                      **Date:** \_\_\_\_\_

#### **4. USE OF PREMISES**

The premises shall be used for the conduct of the business of the Lessee, and shall primarily be used as an **office**. **Use shall not interfere with the operation of the Festival Center or its clients. Festival Center uses shall hold a superior position. The Lessee shall be required to keep the office in a clean and neat condition at all times. Lessee will be notified of events which necessitate vacating the office. Notice will be given 48 hours before the need to vacate but will not negate the owners need to vacate the space if notice is less than 48 hours. Owner shall have access to the space without a notification requirement to allow for normal maintenance activities.**

Lessee agrees that Lessee shall not use its premises in such manner as to interfere with the quiet enjoyment of other users of other leased space on the premises (premises shall mean the property Lessor on which the leased premises is situate). Lessee shall cooperate with each of the other users in the use of parking and other common facilities so as to not unreasonably interfere with or impair vehicular or pedestrian access to the various buildings located on the tract by other users, their customers, guests, employees and invitees.

The premises shall not be used for any illegal or deceptive purpose; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance on the premises required to be maintained in effect by the terms of this Lease or which would have the effect of causing any insurance carried by Lessor to be subject to cancellation or increased in premium rate or otherwise adversely rated or classified.

#### **5. UTILITIES**

**Utilities are covered in the lease rate.**

#### **6. SPECIAL RESTRICTIONS**

Lessee further covenants and agrees that Lessee shall not store within the leased premises any explosive such as dynamite or any highly inflammable liquids or substances which would



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

## 7.

### LESSORS ACCESS

Lessor shall have the right to enter the leased premises at all times and to use the remainder of the premises. Lessor's entry rights shall extend to contractors, architects or other personnel who have need to examine the leased premises and/or surrounding areas. Lessor will use its best efforts not to interfere with Lessees use of its portion of the premises.

## 8.

### ALTERATIONS AND ADDITIONS

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

In the event of the filing of any such lien, Lessee shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied as respects the leased premises and the real property on which it is situate. Lessee understands and agrees that any and all structural alterations, modifications, or additions made within, on or about the leased premises may become permanent fixtures and may not be removable by Lessee on the normal termination or prior termination of this lease as provided for herein in this Lease Agreement. **Lessee must present leasehold improvement plan to City Manager and Planning and Development Department. Improvements may not proceed without express written approval from City Manager. All improvements remain the property of the owner and may not be removed except by express written permission of the City Manager.**

**9.**  
**DESTRUCTION OF OR DAMAGE TO PREMISES**

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

**10.**  
**INSURANCE**

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

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

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

**11.**  
**INDEMNITY**

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

- A. Lessee, its partners, customers, invitees, agents, employees, contractors, and

subcontractors, their partners, agents, and employees; and

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

## **12.**

### **GOVERNMENTAL ORDERS**

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

## **13.**

### **ASSIGNMENT AND SUBLETTING**

Lessee may not sublease all or any portion of the leased premises to others nor shall Lessee permit the use of the premises by any party other than Lessee. In the event Lessee attempts any assignment or sublease of all or any portion of leased premises to others, then, and in that event, Lessor, at its sole option, shall have the right to terminate this lease immediately upon obtaining knowledge of such purported assignment or sublease unless prior written consent by Lessor is obtained by Lessee. In the event that Lessor, in the exercise of its sole discretion, should consent to the substitution of another person, firm or corporation as Lessee hereunder, the provisions of this paragraph shall remain of full force and effect with regard to any such assignment, sublease or substitution of any person, firm or corporation as Lessee.

## **14.**

## **DEFAULTS BY LESSEE/CANCELLATION OF LEASE BY LESSOR**

It is mutually agreed that (I) if the Lessee shall default in the payment of rent herein reserved, when due and fails to cure said default on demand; or (ii) if Lessee shall default in performing or complying with any of the terms, covenants, conditions and requirements imposed on Lessee under the provisions of this lease, other than the provision requiring the payment of rent, and the Lessee fails to cure such default within ten (10) days after the date of receipt of written notice of default from Lessor; or (iii) if Lessee is adjudicated bankrupt; or (iv) if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or (v) if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or (vi) if Lessee makes an assignment for benefit of creditors; or (vii) if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor, at its option, may at once terminate this Lease by written notice to Lessee; whereupon this lease shall end. Any notice provided for in this paragraph may be given by Lessor or his attorney or agent. Upon such termination by Lessor, Lessee will at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith reenter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible detainer or other tort.

### **15. MORTGAGEE'S RIGHTS**

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

### **16. NO ESTATE IN LAND**

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

### **17. HOLDING OVER**

If Lessee remains in possession of premises after expiration of the lease term hereof, including any renewal or extension thereof, with Lessor's acquiescence and without any express

agreement of parties, Lessee shall be a tenant at will at rental rate in effect at end of this lease; and there shall be no renewal of this lease by operation of law.

**18.**  
**ATTORNEY'S FEES AND HOMESTEAD**

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

**19.**  
**RIGHTS CUMULATIVE**

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

**20.**  
**WAIVER OF RIGHTS**

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

**21.**  
**TIME OF ESSENCE**

Time is of the essence of this agreement.

**22.**  
**CONDITION OF PREMISES**

Lessee shall be responsible for cleaning the premises regularly and shall leave the premises in the same condition as delivered free and clear of litter and trash.

**23.**  
**SIGNS**

No sign, billboard, or other advertising may be placed on the leased premises or the building which is located on the premises, or on the grounds outside the leased premises by Lessee without Lessor's prior written approval. Lessor reserves the right to approve the size, and

style set forth on any such sign and Lessor shall have the right to specify and designate wherein any such sign shall be placed with reference to the leased premises as well as the manner and method of installation of any such sign.

**24.**  
**LATE PENALTY ON RENT**

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

**25.**  
**RENEWAL**

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

**26.**  
**ENTIRE AGREEMENT**

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

**27.**  
**APPLICABLE LAW**

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

**28.**  
**DEPOSIT**

**Deposit is not required.**

**30.**

## DECLARATION

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

### **PARTY OF THE FIRST PART (LESSOR)**

CITY OF DULUTH, GEORGIA

BY: \_\_\_\_\_  
**James Riker**, City Administrator

ATTEST:

BY: \_\_\_\_\_  
**Teresa Lynn**, City Clerk

### **PARTIES OF THE SECOND PART (LESSEE)**

BY: \_\_\_\_\_  
**John Paul Diego**  
**The Management Group, LLC**  
**7000 Peachtree Dunwoody Rd. NE**  
**Bldg 14, Atlanta, GA 30328**

TITLE:

ATTEST:

BY:



1

Rogers Bridge Park (current area)



2

Rogers Bridge Park (future expansion)



3

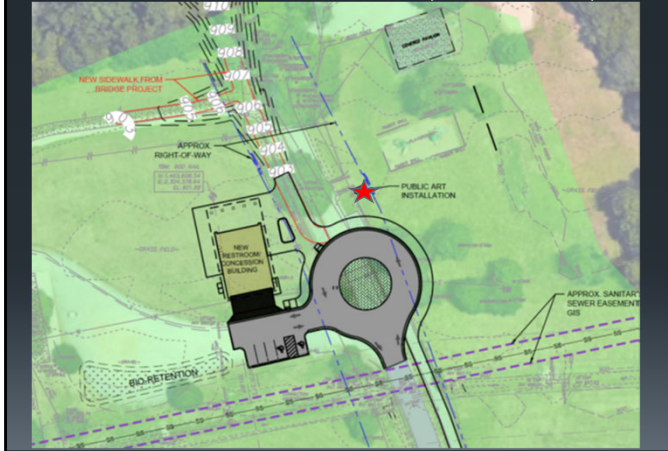
Rogers Bridge Area of Focus



4



Art Placement Location (w Phase 1)



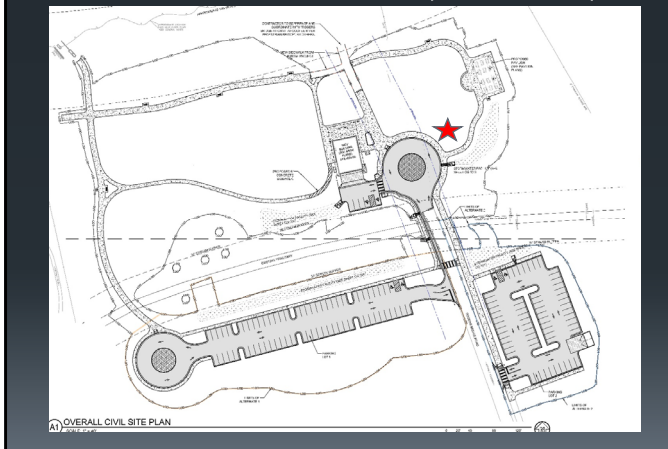
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Rogers Bridge Park Master Plan



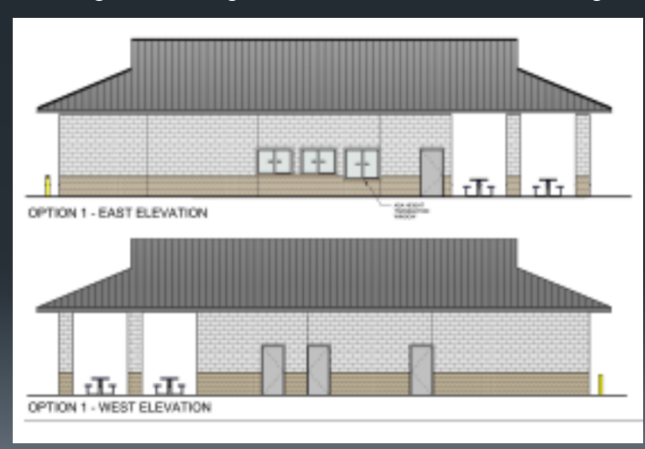
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Art Placement Location (w Phase 2)



7

Rogers Bridge New Restroom Building



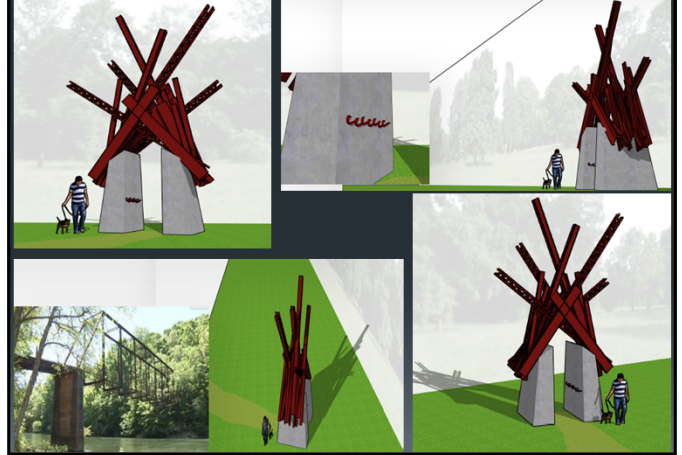
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### Rogers Bridge Rendering



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### Composition 1 - Phil Proctor



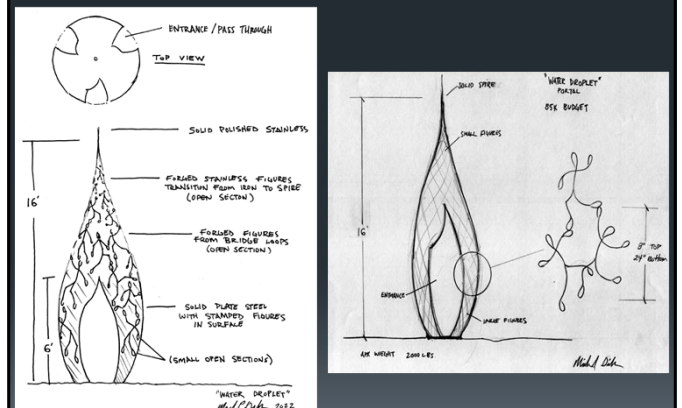
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### Composition 1

1. Represents the rivers water as it embraces the bridge column. It is also a literal passageway between two places; the restoration and partnership of the communities.
2. Approx. Dimensions: 18' width x 27' tall, weight: 70,000 lbs. (not including underground footers), Budget: \$100,000
3. What materials used to construct the case would prevent graffiti? When graffiti is a concern on concrete like in my design, there is an array of anti graffiti sealers on the market that will make graffiti removal very easy.
4. What are the "hooks" and what are they for? The detail is a wave design made from parts cut from the bridge pins, this would be a component that creates a more intimate experience for the viewer (more detail). Phil understands and agrees that this detail needs more work and would easily work that part out.

11

### Water Droplet - Michael Dillon



12

## Water Droplet

1. To integrate aesthetics of man-made industrial steel with the river and nature. The Water Droplet is a portal or door, a concept to create a space that the viewer can actively pass thorough the portal while bringing attention to the importance of our water sources.
2. Approx. Dimensions: 5' width x 16' tall in total, 6' tall for portal opening, weight: 2,000 lbs., Budget \$85,000
3. Would the structural design be climbable? Can you give more definition on the concept and what it will look like? **The bottom** would be a 6' tier that is formed from solid plate steel, with figures stamped into the metal by forging. Small cutouts of hands, feet and heads in this section are small enough that they will not allow a hoot hold. The plate steel transitions into a 2<sup>nd</sup> tier that is constructed from forged figures to become a solid spire at the very top. The stainless will be very bright and will reflect the light and the iron will patina naturally. The interior floor space can be a solid surface such as natural stone or can be a soft landscape material.

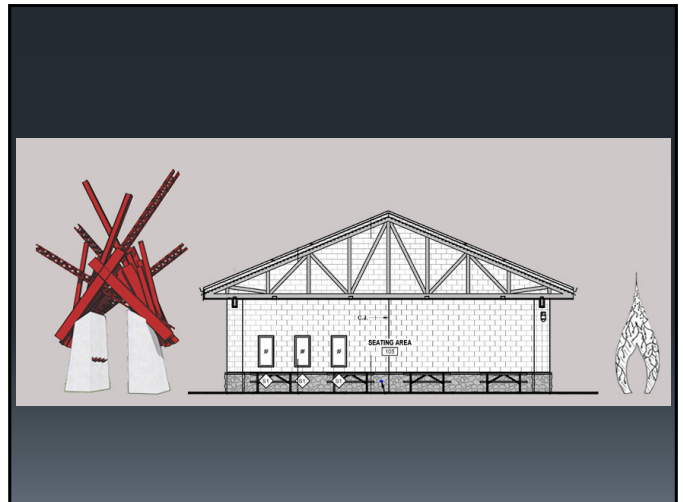
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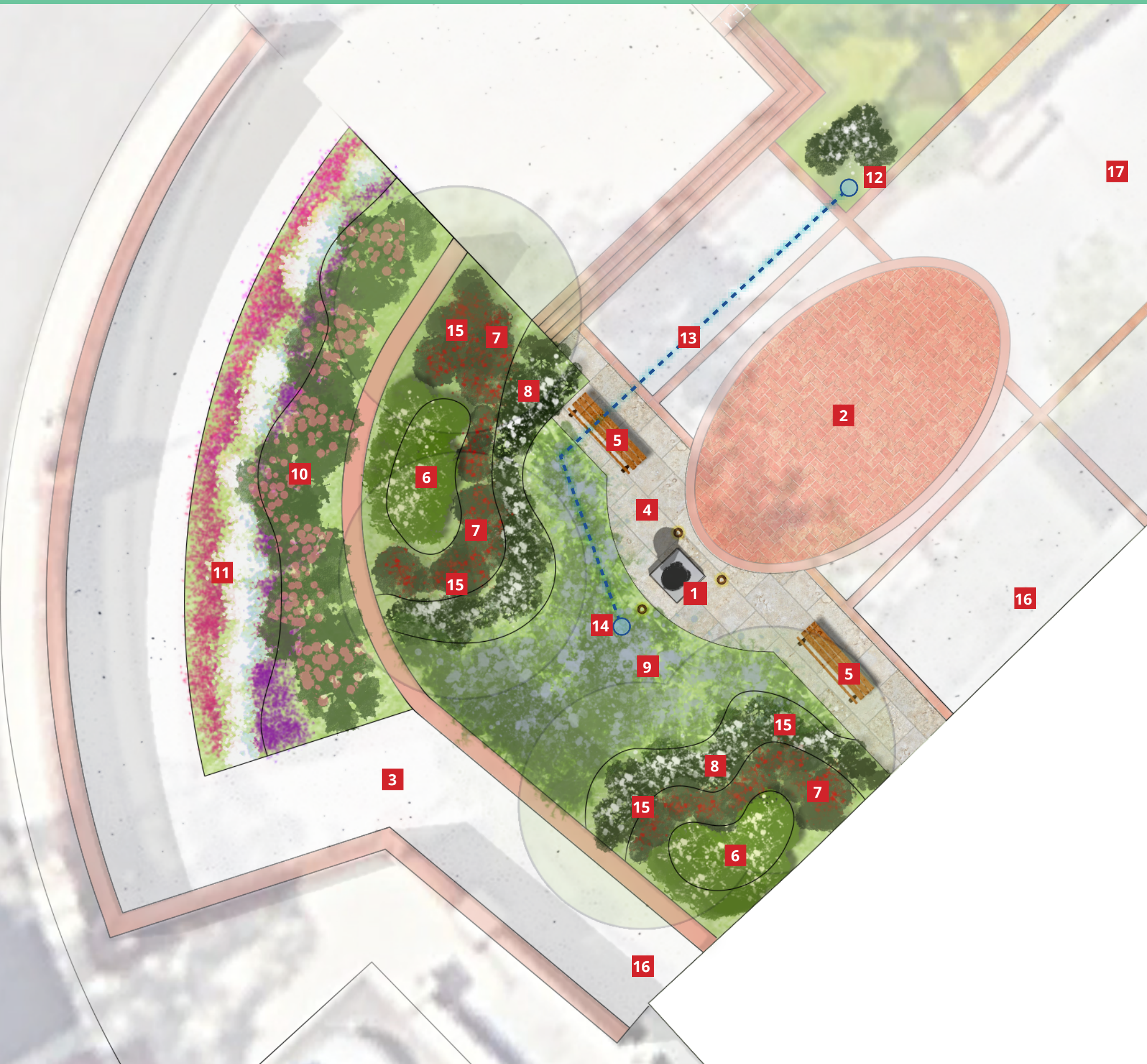


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# Fallen Soldier Memorial and Garden

Duluth, GA



- 1 Fallen Soldier sculpture, with brick base, memorial plaque, and uplights.
- 2 Existing pavement to remain, typ.
- 3 Existing ADA access to the building.
- 4 Pavement band to match stone on existing building.
- 5 Benches to match existing, typ.
- 6 Oakleaf hydrangea "Munchkin" (3' to 4' height)
- 7 Azalea "Autumn Bonfire" (2' to 3' height, red flowers in spring, summer, and fall)
- 8 Dwarf gardenia (1' to 2' height, fragrant)
- 9 Creeping rosemary (1' to 2' height, fragrant)
- 10 Peony cultivars "America", "Blaze", and "Kansas" (heat resistant and early blooming)
- 11 Creeping phlox ("Red Wings", "White Delight", and "Blue Emerald")
- 12 Landscape drain to address drainage issue; gardenia planting.
- 13 Core-drilled drain pipe under walk.
- 14 Landscape drain and connection to existing storm drain.
- 15 Existing crepe myrtle trees, typ.
- 16 Building entry
- 17 Walk/stairs to north facade

The Fallen Soldier Memorial and Garden is designed to provide visibility of the sculpture from multiple angles including the entry to City Hall, from the walkways to the northeast and northwest, and from the ADA path to the southwest. The design maintains the existing crepe myrtles, but replaces the existing shrub plantings with low-growing plant material to maintain visibility within the space while maintaining the sense of enclosure and quiet reprieve. The plantings introduce seasonal color, scent, texture, and evergreen qualities. In addition, the plant selections are imbued with symbolism - rosemary represents remembrance, hydrangeas evoke perseverance, and peonies signify healing.



# Fallen Soldier Memorial and Garden

Duluth, GA







## City of Duluth Department of Planning & Development

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3167 Main Street  
Duluth, Georgia 30096  
Phone: (770) 476-1790  
Fax: (770) 814-3008  
[www.duluthga.net](http://www.duluthga.net)

July 17, 2020

Gwinnett County Planning and Development  
c/o Ashley Nichols (Ashley.Nichols@gwinnettcountry.com)  
446 West Crogan Street  
Lawrenceville, GA 30046

RE: RZM2020-00026 & RZM2020-00027

Mrs. Nichols:

Please accept this letter on behalf of the City of Duluth regarding Rezoning Application RZM2020-00026 and RZM2020-00027 submitted to Gwinnett County for an entitlement to construct a 373 unit apartment complex in close proximity to the City of Duluth. Please provide this letter to the Gwinnett County Planning Commission and Gwinnett County Board of Commissioners so the comments may be considered in any recommendation or formal action taken regarding the land-use on parcels R7119 100, R7119 114, R7119 116, R7119 118 and R7119 002A near the intersection of Duluth Highway and McDaniel Road in unincorporated Duluth, Georgia.

The City of Duluth sincerely appreciates the opportunity to provide comments on the proposal. Like most jurisdictions in metro-Atlanta, the City of Duluth has been presented with an abundance of opportunities to construct multi-family developments within the city limits. As a result, the City has invested a tremendous amount of time and resources to better understand the best practices for multi-family development. This has allowed the City of Duluth to be intentional with the design and placement of multi-family land-uses.

The City of Duluth opposes the proposed application to allow for the construction of 373 multi-family units near the eastern gateway into the City of Duluth. Gwinnett County's 2040 Unified Plan identifies the character area of the subject properties as Workplace Center. The Workplace Center character area is for predominantly employment oriented uses and includes office parks, industrial parks, and locations for freight oriented and logistic uses. The adopted plan states that while reserving these lands to focus on employment uses, these elements should be supported where appropriate by opportunities for residential uses and multi-use oriented commercial areas. However, where multi-family land uses are appropriate, special attention must be given to the design, layout and surrounding land uses to ensure the development will be successful, well-maintained and not overly burden public services. Simply adding multi-story apartments in an isolated area of Duluth Highway surrounded by existing single-family detached homes, single-story office buildings and large distribution warehouses does not meet the intent of the County's 2040 Unified Plan. The site itself can only be accessed conveniently via automobile with little opportunity for residents to walk to jobs, entertainment, parks or other activities. This design technique has fallen out of favor in multi-family development making this development not only non-conforming but not what the market desires.



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Multi-family developments that are located and designed in accordance with today's market driven desires have the highest probability to be successful. These development are well-maintained, significantly reduce demands on public services such as law enforcement and provide a positive impact to municipal and school board budgets. The City of Duluth's research indicates that multi-family projects in the north-Atlanta metropolitan market have a direct correlation with employment and desirable destinations. Employment projections from Moody's indicate that the growth of apartments in Gwinnett is currently outpacing the growth of employment in our market (Attachment "A"). Multi-family developments should be integrated within a larger activity center and/or readily walkable to public transportation. They should be well connected to the surrounding land-uses and purposefully designed to be a focal point of the activity center. This allows the development to better accommodate the pedestrian through increased walkability and increased sense of safety while enjoying the surrounding activity center.

Please accept this letter as a request from the City of Duluth that the application for RZM2020-00026 & RZM2020-00027 be **denied** by the Gwinnett County Planning Commission and Gwinnett County Board of Commissioners.

Best regards,

A handwritten signature in blue ink, appearing to read "Bill Aiken", with a long horizontal line extending to the right.

Bill Aiken  
Planning and Development Director  
City of Duluth

CC:

Jace Brooks, District 1 Commissioner  
Kim Hartsock, District 1 Appointment  
Earl Mitchell, District 1 Appointment  
Kathy Holland, Gwinnett Director of Planning and Development  
James Riker, Duluth City Manager



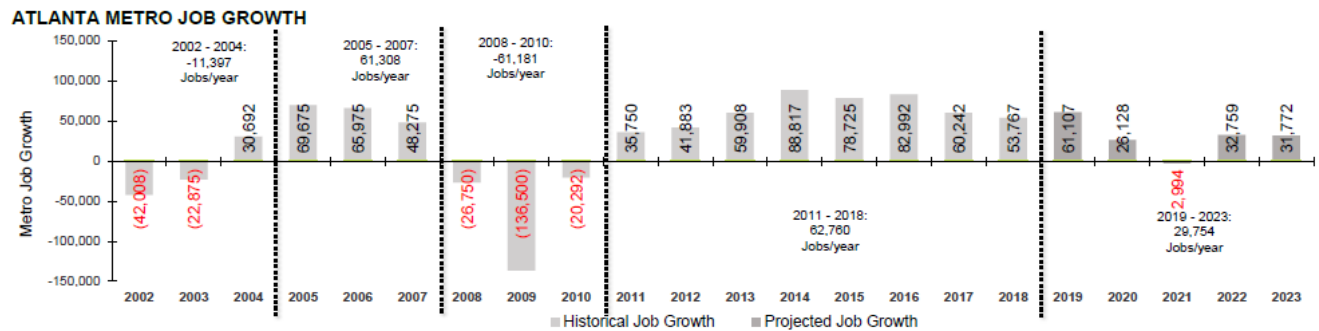
# City of Duluth

## Department of Planning & Development

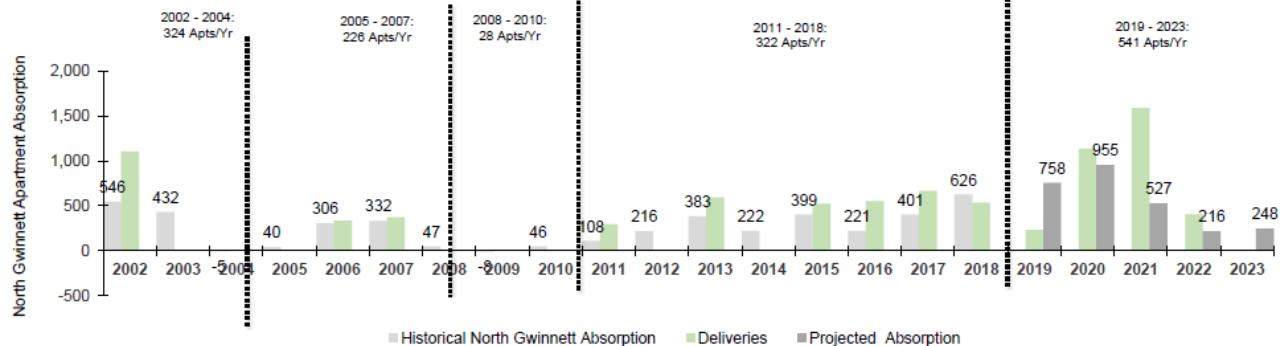
3167 Main Street  
Duluth, Georgia 30096  
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### Attachment "A"

#### Historical and Projected Job Growth to Apartment Absorption Relationship in Atlanta Metro

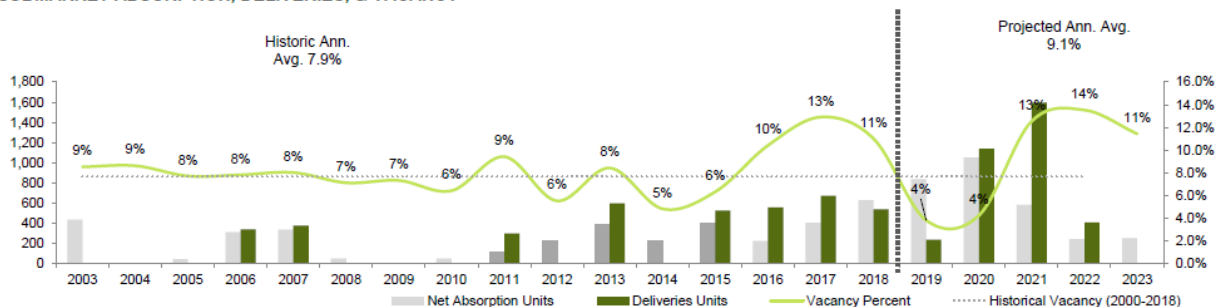


#### NORTH GWINNETT CLASS A&B APARTMENT ABSORPTION



#### Historic and Projected Vacancy and Rent Growth of Class A & B Properties in the North Gwinnett Submarket

##### SUBMARKET ABSORPTION, DELIVERIES, & VACANCY



SOURCE: Noell Consulting Group via data provided by Costar and Moody's.

Absorption-Rent Growth Trend  
7/19/2019