



Mayor and City Council Regular Meeting
Thursday, September 07, 2023 at 7:00 PM
Dacula City Hall, Council Chambers
442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PUBLIC SERVICE DEDICATION:

- [1.](#) Joyce Norman

CONSENT AGENDA:

- [2.](#) Approval of the Minutes from the Regular Council Meeting on August 3, 2023
- [3.](#) Approval of the Minutes from the Third Millage Rate Public Hearing on August 3, 2023 at 6:30 p.m.
- [4.](#) Approval of the Minutes from the Special Called Meeting on August 23, 2023 at 5:30 p.m.
- [5.](#) Brookton Place road improvement design proposal
- [6.](#) Ordinance to amend Chapter 13, Article III - Noise and delete Sec. 18-76 of the City Code
- [7.](#) Ordinance to amend Chapter 10, Article VI - Post-Development Stormwater Management Ordinance for New Development and Redevelopment of the City Code
- [8.](#) Ordinance to amend Chapter 20, Sec. 20-93 - Collection of Taxes of the City Code
- [9.](#) Resolution to provide for credits for overpaid property taxes for 2023
- [10.](#) Re-adoption of the Dacula Fee Schedule
- [11.](#) Authorization to purchase trash cans and recycle cans
- [12.](#) Authorization to purchase a chipper truck
- [13.](#) Approval of employee health, dental, and vision benefits

OLD BUSINESS:

- [14.](#) Time lapse waiver request for Stanley Road (Ref: 2022-CD-COC-02)

NEW BUSINESS:

STAFF COMMENTS:

MAYOR AND COUNCIL COMMENT(S):

PUBLIC COMMENTS:

EXECUTIVE SESSION: Real property and potential litigation matters

ADJOURNMENT:

**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA
FOR PUBLIC SERVICE MEMORIAL AWARD TO JOYCE NORMAN**

WHEREAS, the City of Dacula’s Public Service Memorial Award was established to recognize outstanding service to the City and its citizens; and

WHEREAS, Joyce Norman served the City faithfully and diligently as the first City Clerk in the history of the City. She served in that role for twenty seven years, from 1976 through 2003. For many years, she was solely responsible for preparing and sending water bills, sanitation bills, and tax bills. She participated in hiring several key administrative employees who also served the City for many years. As City Clerk, she also assisted the City with administrative matters related to the construction of and relocation to the current City Hall building. She gladly assisted the elected officials and City staff and enabled them to carry out their duties. She also served the citizens and the public well in their interactions with the City. Joyce was active in the community and as a long time member of Hebron Baptist Church. She was a loving wife, mother to her sons, grandmother and great grandmother. Joyce was a model employee, and we remember and recognize her exceptional service to the City and the community.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA, hereby resolves and ordains that the City’s Public Service Memorial Award is hereby granted to the family of Joyce Norman in recognition of her outstanding service to the City.

SO RESOLVED, this 7th day of September, 2023 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittni Nix
City Administrator

CITY OF DACULA
442 Harbins Rd
P. O. Box 400
Dacula, GA, 30019

COUNCIL MEETING
MINUTES
August 3, 2023

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor Trey King called the August 3, 2023 Council Meeting to order at 7:00 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

Council Members Present:

- Mayor Trey King
- Councilmember Sean Williams
- Councilmember Daniel Spain
- Councilmember Ann Mitchell
- Councilmember Denis W. Haynes, Jr.

City Staff Present:

- Brittni Nix, City Administrator
- Jack Wilson, City Attorney
- Courtney Mahady, Administrative Clerk
- Stephen Mayer, Director of Finance
- Hayes Taylor, City Planner
- Dana Stump, Administrative Assistant for Planning & Zoning
- Alethia Hyman, City Tax Clerk
- Renee Cooke, Front Desk Clerk
- Chris Parks, Public Works Director
- Amy White, City Marshal

II. INVOCATION:

Mark Chandler gave invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor King led the Pledge of Allegiance.

IV. PUBLIC SERVICE DEDICATION:

1. Jimmy Wilbanks

Mayor King recognized Jimmy Wilbanks for service to the City of Dacula including over 20 years of service as Mayor.

V. CONSENT AGENDA:

2. Approval of the Minutes from the Regular Council Meeting on July 6, 2023
3. Approval of the Minutes from the First Millage Rate Public Hearing on July 19, 2023 at 10:00 a.m.
4. Approval of the Minutes from the Second Millage Rate Public Hearing on July 19, 2023 at 5:00 p.m.
5. Ordinance to amend the Dacula Municipal Code, Chapter 18
6. Refund authorization request

Councilmember Mitchell motioned to approve the consent agenda. Councilmember Spain seconded. Motion passed unanimously.

VI. OLD BUSINESS:

7. Time lapse waiver request for Stanley Road (Ref: 2022-CD-COC-02)

Councilmember Haynes, Jr. motioned to table the time lapse waiver request to the September 7, 2023 meeting. Councilmember Williams seconded. Motion passed unanimously.

VII. NEW BUSINESS:

8. Adoption of the 2023 Millage Rate

Councilmember Mitchell motioned to adopt the 2023 Millage Rate at 4.557 Mills and authorize the Mayor and City Administrator to execute all necessary documents. Councilmember Spain seconded. Motion passed unanimously.

VIII. STAFF COMMENTS:

None

IX. MAYOR AND COUNCIL COMMENT(S):

Councilmember Haynes, Jr. thanked the citizens for coming to the meeting.

X. PUBLIC COMMENTS:

Laszlo Mitro, 2458 Forestdale Drive, Dacula, GA 30019, voiced his concern regarding the noise from fireworks that go off late at night.

City Administrator, Brittini Nix, stated that the City was currently working on the noise ordinance to help mitigate the complaints regarding fireworks.

XI. EXECUTIVE SESSION: Potential litigation, personnel matters, and real property matters

Councilmember Williams motioned to exit regular session and enter into executive session. Councilmember Mitchell seconded. Motion passed unanimously. Regular session adjourned and

executive session began for the purposes of potential litigation, personnel matters, and real property matters at 7:14 p.m.

Councilmember Haynes, Jr. motioned to exit executive session and reconvene regular session. Councilmember Spain seconded. Motion passed unanimously. Regular session reconvened at 7:50 p.m.

City Attorney, Jack Wilson, reported there were no votes taken in executive session. The Council met to discuss potential litigation, personnel matters, and real property matters as allowed by the Open Meetings Act.

Mayor King then called for a motion to amend the agenda to add Approval to Hire New Employee.

Councilmember Williams motioned to amend the agenda to add Approval to Hire New Employee. Councilmember Haynes, Jr. seconded. Motion passed unanimously.

XII. APPROVAL TO HIRE NEW EMPLOYEE:

Mayor King called for a motion to hire the following individual:

- Eduardo Sanchez, as Maintenance Laborer at \$15/hour with benefits. Mr. Sanchez’s anticipated start date is Friday, August 4, 2023.

Councilmember Spain motioned to approve hiring the listed individual. Councilmember Mitchell seconded. Motioned passed unanimously.

XIII. ADJOURNMENT:

Councilmember Haynes, Jr. motioned to adjourn. Councilmember Williams seconded. Motion passed unanimously. Meeting adjourned at 7:52 p.m.

Minutes approved

Date

Signature

CITY OF DACULA
442 Harbins Rd
P. O. Box 400
Dacula, GA, 30019

Third Public Hearing – 2023 Dacula Millage Rate
Minutes
August 3, 2023
6:30 p.m.

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor Trey King called the third public hearing of the 2023 proposed millage rate to order on August 3, 2023 at 6:30 p.m. A roll call of the members was taken. A quorum was present. Mayor King welcomed everyone to the meeting.

City Council Present:

Mayor Trey King
 Councilmember Sean Williams
 Councilmember Daniel Spain
 Councilmember Ann Mitchell
 Councilmember Denis W. Haynes, Jr.

City Staff Present:

Brittni Nix, City Administrator
 Jack Wilson, City Attorney
 Courtney Mahady, Administrative Clerk
 Stephen Mayer, Director of Finance
 Hayes Taylor, City Planner
 Dana Stump, Administrative Assistant for Planning & Zoning
 Alethia Hyman, City Tax Clerk
 Renee Cooke, Front Desk Clerk
 Chris Parks, Public Works Director
 Amy White, City Marshal

II. NEW BUSINESS:

1. Presentation of Proposed 2023 Millage Rate

Director of Finance, Stephen Mayer, presented a PowerPoint to the Mayor and Council regarding the Homeowner Tax Relief Grant and how city tax dollars are used throughout the city.

2. Public Hearing on Proposed 2023 Millage Rate

Councilmember Williams motioned to open the public hearing. Councilmember Spain seconded. Motion passed unanimously.

No public comment

Councilmember Haynes, Jr. motioned to close the public hearing. Councilmember Mitchell seconded. Motion passed unanimously.

III. ADJOURNMENT:

Councilmember Haynes, Jr. motioned to adjourn. Councilmember Williams seconded. Motion passed unanimously. Meeting adjourned at 6:40 p.m.

Minutes approved _____
Date

Signature

CITY OF DACULA

442 Harbins Rd
P. O. Box 400
Dacula, GA, 30019

SPECIAL CALLED MEETING MINUTES

August 23, 2023

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor Trey King called the August 23, 2023 Council Meeting to order at 5:34 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

Council Members Present:

Mayor Trey King
Councilmember Sean Williams
Councilmember Daniel Spain
Councilmember Ann Mitchell
Councilmember Denis W. Haynes, Jr.

City Staff Present:

Brittni Nix, City Administrator
Jack Wilson, City Attorney,
Stephen Mayer, Director of Finance
Courtney Mahady, Administrative Clerk

II. EXECUTIVE SESSION: Real property matters

Councilmember Mitchell motioned to exit regular session and enter into executive session. Councilmember Spain seconded. Motion passed unanimously. Regular session adjourned and executive session began for the purposes of real property matters at 5:36 p.m.

Councilmember Williams motioned to exit executive session and reconvene regular session. Councilmember Haynes, Jr. seconded. Motion passed unanimously. Regular session reconvened at 6:36 p.m.

City Attorney, Jack Wilson, reported there were no votes taken in executive session. The Council met to discuss real property acquisition and disposition matters as allowed by the Open Meetings Act.

Mayor King called for a motion to amend the agenda to add Municipal Advisor/Financial Advisor Letter Engagement.

Councilmember Spain motioned to amend the agenda. Councilmember Haynes, Jr seconded. Motion passed unanimously.

Mayor King called for a motion to authorize the City Administrator to sign a letter of engagement with Stifel, Nicolaus & Company for municipal advisor/financial advisor services.

Councilmember Haynes, Jr. motioned to authorize the City Administrator to sign the letter of engagement. Councilmember Mitchell seconded. Motion passed unanimously.

III. ADJOURNMENT:

Councilmember Mitchell motioned to adjourn. Councilmember Spain seconded. Motion passed unanimously. Meeting adjourned at 6:40 p.m.

Minutes approved

Date

Signature

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: August 24, 2023
SUBJECT: Brookton Place road improvement design proposal

The City of Dacula staff requested a proposal from Bowman Consulting Group Ltd. to design and bid the Brookton Place improvement project. The provided proposal includes applying for 2024 LMIG, creating construction documents, bid management, and construction administration for \$49,500.

The improvement project includes 6” deep patch milling sections of asphalt failures, standard 2 1/2” asphalt milling, asphalt repaving, replacing street signage, and restriping. The listed corrections would serve to bridge insufficient subsurface soil conditions while correcting failures in the existing roadway.

The City anticipates funding the project using FFY-2024 Local Maintenance Improvement Grant (LMIG) and the remainder of the project would be funded using SPLOST monies. The OPCC (Opinion of Probable Construction Cost) totals \$948,687.90.

Staff requests approving Bowman’s proposal in the amount of \$49,500 for the stated services as provided.

August 21, 2023

Brittni Nix
City Administrator
City of Dacula
P.O. Box 400
Dacula, Georgia 30019

Re: **Brookton Place Subdivision**(the “Project”)
Asphalt Milling and Repaving, Curb and Gutter, and Driveway Apron Replacement Improvements
Dacula, Gwinnett County, Georgia 30019
Proposal to provide Grant Document Phase, Design Phase, Bid Phase, Easement Phase, and Construction Administration Phase Services (the “Proposal”)
Proposal No. 23-0805

Dear Ms. Nix:

We are pleased to submit this Proposal to provide Grant Document Phase, Design Phase, Bid Phase, Easement Phase, and Construction Administration Phase services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the “Agreement”) between Bowman Consulting Group Ltd. (“Bowman”) and City of Dacula (the “Client”).

SCOPE OF SERVICES AND FEES

Following site visits and meetings with City Staff, we have prepared the following Scope of Services:

Task	Description	Fee Type	Total
1	2024 LMIG Grant Document Phase <ul style="list-style-type: none">Bowman will prepare 2024 LMIG Documents, scope, sketches, and other required information for the Brookton Place Subdivision Asphalt Milling and Repaving, Curb & Gutter, and Driveway Apron Replacement Improvements. Streets identified will include Ben Arron Drive, Sam Calvin Drive, Peter Josiah Court, Carly Joanna Court, James Henry Drive, Winky Bluff, Katie Lynne Lane, Kristi Beth Court, and Nathan Timothy Court. Bowman will provide documents to City and assist with application and submitting for grant to Georgia Department of transportation as needed.	Lump Sum	\$2,500.00

<p>2</p>	<p>Design Phase</p> <ul style="list-style-type: none"> ▪ Bowman will design and prepare Construction Drawings and Specifications for Asphalt Milling and Repaving, Curb & Gutter, and Driveway Apron Replacement Improvements to Ben Arron Drive, Sam Calvin Drive, Peter Josiah Court, Carly Joanna Court, James Henry Drive, Winky Bluff, Katie Lynne Lane, Kristi Beth Court, and Nathan Timothy Court. Construction Drawings will include: <ul style="list-style-type: none"> a. Demolition Plan b. Site Layout Plan. c. Asphalt Coring Plan locations and results. Coordination with Geo-Tech Consultant as required. d. Soil & Erosion Control Plans & Details. e. Construction Details. f. Specifications. g. Prepare/Revise/Update Opinion of Probable Cost of Construction (OPCC) per design phase. ▪ Bowman will walk subdivision, identify deep patch milling and repaving areas; identify curb & gutter; identify driveways; and identify storm catch basin top which require demolition and replacement as part of the scope of work. Bowman will mark all deep patch areas and replacement items with paint in order for Contractor's to bid the project. Bowman will remark areas as required up to construction phase and award of contract. 	<p>Lump Sum</p>	<p>\$22,000.00</p>
<p>3</p>	<p>Bid Phase</p> <ul style="list-style-type: none"> a. Prepare Contract Bid Documents. b. Advertise for Bid. c. Coordinate, attend, and direct Pre-Bid Meeting at City. d. Respond to Request for Information and other questions during the bid phase. e. Prepare addenda and send out to bidders. f. Coordinate, attend, and direct Bid Opening at City as the Owners Representative. g. Evaluate Bids, prepare bid opening worksheet, prepare letter of recommendation. h. Award the Contract. i. Coordinate, attend, and direct Pre-Construction Meeting at City for contract signing along with other required bid documents. 	<p>Lump Sum</p>	<p>\$10,000.00</p>
<p>4</p>	<p>Easement Phase</p> <ul style="list-style-type: none"> a. Research and secure easement agreements only if needed for improvements identified in project scope. Services will be invoiced on an hourly basis per the attached Hourly Rates (Schedule B). 	<p>Hourly As Required</p>	<p>\$0.00</p>

5	<p>Construction Administration Phase</p> <ul style="list-style-type: none"> a. Weekly Site Visits. b. Attend and Coordinate Meetings on-site with Contractor and/or City. c. Review, comment, and approve Pay Applications as submitted by the Contractor. Send to City for final approval and payment. d. Prepare Site Reports, if required. e. Review Paving and Concrete Mix submittals, Shop Drawings, RFIs, etc. f. Review, comment, and approve Change Orders as submitted by the Contractor. Coordinate with City for approval prior to Contractor proceeding with work. Meet on-site as required with Contractor and City to discuss and provide direction to Contractor. g. Photograph and document construction progress weekly for City records. h. Prepare Final Punchlist Report and coordinate with Contractor. i. Coordinate, prepare, and review Closeout Documents and Final Pay Applications from Contractor at end of project. 	Lump Sum	\$15,000.00
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Total Lump Sum Fees \$49,500.00

*If Scope of Services for the project is increased for Storm Sewer Replacement based on CCTV Video that is currently being performed in the field on the existing storm pipes, then additional Engineering Services required to design and implement the increased scope into the project will be billed as an Additional Service as described below on an hourly fee or additional lump sum fee as approved by the City.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus **ten percent (10%)** for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to City of Dacula.

Sincerely,

Bowman Consulting Group Ltd.

Kevin D. Whigham, P.E.
Team Lead, Civil Engineering

City of Dacula hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by City of Dacula to so execute this Proposal.

City of Dacula

By:

Title:
Date:

SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2022

Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman / Client

SCHEDULE B - HOURLY RATE

January 2022

CLASSIFICATION	HOURLY RATES
Principal	\$290.00/HR
Department Executive	\$230.00/HR
Senior Project Manager	\$215.00/HR
Project Manager	\$180.00/HR
Project Coordinator	\$105.00/HR
Senior Surveyor	\$195.00/HR
Engineer I II III	\$115.00/HR \$125.00/HR \$155.00/HR
Planner I II III	\$125.00/HR \$145.00/HR \$165.00/HR
Designer I II III	\$115.00/HR \$125.00/HR \$130.00/HR
CADD Drafter I II III	\$ 80.00/HR \$105.00/HR \$115.00/HR
Construction Inspector	\$165.00/HR
Landscape Architect I II III	\$115.00/HR \$130.00/HR \$155.00/HR
GIS Developer I	\$125.00/HR
Right of Way Specialist I II III	\$110.00/HR \$125.00/HR \$140.00/HR
Survey Technician I II III	\$ 85.00/HR \$110.00/HR \$135.00/HR
Project Surveyor	\$165.00/HR
Survey Field Crew – 1 Man	\$145.00/HR
Survey Field Crew – 2 Man	\$180.00/HR
Survey Field Crew – 3 Man	\$220.00/HR
3D Scanning Crew	\$250.00/HR
Survey Field Technician	\$ 75.00/HR
3D/UAV Modeling Technician	\$155.00/HR
UAV Operation	\$280.00/HR
SUE Field Crew - 1 Man	\$140.00/HR
SUE Field Crew - 2 Man	\$165.00/HR
SUE Field Crew - 3 Man	\$210.00/HR
SUE Field Crew - 4 Man	\$265.00/HR
SUE Utility Coordinator	\$160.00/HR
SUE Technician I II III	\$ 85.00/HR \$110.00/HR \$135.00/HR
Machine Control Technician	\$145.00/HR
Administrative Professional	\$ 90.00/HR

Table 1812018 - DEFAULT 2022 Florida/Georgia

Initials: Bowman

/ Client

SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:	
Point of Contact:	
Phone:	
Fax:	
E-Mail:	
Billing Information:	
Billing Entity:	
Billing Address:	<input type="checkbox"/> Same as Proposal
	<input type="checkbox"/> If Different, Please Provide:
Billing Requirements:	
Invoice Due Date:	
Requirements/Attachments:	
Invoices Transmitted Via Electronic Mail to:	
Offer ACH Direct Deposit:	<input type="checkbox"/> Yes, Contact:
	<input type="checkbox"/> Not Sure, Contact Our Office
	<input type="checkbox"/> Not At This Time

Initials: Bowman

/ Client

BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **City of Dacula** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information

supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to

this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of,

Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman / Client

Opinion of Probable Construction Cost

Date:

Aug 15, 2015 Item 5.

City of Dacula - Brookton Place S/D Milling & Repaving Improvements - Entire Subdivision

Activity		UNIT	Labor \$ or LumpSum	Subtotal	Total	Misc Notes
Kristi Beth Court					\$ 95,757.20	* Kristi Beth Ct. - 24' wide ep/ep (400 L.F. +/-)
Bond and Traffic Control/Signage (Overall Priority #1)	1	Ls	50,000.00	\$ 50,000.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Milling (2-1/2")	1,572	Sy	5.00	\$ 7,860.00		
Asphalt Tack Coat	3,144	Sy	0.55	\$ 1,729.20		
Asphalt 'D' Mix (1")	1,572	Sy	10.00	\$ 15,720.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,572	Sy	11.50	\$ 18,078.00		
Asphalt Deep Patch Milling (4")	60	Sy	7.50	\$ 450.00		
Asphalt Deep Patch Filling (4") 19.5 mm	60	Sy	30.00	\$ 1,800.00		
Traffic Stop Bar	12	Lf	10.00	\$ 120.00		
Katie Lynne Lane					\$ 94,065.00	* Katie Lynne Ln. - 24' wide ep/ep (1010 L.F. +/-)
Asphalt Milling (2-1/2")	3,200	Sy	5.00	\$ 16,000.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Tack Coat	6,400	Sy	0.55	\$ 3,520.00		
Asphalt 'D' Mix (1")	3,200	Sy	10.00	\$ 32,000.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	3,200	Sy	11.50	\$ 36,800.00		
Asphalt Deep Patch Milling (4")	150	Sy	7.50	\$ 1,125.00		
Asphalt Deep Patch Filling (4") 19.5 mm	150	Sy	30.00	\$ 4,500.00		
Traffic Stop Bar	12	Lf	10.00	\$ 120.00		
Nathan Timothy Court					\$ 26,460.00	* Nathan Timothy Ct. - 24' wide ep/ep (145 L.F. +/-)
Asphalt Milling (2-1/2")	900	Sy	5.00	\$ 4,500.00		* (1) 76' dia. (ep/ep) End Cul-de-Sac (4,540 sf)
Asphalt Tack Coat	1,800	Sy	0.55	\$ 990.00		
Asphalt 'D' Mix (1")	900	Sy	10.00	\$ 9,000.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	900	Sy	11.50	\$ 10,350.00		
Asphalt Deep Patch Milling (4")	40	Sy	7.50	\$ 300.00		
Asphalt Deep Patch Filling (4") 19.5 mm	40	Sy	30.00	\$ 1,200.00		
Traffic Stop Bar	12	Lf	10.00	\$ 120.00		
Winky Bluff					\$ 103,768.80	* Winky Bluff. - 24' wide ep/ep (930 L.F. +/-)
Asphalt Milling (2-1/2")	3,488	Sy	5.00	\$ 17,440.00		* (2) 76' dia. (ep/ep) End Cul-de-Sacs (9,080 sf)
Asphalt Tack Coat	6,976	Sy	0.55	\$ 3,836.80		
Asphalt 'D' Mix (1")	3,488	Sy	10.00	\$ 34,880.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	3,488	Sy	11.50	\$ 40,112.00		
Asphalt Deep Patch Milling (4")	200	Sy	7.50	\$ 1,500.00		
Asphalt Deep Patch Filling (4") 19.5 mm	200	Sy	30.00	\$ 6,000.00		
James Henry Drive					\$ 85,020.00	* James Henry Drive - 24' wide ep/ep (1050 L.F. +/-)
Asphalt Milling (2-1/2")	2,800	Sy	5.00	\$ 14,000.00		
Asphalt Tack Coat	5,600	Sy	0.55	\$ 3,080.00		
Asphalt 'D' Mix (1")	2,800	Sy	10.00	\$ 28,000.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	2,800	Sy	11.50	\$ 32,200.00		
Asphalt Deep Patch Milling (4")	200	Sy	7.50	\$ 1,500.00		
Asphalt Deep Patch Filling (4") 19.5 mm	200	Sy	30.00	\$ 6,000.00		
Traffic Stop Bar	24	Lf	10.00	\$ 240.00		
Sam Calvin Drive					\$ 301,631.20	* Sam Calvin Dr. - 23' wide ep/ep (3,072 L.F. +/-)
Asphalt Milling (2-1/2")	9,712	Sy	5.00	\$ 48,560.00		* (3) 76' dia. (ep/ep) End Cul-de-Sac (13,620 sf)
Asphalt Tack Coat	19,424	Sy	0.55	\$ 10,683.20		
Asphalt 'D' Mix (1")	9,712	Sy	10.00	\$ 97,120.00		
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	9,712	Sy	11.50	\$ 111,688.00		
Asphalt Deep Patch Milling (4")	800	Sy	7.50	\$ 6,000.00		
Asphalt Deep Patch Filling (4") 19.5 mm	800	Sy	30.00	\$ 24,000.00		
Demolish/Remove/Install Curb & Gutter	30	LF	36.00	\$ 1,080.00		
Demolish/Remove/Install SWCB Top	1	EA	2,500.00	\$ 2,500.00		
Peter Josiah Court					\$ 47,203.80	* Peter Josiah Ct. - 23' wide ep/ep (361 L.F. +/-)
Asphalt Milling (2-1/2")	1,638	Sy	5.00	\$ 8,190.00		* (1) 65' dia. (ep/ep) End Cul-de-Sac (3,400 sf)
Asphalt Tack Coat	3,276	Sy	0.55	\$ 1,801.80		

Asphalt 'D' Mix (1")	1,638	Sy	10.00	\$	16,380.00	
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,638	Sy	11.50	\$	18,837.00	
Asphalt Deep Patch Milling (4")	50	Sy	7.50	\$	375.00	
Asphalt Deep Patch Filling (4") 19.5 mm	50	Sy	30.00	\$	1,500.00	
Traffic Stop Bar	12	Lf	10.00	\$	120.00	
Carly Joanna Court				\$	21,156.00	* Carly Joanna Ct. - 23' wide ep/ep (361 L.F. +/-)
Asphalt Milling (2-1/2")	735	Sy	5.00	\$	3,675.00	* (1) 65' dia. (ep/ep) End Cul-de-Sac (3,400 sf)
Asphalt Tack Coat	1,470	Sy	0.55	\$	808.50	
Asphalt 'D' Mix (1")	735	Sy	10.00	\$	7,350.00	
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	735	Sy	11.50	\$	8,452.50	
Asphalt Deep Patch Milling (4")	20	Sy	7.50	\$	150.00	
Asphalt Deep Patch Filling (4") 19.5 mm	20	Sy	30.00	\$	600.00	
Traffic Stop Bar	12	Lf	10.00	\$	120.00	
Ben Arron Drive				\$	49,884.00	* Ben Arron Drive. - 23' wide ep/ep (460 L.F. +/-)
Asphalt Milling (2-1/2")	1,440	Sy	5.00	\$	7,200.00	
Asphalt Tack Coat	2,880	Sy	0.55	\$	1,584.00	
Asphalt 'D' Mix (1")	1,440	Sy	10.00	\$	14,400.00	
Asphalt 'F' Mix Surface Course 9.5 mm (1-1/2")	1,440	Sy	11.50	\$	16,560.00	
Asphalt Deep Patch Milling (4")	200	Sy	7.50	\$	1,500.00	
Asphalt Deep Patch Filling (4") 19.5 mm	200	Sy	30.00	\$	6,000.00	
Traffic Stop Bar	24	Lf	10.00	\$	240.00	
Demolish and Replace Concrete Driveway Apron	160	SF	15.00	\$	2,400.00	
				Cost: \$		824,946.00
				15% Contingency: \$		123,741.90
				Total Cost: \$		948,687.90
*McFarland-Dyer, Inc. makes no guarantee as to the accuracy or inaccuracy of the figures above. Rather these costs are for budgeting purposes only. All final costs are subject to change.						
* All quantities listed are preliminary and approximate and shall be verified by the Contractor during Construction.						
* No Utility Modifications are included in cost of OPCC.						
*Asphalt Deep Patch Milling and Filling Quantities are estimated and not field identified.						

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator
Greg Chapel, Chief Marshal
Amy White, City Marshal

DATE: August 16, 2023

SUBJECT: Ordinance to amend Chapters 13 and 18 of the City Code

The Marshal's Department has received an increasing number of complaints concerning fireworks displays in residential areas within the City limits. Specifically, fireworks are being ignited continuously throughout the night and on multiple nights every week. The continual fireworks are causing distress to neighbors and their families.

The City currently does not have a mechanism in place to rectify the situation. Therefore, staff recommends amending Chapter 13, Article III - Noise by requiring a permit for fireworks display for days not protected by O.C.G.A. § 25-10-2. Requiring a permit will provide the City a means to regulate the frequency of fireworks displays and additional oversight to mitigate the nuisance to neighboring residences and businesses. Fireworks would still be permitted on January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September, December 31, and January 1 without a permit.

Staff recommends approving the provided Ordinance to amend Chapters 13 and 18 effective immediately. The public has been duly notified of the proposed amendment to the Noise Ordinance per the State's notification requirements.

**AN ORDINANCE TO AMEND THE CITY OF DACULA
NOISE ORDINANCE**

WHEREAS, the City has adopted a comprehensive Noise Ordinance for the protection of the citizens; and

WHEREAS, changes in circumstances and State law and requests from citizens have prompted the City staff and elected officials to review the Noise Ordinance to update it as allowed by State law;

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to adopt by reference the Noise Ordinance as outlined herein; and

WHEREAS, the City has provided notice as required by O.C.G.A. Sec. 25-10-1 and conducted a public hearing on the aspects of this Ordinance Amendment as required by State law;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that Chapters 13 and 18 of the City Code are hereby amended as follows:

SECTION 1

Section 13-51 of the City Code is amended to add the following subsection (19)

Sec. 13-51 (19) Consumer Fireworks

Restrictions regarding noise produced by consumer fireworks. The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive or unusually loud noise, except during the following dates and times:

- a. On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and
- b. On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.
- c. It shall be unlawful for any person to possess, display, use, set off or attempt to ignite any consumer fireworks, firecrackers, and other pyrotechnics, unless in compliance with applicable State laws, the City Code, and after receipt of a written permit issued in advance of such use by the City Administrator or his/her designee. The regulatory fee shall be in the amount set forth in the fee schedule, not to exceed the sum permitted by State law.

For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b).

SECTION 2

The existing Sec. 18-76 is hereby deleted.

SECTION 3

The City Administrator, Assistant City Administrator, and Director of Planning and Economic Development are further authorized to correct typographical errors in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

SECTION 4

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 5

All laws and parts of laws in conflict with this Ordinance are hereby repealed. All of the rest and remainder of Chapter 13 and Chapter 18, not specifically amended herein shall continue in full force and effect.

SECTION 6

This Ordinance and the amendment outlined herein shall be effective immediately upon adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this 7th day of September, 2023.

AYES: ____

NAYES: ____

ATTEST:

HUGH D. KING, III
MAYOR, CITY OF DACULA

BRITTNI NIX
CITY ADMINISTRATOR

TO: City of Dacula City Council and Mayor

FROM: Brittni Nix, City Administrator

DATE: July 27, 2023

SUBJECT: Ordinance to amend Chapter 10, Article VI of the City Code

The City is part of the Metropolitan North Georgia Water Planning District (MNGWPD). The organization has mandated several amendments and updates to model codes to promote stormwater and runoff management. The amendments would ensure responsible water usage and compliance with our obligations as a member of the water planning district by January 1, 2024.

Proposed amendments to the Post-Development Stormwater Management Ordinance are to add a practicability policy that makes the City of Dacula's runoff reduction practices more comprehensive. The practicability policy provides a set process to determine waivers and reductions for proposed site developments on a case-by-case basis, allowing the City to be more effective in its stormwater reduction practices.

Staff recommends approving the provided Ordinance to amend the City's Post-Development Stormwater Management Ordinance as recommended by the District. The changes would take effect January 1, 2024.

**AN ORDINANCE TO AMEND CHAPTER 10, ARTICLE IV OF THE DACULA CITY CODE
SUBMISSION OF PROPOSED AMENDMENT TO DCA, AND RELATED PURPOSES**

WHEREAS the City of Dacula like all local governments in the State of Georgia is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Post-Development Stormwater Management code based on local climatic, geologic, topographic, or public safety factors;

WHEREAS the long-term and continued disconnection from impervious and disturbed pervious surfaces from the storm drainage system is a critical need of the City of Dacula and stormwater management is essential to meeting this need;

WHEREAS, based on its local climatic, geologic, and topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District (“Metro Water District”), of which the City of Dacula is a part, stormwater management is especially important to the City of Dacula and the Metro Water District;

WHEREAS the City of Dacula has become aware that it is necessary to provide pathways for developments with difficult conditions such as low infiltration rates, high groundwater, or shallow bedrock, may necessitate the waiving or reduction of development requirements;

**NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY
ORDAINS**

1. The governing body of the City of Dacula finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District’s plans, it is justified in adopting a Practicability Policy in its Post-Development Stormwater Management Code;
2. The City of Dacula is considering codifying a practicability requirement in the local code as an amendment to Georgia Post-Development Stormwater Management requirements in the form of the Local Amendments to Stormwater Management Code shown in Attachment A;
3. The City of Dacula is directing its staff to submit this ordinance and the Local Amendments to Post-Development Management to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).
4. After said comment period, if no objection, response or recommendation is filed, the amendments to the City’s Code of Ordinances shall be adopted, approved and included in the City Code effective January 1, 2024.

5. The City Administrator, Assistant City Administrator, and Director of Planning and Development are further authorized to correct typographical errors in the text of the existing City Code, to remove conflicting provisions, to update the City Code , and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

6. In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

7. All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of September, 2023.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

BRITTNI NIX,
CITY ADMINISTRATOR

Attachment A:

Practicability Policy: An Overview of Processing a Determination of Infeasibility

Amendment to local code of ordinances Chapter 10, Article 6, Adding Section 10-179 to Section 10-184.

Sec. 10-179. Purpose of provisions.

The practicability policy is based on the following principles:

- (a) It is designed to help administrators implement a process for granting a Determination of Infeasibility that supports efficient review of land development applications.
- (b) It applies to new development and redevelopment projects for public and private post-construction stormwater BMPs. It is referenced in the *Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment* (Model Ordinance) developed by the Metropolitan North Georgia Water Planning District (Metro Water District).
- (c) It aligns with requirements for runoff reduction in the Georgia Environmental Protection Division's (EPD's) permit to discharge from the municipal separate storm sewer system (MS4) permit. The MS4 permit states that the stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site to the maximum extent practicable. Most Georgia Stormwater Management Manual (GSMM) BMPs include a runoff reduction component.
- (d) It is focused on the typical site conditions and regulatory environment in the Metro Water District and may not be applicable for all of Georgia.
- (e) It requires a pre-submittal meeting when pursuing a Determination of Infeasibility to ensure all attempts to provide 100% RRv on site have been exhausted.

Sec. 10-180. Conditions that may warrant a Determination of Infeasibility

The GSMM provides broad guidance about conditions that may lead a local jurisdiction to waive or reduce the runoff reduction requirement. The following conditions may warrant a Determination of Infeasibility.

- (a) *Soil Infiltration Rate*: The soil infiltration rate is less than 0.5 inch per hour as measured over a meaningful portion of the site. Consideration should be given to infiltration rates throughout the soil profile.
- (b) *Water Table*: The seasonal high-water table is less than two feet from the bottom of an infiltration practice.
- (c) *Shallow Bedrock*: Material that cannot be excavated except by drilling or blasting AND is less than two feet from the bottom of an infiltration practice.
- (d) *Extreme Topography*: In the proposed final condition, as shown on the Stormwater Concept Plan with the proposed post-development condition, anything steeper than 3:1 slope for more than 50% of the site.
- (e) *Karst Topography*: Any of the existing condition is karst.
- (f) *Hotspots/ Contamination*: Reasonable suspicion that previous uses of the site have resulted in soil contamination.
- (g) *Historic Resources*: Buildings, structures, or historic sites included in the Georgia Historic Preservation Division's Historic Resources Survey or listed in the National Register of Historic Places or that has been recommended as a historic resource by a Preservation Professional.

- (h) *Site Constraints*: Sites where the density or nature of the proposed redevelopment would create irreconcilable conflicts for compliance between the on-site runoff reduction requirement and other requirements such as zoning, floodplains, stream buffers, or septic fields.
- (i) *Economic Hardship*: The cost of retaining the first 1.0 inch of rainfall onsite using runoff reduction practices is a minimum of three times greater than the cost of providing water quality practices. This condition must be present with another site condition for a Determination of Infeasibility. Additionally, a Determination of Infeasibility for economic hardship may only be allowed for up to 50% runoff reduction volume.

Sec. 10-181. Obtaining a Determination of Infeasibility

Determination of Infeasibility is not an all or nothing proposition. Designers must demonstrate that they have explored all avenues to meet the runoff reduction standard. If this is determined to be infeasible, they must attempt to provide the maximum percentage of RRv on site as feasible. Only after all attempts to provide any RRv on site are exhausted will the local jurisdiction consider a Determination of Infeasibility. The following process is recommended to:

1. Identify conditions early,
2. Provide flexibility,
3. Support efficient land development application review, and
4. Protect water quality to the maximum extent practicable.

Sec. 10-182. Does the Site Qualify for a Determination of Infeasibility?

Answering “NO” to any of the following questions may indicate that the site qualifies for a Determination of Infeasibility:

- (a) Can GSMM runoff reduction BMPs fully meet the runoff reduction volume?
- (b) Does the site analysis show the conditions are supportive for managing the calculated runoff reduction volume needed for the site?
- (c) Can better site design practices (see GSMM, Volume 2, Section 2.3) be used to avoid challenging site conditions or constraints?
- (d) Can BMPs, such as green roofs and rainwater harvesting techniques, be used in ways that do not require infiltration into subsurface soils, but rather rely on evapotranspiration and reuse?
- (e) Can the installation of multiple runoff reduction BMPs, such as installing runoff reduction BMPs at higher elevations or in multiple sub watersheds, manage the calculated runoff reduction volume needed for the site?

Sec. 10-183. Prior to Construction

- (a) The design professional identifies conditions that limit using runoff reduction methods to retain 100% of the first 1.0 inch of rainfall onsite and initiates a pre-submittal meeting with the plan reviewer prior to submittal of the land development permit application. During the meeting, the following information will be reviewed:
 - (1) Runoff Reduction Infeasibility Form to initiate the request and provide basic project information, confirmation that supporting documentation was submitted, and documentation of pre-submittal meeting outcomes.

- (2) Stormwater Concept Plan that has been developed based on site analysis, and natural resources inventory (including impracticability) in accordance with Section 2.4.2.5 of the GSMM.
- (b) The plan reviewer will evaluate the pre-submittal information on a case-by-case basis; coordinate with the design professional to understand site-specific issues; and (if possible) explore potential design strategies to achieve 100% RRv in compliance with the standards and specifications of the Post-Construction Stormwater Management Ordinance and GSMM.
- (c) Based on the pre-submittal information and meeting, the plan reviewer will provide one of the following determinations to the design professional:
 - (1) Approval – preliminary Determination of Infeasibility issued
 - (2) Approval with conditions – preliminary Determination of Infeasibility issued with conditions to incorporate plan reviewer comments into the Stormwater Concept Plan
 - (3) Denial - revise the Stormwater Concept Plan to obtain 100% RRv
- (f) Design professional may either:
 - (1) Submit the land development application with the Stormwater Management Plan and preliminary Determination of Infeasibility (as applicable).
 - (2) Appeal the “denial” or “conditions” following the appeals process outlined in the local jurisdiction’s regulations.

Sec. 10-184. During Construction

- (a) During the development process, the owner encounters a site condition that would prevent building stormwater BMPs as specified in the Stormwater Management Plan. The design professional will complete a Runoff Reduction Infeasibility Form and initiate a meeting with the local jurisdiction plan reviewer to discuss the findings. The designer must evaluate modifications to the proposed BMPs or installation of alternative BMPs that will provide some or all RRv in an alternative method.
- (b) The plan reviewer will evaluate the Runoff Reduction Infeasibility Form on a case-by-case basis; coordinate with the design professional to understand site-specific issues; and (if possible) explore potential design strategies to keep the stormwater BMPs identified in the Stormwater Management Plan.
- (c) Based on the Runoff Reduction Infeasibility Form and meeting, the plan reviewer will provide one of the following determinations to the design professional:
 - (1) Approval – Determination of Infeasibility is issued and attached to the land development permit
 - (2) Approval with conditions – preliminary Determination of Infeasibility issued with conditions to either:
 - i. Revise the design of runoff reduction methods (e.g. adding soil amendments or an underdrain to maximize runoff reduction volume) to retain the first 1.0 inch of rainfall onsite.
 - ii. Meet the stormwater runoff quality/reduction standard through a combination of Runoff Reduction and Water Quality.
 - (3) Deny – Determination of Infeasibility is issued and attached to the land development permit

PART II - CODE OF ORDINANCES
 Chapter 10 - BUILDINGS AND CONSTRUCTION
 ARTICLE VI. POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE FOR NEW DEVELOPMENT AND REDEVELOPMENT

**ARTICLE VI. POST-DEVELOPMENT STORMWATER MANAGEMENT ORDINANCE
 FOR NEW DEVELOPMENT AND REDEVELOPMENT¹**

Sec. 10-161. General provisions.

Purpose and intent. The purpose of this article is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-construction stormwater runoff and nonpoint source pollution associated with new development and redevelopment. Proper management of post-construction stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. Additionally, the City of Dacula is required to comply with several state and federal laws, regulations and permits and the requirements of the Metropolitan North Georgia Water Planning District's regional water plan related to managing the water quantity, velocity, and quality of post-construction stormwater runoff.

(Ord. of 4-7-2022 , § 1)

Sec. 10-162. Definitions.

For this article, the terms below shall have the following meanings:

Administrator means the person appointed to administer and implement this article on post-construction stormwater management for new development and redevelopment in accordance with section 10-164.

Applicant means a person submitting a land development application for approval.

BMP or best management practice means both structural devices to store or treat stormwater runoff and non-structural programs or practices which are designed to prevent or reduce the pollution of the waters of the State of Georgia.

BMP landscaping plan means a design for vegetation and landscaping that is critical to the performance and function of the BMP including how the BMP will be stabilized and established with vegetation. It shall include a layout of plants and plant names (local and scientific).

Channel means a natural or artificial watercourse with a definite bed and banks that conveys continuously or periodically flowing water.

Construction sequencing plan means a document noting the sequence of construction and identification of infiltration zones for protection during staged installation of permanent post-construction BMPs to ensure suitable site conditions such as avoiding soil compaction by heavy equipment in areas designated for infiltration BMPs.

¹Editor's note(s)—An ordinance adopted Apr. 7, 2022 , repealed the former art. VI, §§ 10-161—10-169, and enacted a new art. VI as set out herein. The former art. VI pertained to similar subject matter and derived from an ordinance adopted Sept. 4, 2008, desc. ¶, intro. ¶, §§ 1—7.

Detention means the temporary storage of stormwater runoff in a stormwater detention facility for the purpose of controlling the peak discharge.

Detention facility means a structure designed for the storage and gradual release of stormwater runoff at controlled rates.

Development means new development or redevelopment.

Extended detention means the storage of stormwater runoff for an extended period of time.

Extreme flood protection means measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

Flooding means a volume of surface water that exceeds the banks or walls of a BMP, or channel; and overflows onto adjacent lands.

GSMM means the latest edition of the Georgia Stormwater Management Manual, Volume 2: Technical Handbook, and its appendices.

Hotspot means a land use or activity on a site that has the potential to produce higher than normally found levels of pollutants in stormwater runoff. As defined by the administrator, hotspot land use may include gasoline stations, vehicle service and maintenance areas, industrial facilities (both permitted under the industrial stormwater general permit and others), material storage sites, garbage transfer facilities, and commercial parking lots with high-intensity use.

Impervious surface means a surface composed of any material that significantly impedes or prevents the natural infiltration of water into the soil.

Industrial stormwater general permit means the National Pollutant Discharge Elimination System (NPDES) permit issued by Georgia Environmental Protection Division to an industry for stormwater discharges associated with industrial activity. The permit regulates pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies based on Standard Industrial Classification (SIC) Code.

Infiltration means the process of percolating stormwater runoff into the subsoil.

Inspection and maintenance agreement means a written agreement providing for the long-term inspection, operation, and maintenance of the stormwater management system and its components on a site.

Land development application means the application for a land development permit on a form provided by the City of Dacula along with the supporting documentation required in section 10-170.

Land development permit means the authorization necessary to begin construction-related, land-disturbing activity.

Land-disturbing activity means any activity which may result in soil erosion from water or wind and the movement of sediments into state water or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, and filling of land. Land-disturbing activity does not include agricultural practices as described [in] O.C.G.A. § 12-7-17(5) or silvicultural land management activities as described [in] O.C.G.A. § 12-7-17(6) within areas zoned for these activities.

Linear feasibility program means a feasibility program developed by City of Dacula and submitted to the Georgia Environmental Protection Division, which sets reasonable criteria for determining when implementation of stormwater management standards for linear transportation projects being constructed by City of Dacula is infeasible.

Linear transportation projects means construction projects on traveled ways including, but not limited to, roads, sidewalks, multi-use paths and trails, and airport runways and taxiways.

MS4 permit means the NPDES permit issued by Georgia Environmental Protection Division for discharges from the City of Dacula's municipal separate storm sewer system.

New development means land-disturbing activities, structural development (construction, installation or expansion of a building or other structure), and/or creation of impervious surfaces on a previously undeveloped site.

Nonpoint source pollution means a form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water or groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Overbank flood protection means measures taken to prevent an increase in the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed the capacity of the channel and enter the floodplain).

Owner means the legal or beneficial owner of a site, including, but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, city, county or other political subdivision of the state, any interstate body or any other legal entity.

Post-construction stormwater management means stormwater best management practices that are used on a permanent basis to control and treat runoff once construction has been completed in accordance with a stormwater management plan.

Post development means the conditions anticipated to exist on site immediately after completion of the proposed development.

Practicability policy means the latest edition of the Metropolitan North Georgia Water Planning District's Policy on Practicability Analysis for Runoff Reduction.

Pre-development means the conditions that exist on a site immediately before the implementation of the proposed development. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time before the first item being approved or permitted shall establish pre-development conditions.

Pre-development hydrology means the runoff curve number determined using natural conditions hydrologic analysis based on the natural, undisturbed condition of the site.

Previously developed site means a site that has been altered by paving, construction, and/or land-disturbing activity.

Redevelopment means structural development (construction, installation, or expansion of a building or other structure), creation or addition of impervious surfaces, replacement of impervious surfaces not as part of routine maintenance, and land-disturbing activities associated with structural or impervious development on a previously developed site. Redevelopment does not include such activities as exterior remodeling.

Routine maintenance means activities to keep an impervious surface as near as possible to its constructed condition. This includes ordinary maintenance activities, resurfacing paved areas, and exterior building changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional nonpoint source pollution.

Runoff means stormwater runoff.

Site means an area of land where development is planned, which may include all or portions of one or more parcels of land. For subdivisions and other common plans of development, the site includes all areas of land covered under an applicable land development permit.

Stormwater concept plan means an initial plan for post-construction stormwater management at the site that provides the groundwork for the stormwater management plan including the natural resources inventory, site layout concept, initial runoff characterization, and first round stormwater management system design.

Stormwater management plan means a plan for post-construction stormwater management at the site that meets the requirements of section 10-168(d) and is included as part of the land development application.

Stormwater management standards means those standards set forth in section 10-167.

Stormwater management system means the entire set of non-structural site design features and structural BMPs or collection, conveyance, storage, infiltration, treatment, and disposal of stormwater runoff in a manner designed to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater runoff means flow on the surface of the ground, resulting from precipitation.

Subdivision means the division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

Trout stream means waters designated by the Wildlife Resources Division of the Georgia Department of Natural Resources as primary trout waters or secondary trout streams. Primary trout waters are waters supporting a self-sustaining population of Rainbow, Brown or Brook Trout. Secondary trout streams are those with no evidence of natural trout reproduction but are capable of supporting trout throughout the year.

Other terms used but not defined in this article shall be interpreted based on how such terms are defined and used in the GSMM and the City of Dacula's MS4 permit.

(Ord. of 4-7-2022 , § 1)

Sec. 10-163. Adoption and implementation of the GSMM; conflicts and inconsistencies.

- (a) In implementing this article, the City of Dacula shall use and require compliance with all relevant design standards, calculations, formulas, methods, and other guidance from the GSMM as well as all related appendices.
- (b) This article is not intended to modify or repeal any other article, ordinance, rule, regulation or other provision of law, including, but not limited to, any applicable stream buffers under state and local laws, and the Georgia Safe Dams Act and Rules for Dam Safety. In the event of any conflict or inconsistency between any provision in the City of Dacula's MS4 permit and this article, the provision from the MS4 permit shall control. In the event of any conflict or inconsistency between any provision of this article and the GSMM, the provision from this article shall control. In the event of any other conflict or inconsistency between any provision of this article and any other ordinance, rule, regulation or other provision of law, the provision that is more restrictive or imposes higher protective standards for human health or the environment shall control.
- (c) If any provision of this article is invalidated by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this article.

(Ord. of 4-7-2022 , § 1)

Sec. 10-164. Designation of administrator.

The City administrator or his/her designee may from time to time appoint someone to administer and implement this article.

(Ord. of 4-7-2022 , § 1)

Sec. 10-165. Applicability criteria for stormwater management standards.

This article applies to the following activities:

- (a) New development that creates or adds 5,000 square feet or greater of new impervious surface area or that involves land-disturbing activity of one acre of land or greater;
- (b) Redevelopment (excluding routine maintenance and exterior remodeling) that creates, adds, or replaces 5,000 square feet or greater of new impervious surface area or that involves land-disturbing activity of one acre or more;
- (c) New development and redevelopment if:
 - (1) Such new development or redevelopment is part of a subdivision or other common plan of development; and
 - (2) The sum of all associated impervious surface area or land-disturbing activities that are being developed as part of such subdivision or other common plan of development meets or exceeds the threshold in subsections (a) and (b) above;
- (d) Any commercial or industrial new development or redevelopment, regardless of size, that is a hotspot land use as defined in this article; and
- (e) Linear transportation projects that exceed the threshold in subsections (a) or (b) above.

(Ord. of 4-7-2022 , § 1)

Sec. 10-166. Exemptions from stormwater management standards.

This article does not apply to the following activities:

- (a) Land-disturbing activity conducted by local, state, authority, or federal agencies, solely to respond to an emergency need to protect life, limb, or property or conduct emergency repairs;
- (b) Land-disturbing activity that consists solely of cutting a trench for utility work and related pavement replacement;
- (c) Land-disturbing activity conducted by local, state, authority, or federal agencies, whose sole purpose is to implement stormwater management or environmental restoration;
- (d) Repairs to any stormwater management system deemed necessary by the administrator;
- (e) Agricultural practices as described [in] O.C.G.A. § 12-7-17(5) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in subsections 10-165(a) or (b);
- (f) Silvicultural land management activities as described [in] O.C.G.A. § 12-7-17(6) within areas zoned for these activities with the exception of buildings or permanent structures that exceed the threshold in subsections 10-165(a) or (b);

- (g) Installations or modifications to existing structures solely to implement Americans with Disabilities Act (ADA) requirements, including, but not limited to, elevator shafts, handicapped access ramps and parking, and enlarged entrances or exits; and
- (h) Linear transportation projects being constructed by City of Dacula to the extent the administrator determines that the stormwater management standards may be infeasible to apply, all or in part, for any portion of the linear transportation project. For this exemption to apply, an infeasibility report that is compliant with the City of Dacula linear feasibility program shall first be submitted to the administrator that contains adequate documentation to support the evaluation for the applicable portion(s) and any resulting infeasibility determination, if any, by the administrator.

(Ord. of 4-7-2022 , § 1)

Sec. 10-167. Stormwater management standards.

Subject to the applicability criteria in section 10-165 and exemptions in section 10-166, the following stormwater management standards apply. Additional details for each standard can be found in the GSMM Section 2.2.2.2:

- (a) *Design of stormwater management system.* The design of the stormwater management system shall be in accordance with the applicable sections of the GSMM as directed by the administrator. Any design which proposes a dam shall comply with the Georgia Safe Dams Act and Rules for Dam Safety as applicable.
- (b) *Natural resources inventory.* Site reconnaissance and surveying techniques shall be used to complete a thorough assessment of existing natural resources, both terrestrial and aquatic, found on the site. Resources to be identified, mapped, and shown on the stormwater management plan, shall include, at a minimum (as applicable):
 - (1) Topography (minimum of two-foot contours) and steep slopes (i.e., areas with slopes greater than 15 percent);
 - (2) Natural drainage divides and patterns;
 - (3) Natural drainage features (e.g., swales, basins, depressional areas);
 - (4) Natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers, drinking water wellhead protection areas and river corridors;
 - (5) Predominant soils (including erodible soils and karst areas); and
 - (6) Existing predominant vegetation including trees, high quality habitat and other existing vegetation.
- (c) *Better site design practices for stormwater management.* Stormwater management plans shall preserve the natural drainage and natural treatment systems and reduce the generation of additional stormwater runoff and pollutants to the maximum extent practicable. Additional details can be found in the GSMM Section 2.3.
- (d) *Stormwater runoff quality/reduction.* Stormwater runoff quality/reduction shall be provided by using the following:
 - (1) For development with a stormwater management plan submitted before April 7, 2022, the applicant may choose either:
 - a. Runoff reduction; or
 - b. Water quality.

- (2) For development with a stormwater management plan submitted on or after April 7, 2022, the applicant shall choose (a) runoff reduction and additional water quality shall not be required. To the extent (a) runoff reduction has been determined to be infeasible for all or a portion of the site using the practicability policy, then (b) water quality shall apply for the remaining runoff from a 1.2 inch rainfall event and must be treated to remove at least 80 percent of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM.
- a. *Runoff reduction.* The stormwater management system shall be designed to retain the first one inch of rainfall on the site using runoff reduction methods, to the maximum extent practicable.
 - b. *Water quality.* The stormwater management system shall be designed to remove at least 80 percent of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the GSMM for runoff from a 1.2-inch rainfall event.
- (3) If a site is determined to be a hotspot as detailed in section 10-165, the City of Dacula may require the use of specific or additional components for the stormwater management system to address pollutants of concern generated by that site.
- (e) *Stream channel protection.* Stream channel protection shall be provided by using all of the following three approaches:
- (1) Twenty-four-hour extended detention storage of the one-year, 24-hour return frequency storm event;
 - (2) Erosion prevention measures, such as energy dissipation and velocity control; and
 - (3) Preservation of any applicable stream buffer.
- (f) *Overbank flood protection.* Downstream overbank flood protection shall be provided by controlling the post-development peak discharge rate to the pre-development rate for the 25-year, 24-hour storm event.
- (g) *Extreme flood protection.* Extreme flood protection shall be provided by controlling the 100-year, 24-hour storm event such that flooding is not exacerbated.
- (h) *Trout stream protection.* Trout stream protection shall be provided by controlling temperature for receiving waters with trout stream designation. In streams designated as primary trout waters by the Wildlife Resources Division, there shall be no elevation of natural stream temperatures. In streams designated as secondary trout waters, there shall be no elevation exceeding 2°F of natural stream temperatures.
- (i) *Downstream analysis.* Due to peak flow timing and runoff volume effects, some structural components of the stormwater management system fail to reduce discharge peaks to pre-development levels downstream from the site. A downstream peak flow analysis shall be provided to the point in the watershed downstream of the site or the stormwater management system where the area of the site comprises ten percent of the total drainage area in accordance with Section 3.1.9 of the GSMM. This is to help ensure that there are minimal downstream impacts from development on the site. The downstream analysis may result in the need to resize structural components of the stormwater management system.
- (j) *Stormwater management system inspection and maintenance.* The components of the stormwater management system that will not be dedicated to and accepted by the City of Dacula, including all drainage facilities, best management practices, credited conservation spaces, and conveyance systems, shall have an inspection and maintenance agreement to ensure that they continue to function as designed. All new development and redevelopment sites are to prepare a comprehensive inspection

and maintenance agreement for the on-site stormwater management system. This plan shall be written in accordance with the requirements in section 10-176.

(Ord. of 4-7-2022 , § 1)

Sec. 10-168. Pre-submittal meeting, stormwater concept plan, and stormwater management plan requirements.

- (a) Before a land development permit application is submitted, an applicant may request a pre-submittal meeting with the City of Dacula. The pre-submittal meeting should take place based on an early step in the development process such as before site analysis and inventory (GSMM Section 2.4.2.4) or the stormwater concept plan (GSMM Section 2.4.2.5). The purpose of the pre-submittal meeting is to discuss opportunities, constraints, and ideas for the stormwater management system before formal site design engineering. To the extent applicable, local and regional watershed plans, greenspace plans, trails and greenway plans, and other resource protection plans should be consulted in the pre-submittal meeting. Applicants must request a pre-submittal meeting with the City of Dacula when applying for a determination of infeasibility through the practicability policy.
- (b) The stormwater concept plan shall be prepared using the minimum following steps:
 - (1) Develop the site layout using better site design techniques, as applicable (GSMM Section 2.3).
 - (2) Calculate preliminary estimates of the unified stormwater sizing criteria requirements for stormwater runoff quality/reduction, channel protection, overbank flooding protection and extreme flood protection (GSMM Section 2.2).
 - (3) Perform screening and preliminary selection of appropriate best management practices and identification of potential siting locations (GSMM Section 4.1).
- (c) The stormwater concept plan shall contain:
 - (1) Common address and legal description of the site;
 - (2) Vicinity map; and
 - (3) Existing conditions and proposed site layout mapping and plans (recommended scale of one inch equals 50 feet), which illustrate at a minimum:
 - a. Existing and proposed topography (minimum of two-foot contours);
 - b. Perennial and intermittent streams;
 - c. Mapping of predominant soils from USDA soil surveys;
 - d. Boundaries of existing predominant vegetation and proposed limits of clearing and grading;
 - e. Location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.);
 - f. Location of existing and proposed roads, buildings, parking areas and other impervious surfaces;
 - g. Existing and proposed utilities (e.g., water, sewer, gas, electric) and easements;
 - h. Preliminary estimates of unified stormwater sizing criteria requirements;
 - i. Preliminary selection and location, size, and limits of disturbance of proposed BMPs;

- j. Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains;
 - k. Flow paths;
 - l. Location of the boundaries of the base flood floodplain, future-conditions floodplain, and the floodway (as applicable) and relationship of site to upstream and downstream properties and drainage; and
 - m. Preliminary location and dimensions of proposed channel modifications, such as bridge or culvert crossings.
- (d) The stormwater management plan shall contain the items listed in this part and be prepared under the direct supervisory control of either a registered professional engineer or a registered landscape architect licensed in the State of Georgia. Items (3), (4), (5), and (6) shall be sealed and signed by a registered professional engineer licensed in the State of Georgia. The overall site plan must be stamped by a design professional licensed in the State of Georgia for such purpose (GSMM Section 2.4.2.7).
- (1) Natural resources inventory.
 - (2) Stormwater concept plan.
 - (3) Existing conditions hydrologic analysis.
 - (4) Post-development hydrologic analysis.
 - (5) Stormwater management system.
 - (6) Downstream analysis.
 - (7) Erosion and sedimentation control plan.
 - (8) BMP landscaping plan.
 - (9) Inspection and maintenance agreement.
 - (10) Evidence of acquisition of applicable local and non-local permits.
 - (11) Determination of infeasibility (if applicable).
 - (12) Construction sequencing plan.
- (e) For redevelopment and to the extent existing stormwater management structures are being used to meet stormwater management standards, the following must also be included in the stormwater management plan for existing stormwater management structures:
- (1) As-built drawings.
 - (2) Hydrology reports.
 - (3) Current inspection of existing stormwater management structures with deficiencies noted.
 - (4) BMP landscaping plans.

(Ord. of 4-7-2022 , § 1)

Sec. 10-169. Application fee.

The fee for review of any land development application shall be based on the fee structure established by the City of Dacula, and payment shall be made before the issuance of any land disturbance permit or building permit for the development.

(Ord. of 4-7-2022 , § 1)

Sec. 10-170. Application procedures.

Land development applications are handled as part of the process to obtain the land disturbance permit pursuant or building permit pursuant to the City's development regulations, as applicable. Before any person begins development on a site, the owner of the site shall first obtain approval in accordance with the following procedure:

- (a) File a land development application with the City of Dacula on the City of Dacula's form of application with the following supporting materials:
 - (1) The stormwater management plan submitted to the City in accordance with this chapter;
 - (2) A certification that the development will be performed in accordance with the stormwater management plan once approved;
 - (3) A preliminary determination of infeasibility, as applicable, prepared in accordance with the practicability policy; and
 - (4) An acknowledgement that applicant has reviewed the City of Dacula's form of inspection and maintenance agreement and that applicant agrees to sign and record such inspection and maintenance agreement before the final inspection.
- (b) The administrator shall inform the applicant whether the application and supporting materials are approved or disapproved.
- (c) If the application or supporting materials are disapproved, the administrator shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same for the administrator to again consider and either approve or disapprove.
- (d) If the application and supporting materials are approved, the City of Dacula may issue the associated land disturbance permit or building permit, provided all other legal requirements for the issuance of such permits have been met. The stormwater management plan included in such applications becomes the approved stormwater management plan.

(Ord. of 4-7-2022 , § 1)

Sec. 10-171. Compliance with the approved stormwater management plan.

All development shall be:

- (a) Consistent with the approved stormwater management plan and all applicable land disturbance and building permits; and
- (b) Conducted only within the area specified in the approved stormwater management plan.

No changes may be made to an approved stormwater management plan without review and advanced written approval by the administrator.

(Ord. of 4-7-2022 , § 1)

Sec. 10-172. Inspections to ensure plan compliance during construction.

Periodic inspections of the stormwater management system during construction shall be conducted by the staff of the City of Dacula or conducted and certified by a professional engineer who has been approved by the City of Dacula. Inspections shall use the approved stormwater management plan and the construction sequencing plan for establishing compliance. All inspections shall be documented with written reports that contain the following information:

- (a) The date and location of the inspection;
- (b) Whether the stormwater management system is in compliance with the approved stormwater management plan;
- (c) Variations from the approved stormwater management plan; and
- (d) Any other variations or violations of the conditions of the approved stormwater management plan.

(Ord. of 4-7-2022 , § 1)

Sec. 10-173. Final inspection; as-built drawings; delivery of inspection and maintenance agreement.

Upon completion of the development, the applicant is responsible for:

- (a) Certifying that the stormwater management system is functioning properly and was constructed in conformance with the approved stormwater management plan and associated hydrologic analysis;
- (b) Submitting as-built drawings showing the final design specifications for all components of the stormwater management system as certified by a professional engineer;
- (c) Certifying that the landscaping is established and installed in conformance with the BMP landscaping plan; and
- (d) Delivering to City of Dacula a signed inspection and maintenance agreement that has been recorded by the owner in the property record for all parcel(s) that make up the site.

The required certification under part (a) shall include a certification of volume, or other performance test applicable to the type of stormwater management system component, to ensure each component is functioning as designed and built according to the design specifications in the approved stormwater management plan. This certification and the required performance tests shall be performed by a qualified person and submitted to the City of Dacula with the request for a final inspection. The City of Dacula shall perform a final inspection with applicant to confirm applicant has fulfilled these responsibilities.

(Ord. of 4-7-2022 , § 1)

Sec. 10-174. Violations and enforcement.

Any violation of the approved stormwater management plan during construction, failure to submit as-built drawings, failure to submit a final BMP landscaping plan, or failure of the final inspection shall constitute and be addressed as violations of, or failures to comply with, the underlying land disturbance permit or the underlying building permit pursuant to the City's development regulations. To address a violation of this article, the City of Dacula shall have all the powers and remedies that are available to it for other violations of building and land disturbance permits, including, without limitation, the right to issue notices and orders to ensure compliance, stop work orders, and penalties as set forth in the applicable ordinances for such permits.

(Ord. of 4-7-2022 , § 1)

Sec. 10-175. Maintenance by owner of stormwater management systems predating current GSMM.

For any stormwater management systems approved and built based on requirements predating the current GSMM and that is not otherwise subject to an inspection and maintenance agreement, such stormwater management systems shall be maintained by the owner so that the stormwater management systems perform as they were originally designed.

(Ord. of 4-7-2022 , § 1)

Sec. 10-176. Inspection and maintenance agreements.

- (a) The owner shall execute an inspection and maintenance agreement with the City of Dacula obligating the owner to inspect, clean, maintain, and repair the stormwater management system; including vegetation in the final BMP landscaping plan. The form of the inspection and maintenance agreement shall be the form provided by the City of Dacula. After the inspection and maintenance agreement has been signed by the owner and the City of Dacula, the owner shall promptly record such agreement at the owner's cost in the property record for all parcel(s) that make up the site.
- (b) The inspection and maintenance agreement shall identify by name or official title the person(s) serving as the point of contact for carrying out the owner's obligations under the inspection and maintenance agreement. The owner shall update the point of contact from time to time as needed and upon request by the City of Dacula. Upon any sale or transfer of the site, the new owner shall notify the City of Dacula in writing within 30 days of the name or official title of new person(s) serving as the point of contact for the new owner. Any failure of an owner to keep the point of contact up to date shall, following 30 days' notice, constitute a failure to maintain the stormwater management system.
- (c) The inspection and maintenance agreement shall run with the land and bind all future successors-in-title of the site. If there is a future sale or transfer of only a portion of the site, then:
 - (1) The parties to such sale or transfer may enter into and record an assignment agreement designating the owner responsible for each portion of the site and associated obligations under the inspection and maintenance agreement. The parties shall record and provide written notice and a copy of such assignment agreement to the City of Dacula.
 - (2) In the absence of a recorded assignment agreement, all owners of the site shall be jointly and severally liable for all obligations under the inspection and maintenance agreement regardless of what portion of the site they own.

(Ord. of 4-7-2022 , § 1)

Sec. 10-177. Right of entry for maintenance inspections.

The terms of the inspection and maintenance agreement shall provide for the City of Dacula's right of entry for maintenance inspections and other specified purposes. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then the City of Dacula shall have the right to enter and make inspections pursuant to the City of Dacula's general provisions for property maintenance inspections pursuant to part II, Code of Ordinances, chapter 1, section 1-22.

(Ord. of 4-7-2022 , § 1)

Sec. 10-178. Owner's failure to maintain the stormwater management system.

The terms of the inspection and maintenance agreement shall provide for what constitutes a failure to maintain a stormwater management system and the enforcement options available to City of Dacula. If a site was developed before the requirement to have an inspection and maintenance agreement or an inspection and maintenance agreement was for any reason not entered into, recorded, or has otherwise been invalidated or deemed insufficient, then:

- (a) An owner's failure to maintain the stormwater management system so that it performs as it was originally designed shall constitute and be addressed as a violation of, or failure to comply with, owner's property maintenance obligations pursuant to article V of the City's Code of Ordinances, chapter 14; and
- (b) To address such a failure to maintain the stormwater management system, the City of Dacula shall have all the powers and remedies that are available to it for other violations of an owner's property maintenance obligations, including, without limitation, prosecution, penalties, abatement, and emergency measures.

(Ord. of 4-7-2022 , § 1)

Secs. 10-179. Purpose of provisions.

The practicability policy is based on the following principles:

- (a) It is designed to help administrators implement a process for granting a Determination of Infeasibility that supports efficient review of land development applications.
- (b) It applies to new development and redevelopment projects for public and private post-construction stormwater BMPs. It is referenced in the *Model Ordinance for Post-Construction Stormwater Management for New Development and Redevelopment* (Model Ordinance) developed by the Metropolitan North Georgia Water Planning District (Metro Water District).
- (c) It aligns with requirements for runoff reduction in the Georgia Environmental Protection Division's (EPD's) permit to discharge from the municipal separate storm sewer system (MS4) permit. The MS4 permit states that the stormwater management system shall be designed to retain the first 1.0 inch of rainfall on the site to the maximum extent practicable. Most Georgia Stormwater Management Manual (GSMM) BMPs include a runoff reduction component.
- (d) It is focused on the typical site conditions and regulatory environment in the Metro Water District and may not be applicable for all of Georgia.
- (e) It requires a pre-submittal meeting when pursuing a Determination of Infeasibility to ensure all attempts to provide 100% RRv on site have been exhausted.

Sec. 10-180. Conditions that may warrant a Determination of Infeasibility

The GSMM provides broad guidance about conditions that may lead a local jurisdiction to waive or reduce the runoff reduction requirement. The following conditions may warrant a Determination of Infeasibility.

- (a) *Soil Infiltration Rate*: The soil infiltration rate is less than 0.5 inch per hour as measured over a meaningful portion of the site. Consideration should be given to infiltration rates throughout the soil profile.
- (b) *Water Table*: The seasonal high-water table is less than two feet from the bottom of an infiltration practice.

(Supp. No. 8)

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- (c) *Shallow Bedrock*: Material that cannot be excavated except by drilling or blasting AND is less than two feet from the bottom of an infiltration practice.
- (d) *Extreme Topography*: In the proposed final condition, as shown on the Stormwater Concept Plan with the proposed post-development condition, anything steeper than 3:1 slope for more than 50% of the site.
- (e) *Karst Topography*: Any of the existing condition is karst.
- (f) *Hotspots/ Contamination*: Reasonable suspicion that previous uses of the site have resulted in soil contamination.
- (g) *Historic Resources*: Buildings, structures, or historic sites included in the Georgia Historic Preservation Division's Historic Resources Survey or listed in the National Register of Historic Places or that has been recommended as a historic resource by a Preservation Professional.
- (h) *Site Constraints*: Sites where the density or nature of the proposed redevelopment would create irreconcilable conflicts for compliance between the on-site runoff reduction requirement and other requirements such as zoning, floodplains, stream buffers, or septic fields.
- (i) *Economic Hardship*: The cost of retaining the first 1.0 inch of rainfall onsite using runoff reduction practices is a minimum of three times greater than the cost of providing water quality practices. This condition must be present with another site condition for a Determination of Infeasibility. Additionally, a Determination of Infeasibility for economic hardship may only be allowed for up to 50% runoff reduction volume.

Sec. 10-181. Obtaining a Determination of Infeasibility

Determination of Infeasibility is not an all or nothing proposition. Designers must demonstrate that they have explored all avenues to meet the runoff reduction standard. If this is determined to be infeasible, they must attempt to provide the maximum percentage of RRV on site as feasible. Only after all attempts to provide any RRV on site are exhausted will the local jurisdiction consider a Determination of Infeasibility. The following process is recommended to:

1. Identify conditions early,
2. Provide flexibility,
3. Support efficient land development application review, and
4. Protect water quality to the maximum extent practicable.

Sec. 10-182. Does the Site Qualify for a Determination of Infeasibility?

Answering "NO" to any of the following questions may indicate that the site qualifies for a Determination of Infeasibility:

- (a) Can GSMM runoff reduction BMPs fully meet the runoff reduction volume?
- (b) Does the site analysis show the conditions are supportive for managing the calculated runoff reduction volume needed for the site?
- (c) Can better site design practices (see GSMM, Volume 2, Section 2.3) be used to avoid challenging site conditions or constraints?
- (d) Can BMPs, such as green roofs and rainwater harvesting techniques, be used in ways that do not require infiltration into subsurface soils, but rather rely on evapotranspiration and reuse?
- (e) Can the installation of multiple runoff reduction BMPs, such as installing runoff reduction BMPs at higher elevations or in multiple sub watersheds, manage the calculated runoff reduction volume needed for the site?

Sec. 10-183. Prior to Construction

- (a) The design professional identifies conditions that limit using runoff reduction methods to retain 100% of the first 1.0 inch of rainfall onsite and initiates a pre-submittal meeting with the plan reviewer prior to

submittal of the land development permit application. During the meeting, the following information will be reviewed:

- (1) Runoff Reduction Infeasibility Form to initiate the request and provide basic project information, confirmation that supporting documentation was submitted, and documentation of pre-submittal meeting outcomes.
- (2) Stormwater Concept Plan that has been developed based on site analysis, and natural resources inventory (including impracticability) in accordance with Section 2.4.2.5 of the GSMM.
- (b) The plan reviewer will evaluate the pre-submittal information on a case-by-case basis; coordinate with the design professional to understand site-specific issues; and (if possible) explore potential design strategies to achieve 100% RRV in compliance with the standards and specifications of the Post-Construction Stormwater Management Ordinance and GSMM.
- (c) Based on the pre-submittal information and meeting, the plan reviewer will provide one of the following determinations to the design professional:
 - (1) Approval – preliminary Determination of Infeasibility issued
 - (2) Approval with conditions – preliminary Determination of Infeasibility issued with conditions to incorporate plan reviewer comments into the Stormwater Concept Plan
 - (3) Denial - revise the Stormwater Concept Plan to obtain 100% RRV
- (f) Design professional may either:
 - (1) Submit the land development application with the Stormwater Management Plan and preliminary Determination of Infeasibility (as applicable).
 - (2) Appeal the “denial” or “conditions” following the appeals process outlined in the local jurisdiction’s regulations.

Sec. 10-184. During Construction

- (a) During the development process, the owner encounters a site condition that would prevent building stormwater BMPs as specified in the Stormwater Management Plan. The design professional will complete a Runoff Reduction Infeasibility Form and initiate a meeting with the local jurisdiction plan reviewer to discuss the findings. The designer must evaluate modifications to the proposed BMPs or installation of alternative BMPs that will provide some or all RRV in an alternative method.
- (b) The plan reviewer will evaluate the Runoff Reduction Infeasibility Form on a case-by-case basis; coordinate with the design professional to understand site-specific issues; and (if possible) explore potential design strategies to keep the stormwater BMPs identified in the Stormwater Management Plan.
- (c) Based on the Runoff Reduction Infeasibility Form and meeting, the plan reviewer will provide one of the following determinations to the design professional:
 - (1) Approval – Determination of Infeasibility is issued and attached to the land development permit
 - (2) Approval with conditions – preliminary Determination of Infeasibility issued with conditions to either:
 - i. Revise the design of runoff reduction methods (e.g. adding soil amendments or an underdrain to maximize runoff reduction volume) to retain the first 1.0 inch of rainfall onsite.
 - ii. Meet the stormwater runoff quality/reduction standard through a combination of Runoff Reduction and Water Quality.
 - (3) Deny – Determination of Infeasibility is issued and attached to the land development permit

Date (submitted): _____

City of Dacula
Runoff Reduction Infeasibility (RRI) Form for
Determination of Infeasibility

Design Professional Primary Contact (Name/Email/Phone): _____

Description of Site/Land Development Application Number: _____

Address: _____

Size (acres): _____

Maximum Practicable Runoff Reduction Volume*: _____

**If any of the stormwater runoff volume generated by the first 1.0" of rainfall cannot be reduced or retained on the site, due to site characteristics or constraints, the remaining volume shall be increased by a multiplier of 1.2 and shall be intercepted and treated in one or more best management practices that provide at least an 80 percent reduction in total suspended solids.*

GENERAL SUPPORTING DOCUMENTATION

All General Supporting Documentation must be included with this RRI Form for the submittal for a Determination of Infeasibility to be considered complete. Please check each item below to confirm it has been included in the submittal package.

- Stormwater Concept Plan that has been developed based on site analysis, and natural resources inventory (including impracticability) in accordance with Section 2.4.2.5 of the GSMM
- GSMM Stormwater Quality Site Development Review Tool for the Stormwater Concept Plan
- Please include justification that the site cannot accommodate best management practices that rely on evapotranspiration and reuse such as rainwater harvesting or green roofs

SITE CONDITION APPLICABILITY

(descriptions are in *Policy on Practicability Analysis for Runoff Reduction*)

Please check each applicable item below and confirm the supporting documentation has been included in the submittal for a Determination of Infeasibility.

Site Condition	Supporting Documentation
<input type="checkbox"/> Soil Infiltration Rate	Infiltration test(s), Soil Boring Log(s), and Report of results as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Water Table	Soil Boring Log(s) and Report with results of the seasonal high-water table assessment as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Bedrock	Soil Boring Log(s) and Report with results of the shallow bedrock assessment as interpreted by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Extreme Topography	Site survey showing 50% of the site is steeper than 3:1 slopes as interpreted by a Professional Engineer or Land Surveyor licensed in Georgia AND Stormwater Concept Plan showing the proposed post-development condition will not change from the site survey
<input type="checkbox"/> Karst Topography	Report developed by a Professional Engineer, Professional Geologist, or Soil Scientist licensed in Georgia
<input type="checkbox"/> Hotspots/ Contamination	Phase I Environmental Assessment Report
<input type="checkbox"/> Historic Resources	Documentation of the NAHRGIS listing OR Report of assessment from a Preservation Professional (including Archaeologist, Architectural Historian, Historian, Historic Preservationist, or Historic Preservation Planner)
<input type="checkbox"/> Site Constraints	Site Plan identifying all development requirements (e.g. zoning side/front setbacks, build-to-lines, stream buffers, floodplains, septic fields) that are creating irreconcilable conflicts with on-site runoff reduction
<input type="checkbox"/> Economic Hardship*	An estimated cost comparison of proposed runoff reduction practices compared to the proposed water quality practices must be included to demonstrate an economic hardship and must show the cost of providing runoff reduction is a minimum of three times greater than the cost of providing water quality practices

* *Note: A Determination of Infeasibility cannot be granted solely for economic hardship and must be present with another site condition. Additionally, a Determination of Infeasibility for economic hardship may only be allowed for up to 50% runoff reduction volume.*

STORMWATER RUNOFF QUALITY/ REDUCTION SUMMARY

Maximum Practicable Runoff Reduction Volume*: _____

Remainder of Volume treated by Water Quality Best Management Practice: _____

**If any of the stormwater runoff volume generated by the first 1.0" of rainfall cannot be reduced or retained on the site, due to site characteristics or constraints, the remaining volume shall be increased by a multiplier of 1.2 and shall be intercepted and treated in one or more best management practices that provide at least an 80 percent reduction in total suspended solids.*

Design Professional Printed Name _____

Design Professional Signature _____

FOR CITY OF DACULA USE ONLY		
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> APPROVED with conditions		
<input type="checkbox"/> DENIED		
Reviewer:		
(Print Name)	(Signature)	(Date)

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator
Stephen Mayer, Director of Finance
Jack Wilson, City Attorney

DATE: August 30, 2023

SUBJECT: Ordinance to amend Chapter 20, Sec. 20-93 – Tax Collection

Staff has drafted amendments to the Tax Collection Ordinance to streamline the tax refund approval process. Overpayments, such as tax reassessments and double payments, would be reviewed by the City Administrator and Director of Finance. Upon review and verification, staff can swiftly issue the appropriate refund to the property owner. Any errors, corrections, or modifications in excess of \$500 would still require the City Council to review and approve prior to refund issuance. Allowing perfunctory matters to be handled administratively would increase efficiency so property owners may receive their owed refunds in a timely manner.

Staff recommends approving the proposed ordinance to amend the Tax Collection Ordinance effective immediately.

**AN ORDINANCE TO AMEND THE CITY OF DACULA
CITY CODE REGARDING PROPERTY TAXES FOR 2023**

WHEREAS, the City has adopted a City Code including provisions for the administration and collection of ad valorem taxes; and

WHEREAS, the existing Ordinance should be amended to provide greater flexibility and efficiency in the administration of tax collections, processing, and issuing refunds where necessary; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to amend the City Code as outlined in this Ordinance;

NOW THEREFORE, the Mayor and City Council of the City of Dacula hereby ordains that the existing Section 20-93, Collection of Taxes is deleted, and the following new Section 20-93 substituted in its place:

SECTION 1

Section 20-93. Collection of Taxes.

All matters related to the assessment, billing and collection of ad valorem taxes shall be carried out as directed by the Mayor and City Council. The City Administrator and his or her designee is specifically authorized to issue refunds of over-payments in any amount and to make corrections of errors in tax bills and payments to the City where the amount at issue is five hundred dollars (\$500.00) or less. Prior to issuing any refund or credit, if any past due taxes, penalties, fees or interest are due the City, the overpayment amount shall be first applied to satisfy any unpaid obligations owed the City. For any billing errors, corrections or other issues requiring modification, if the amount at issue is greater than five hundred dollars (\$500.00), the matter shall be presented to the Mayor and City Council for determination.

SECTION 2

The City Administrator and Assistant City Administrator are further authorized to correct typographical errors in the text of the existing Code of Ordinances and to produce and publish a final codified version of the City Code with the amendments and revisions outlined herein.

SECTION 3

In the event any Court of competent jurisdiction determines that any portion of the foregoing amendment is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this amendment.

SECTION 4

All laws and parts of laws in conflict with this Ordinance are hereby repealed.

SECTION 5

This Ordinance and the amendment outlined herein shall be effective immediately upon adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this 7th day of September, 2023.

AYES: ____

NAYES: ____

ATTEST:

HUGH D. KING, III
MAYOR, CITY OF DACULA

BRITTNI NIX
CITY ADMINISTRATOR

memo

To: Mayor and City Council of the City of Dacula
From: Stephen Mayer, Director of Finance
Date: August 31, 2023
Re: Credit/refund authorization request – overpayment of property taxes

The City of Dacula implemented a new tax software during the 2022 calendar year in order to administer the billing and collections of municipal property taxes. The interest rate set for 2022 delinquent taxes and sanitation fee exceeded the maximum rates for that year (O.C.G.A. 48-2-40). Therefore, the City owes the property owners for their overpayment of interest. Property owners that are receiving a 2023 City of Dacula property tax bill will receive a credit on their bill in the amount of the overpayment. Any property owners that will not be receiving a 2023 City of Dacula property tax bill will be issued a refund.

Staff recommends approving the resolution to issue the credits and refunds listed in Exhibit A and Exhibit B.

**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA
TO PROVIDE FOR CREDITS FOR OVERPAID PROPERTY TAXES FOR 2023**

WHEREAS, the City recently installed and began operating a new billing system for the collection and payment of City ad valorem taxes; and

WHEREAS, certain reporting and calculation errors occurred in the initial operations of the new system; and

WHEREAS, City staff has determined that certain taxpayers have overpaid for City taxes due to these billing errors; and

WHEREAS, it is in the best interest of the citizens of the City to provide credits for those taxpayers who still own their property for the overpayment against their 2023 taxes; and

WHEREAS, it is fair and in the best interest of the affected taxpayers to refund certain sums to taxpayers who no longer own their property and will not receive the 2023 tax bill from the City; and

NOW THEREFORE, THE GOVERNING AUTHORITY OF THE CITY OF DACULA, hereby ordains and resolves as follows:

SECTION 1

Those taxpayers listed on Exhibit “A” who overpaid their 2022 taxes shall receive a credit on their 2023 tax bill in the sums shown on Exhibit “A” attached hereto,

SECTION 2

Those taxpayers listed on Exhibit “B” shall receive a refund of over-payments because they no longer own the property for which they overpaid. The City staff shall issue refunds to the taxpayers listed on Exhibit “B.”

SECTION 3

If any of the listed taxpayers’ accounts is delinquent or back taxes or unpaid taxes, fees, penalties or interest is owed to the City, the City staff shall apply the overpayment

first to any unpaid sums, fees, penalties and interest due the City before issuing any refund or credit.

SECTION 4

In the event any Court of competent jurisdiction determines that any portion of the foregoing resolution is invalid, unconstitutional or otherwise illegal, such rulings shall not impair the validity of the rest and remainder of this resolution.

SO RESOLVED, this 7th day of September, 2023 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittini Nix
City Administrator

EXHIBIT "A"**To receive credits on 2023 tax bill**

Parcel ID	Constituent	Credit
R5302A022	LEWIS HOLDINGS 3 LLC	42.34
B201614078	354365 COFFEE CAFE LLC	39.40
R5304 295	DACULA PARTNERSHIP LLC	29.79
R5236 001	AMH DEVELOPMENT LLC	25.74
R5304 296	RATHLIN PROPERTIES LLC	16.36
R5277 083	DIVINE GALAXY INVESTMENTS LLC	14.50
R5308 002B	NANDY FAMILY IRREVOCABLE TRUST	13.22
R5277 150	RODRIGUEZ SARMIENTO LINA MARIA	12.53
R5299 275	MOORE LOUVENIA DENISE	12.06
R5311 442	LOPS KATE R	11.90
R5310 153	TAH MS BORROWER LLC	11.84
R5311 345	DOU PIN, LLC	11.72
R5299 274	OLADIMEJI OLUWAFIKEMI	11.33
R5310 125	LOERA JOSE DE JESUS DE	10.94
R5301 311	BONNIE BLUE PROPERTIES LLC	10.69
R5298 289	HARRIS GEORGE D	10.57
R5277 105	RODRIGUEZ VILLA YESSICA L	10.57
R5299 119	GUTIERREZ CRUZ	10.26
R5299 262	VANLANINGHAM WILLIAMS DEBRA RAELYNN	10.09
R5300 103	PFEFFER JASON B	9.98
R5298 138	REALISTRY ACQUISITIONS LLC	9.82
R5332A059	GIL MITZI M	9.82

R5303 181	MEGA K LLC	9.68
R5277 133	NGO VUONG DUY	9.55
R5302A112A	LEWIS HOLDINGS 1 LLC	9.35
R5311 034	TAH 2018-1 BORROWER LLC	9.34
R5301 255	TAH MS-2 BORROWER LLC	9.22
R5298 300	JIMOH MAUREEN	9.14
R5277 162	HIRANI ZEENAT	8.72
R5271 002	LO TSAI JEN	8.68
R5274 196	DUDU GEORGE	8.54
R5299 251	BONNER TIMOTHY	8.54
R5275 218	CHANG MYONG SU	8.50
R5301 249	TAH 2017-2 BORROWER LLC	8.40
R5275 163	ZHANG WEI	8.19
R5309 213	CEDENO ADONIS J SANCHEZ	8.18
R5303 164	TA VAN P	7.87
R5311 026	DUENAS GONZALEZ FRANCISCO	7.82
R5311 068	PEJIC ANTONIJA	7.81
R5299 271	HAYNES JEFFREY J	7.65
R5276 145	ALMANZAR SALIME E	7.44
R5299 124	BUN TOUCH	7.42
R5277 186	HERNANDEZ DE RODRIGUEZ NORA JOSEFINA	7.33
R5309 055	VARVARO ANDRES	7.29
R5302A023	LEWIS HOLDINGS 3 LLC	7.25
R5273 512	HICKS LINDA S	7.16
R5308 007B	VARVARO ANDRES	6.99

R5303 036	MORA LEUSTERIO	6.88
R5310 025	SOSA MARIA I	6.78
R5301 017	LEVY & SONS LLC	6.75
R5302A015	13 OAKS LLC	6.16
R5299 273	JONES WANDA C	6.13
R5298 302	DIXON MARIQUKES	5.81
R5309 204	RESTREPO CHRISTIAN	5.73
R5300 033	RUTLEDGE JOSEPH M	5.60
R5303 075	2020 DACULA LLC	5.38
R5271 009	CARTER ACQUISITIONS LLC	5.30
R5274 096	FUENTES FERNANDO	4.96
R5302A216	STONE & WILLIAMS ENTERPRISES	4.86
R5298 274	ZHU ZHAO	4.85
R5301 121	DECANT KAYLA	4.81
R5276 071	MACLEOD FERGUS & MITZI ANN	4.77
R5309 017	MAULDIN DAVID F	4.75
R5308 052	LUPANCU AURIKA	4.74
R5275 029	TULLIS JOHN	4.67
R5300 037	MOSER BARBARA G	4.17
R5308C008	HARVEY DONALD G	3.72
R5308 025	FRANCO BRUNO	3.52
R5308 039	DAVIS LAURA	3.39
R5308 040	LOPEZ DELVY S	3.36
R5273 544	BORCEAN GEORGE	3.08
R5308 098	STEADHAM LINDA SUSAN GREEN	3.05

R5301 039	SMITH JONNY G	3.05
R5299 162	NELSON SENECA U	2.98
R5308 070	HARPER KAREN	2.93
R5299 175	COMER RODNEY	2.88
R5299 138	MAWIA TAHIRU	2.74
R5275 025	BAUGHUM THOMAS C ETAL	2.63
R5298 252	MATTHEWS ALIYA	2.61
R5302A046	WILSON ERNEST JEAN	2.60
B009333	SPECTRUM SOUTHEAST LLC	2.55
R5298 248	BUNTYN CHIQUITA YOLANDA	2.50
R5299 218	HICKS ROBERT M	2.44
R5308 089	PYLANT FRANK ETAL	2.42
R5299 182	DAZILMA YONESE	2.34
R5311 476	MITCHELL JUANA VIA DEAMORE	2.31
R5310 078	VALDEZ GONZALEZ SUREYMA N	2.27
R5277 163	SCAFIDI BENJAMIN LOUIS	2.24
R5311 414	IWEAGWU EMEKA OSARODION	2.22
R5275 230	LI SHANCHUAN	2.21
R5298 148	ARAUJO DANIEL A	2.16
R5275 172	GIVNER COURTNEY	2.09
R5277 093	MEHMEDALI NELI M	2.08
R5298 223	SFR JAVELIN BORROWER LP	2.08
R5311 329	JOHNSON ALEXIA N	2.06
R5277 122	AYALEW ERMIA S L	2.06
R5274 198	LANDI HOMERO	2.05

R5311 416	KAREKEZI GODEFROID	2.04
R5311 327	SFR JAVELIN BORROWER LP	2.01
R5311 119	ALVA SHEILA	2.00
R5332A026	SFR JV-1 2020-1 BORROWER LLC	1.99
R5276 118	ENCARNACION MORALES MARILYN V	1.95
R5298 262	DANIELS JANINA	1.91
R5310 053	HUDSON SFR PROPERTY HOLDINGS II LLC	1.83
R5309 158	ANDERSON TIMOTHY B	1.83
R5276 193	NASH RANDALL and WENDY	1.82
R5298 271	LETTERLOUGH SANDRA ADOMAKO	1.79
R5303 073	MOORE TERRY D ETAL	1.79
R5301 206	TAH 2017-1 BORROWER LLC	1.79
R5310 140	NIXON STEVE E and LINDA S	1.79
R5298 296	RAMOS DEON V	1.79
R5275 112	SRP SUB LLC	1.77
R5274 109	BRADBERRY BRANDI ELIZABETH	1.76
R5303 072	BERRY RICKY L ETAL	1.76
R5303 091	VALENTINE WILLIAM K	1.75
R5310 049	LISENBY LONNIE RAY	1.75
R5298 270	VELAZQUEZ TANIA V.	1.74
R5276 090	LANGAN MIKEAL S and DEBRA A	1.70
R5309 254	FOX DOUG	1.70
R5310 070	NEVAREZ DORA AGUIRRE	1.65
R5310 027	OLVERA-GALLEGOS ALEJANDRO	1.64
R5311 071	SFR JV-1 2019-1 BORROWER LLC	1.61

R5309 155	BENNETT WILMER R ETAL	1.59
B201614101	CHCL ORTHODONTICS LLC	1.58
R5303 024	GENTRY PHIPORN	1.53
B201719541	THE BRUNCH APOTHCARY	1.50
R5303 068	SFR JV-1 2019-1 BORROWER LLC	1.50
R5301 011	381 HARBINS ROAD LLC	1.48
R5276 132	SMITH DAVID	1.47
R5299 142	GARRETT EMMA P	1.46
R5302A047	SHACKELFORD ELZONIA ETAL	1.43
R5303 021	ANGHEL ELENA	1.42
R5303 047	PARADA-CRUZ SANTOS W	1.37
R5309 193	TWYMAN JACQUELINE A	1.35
R5298 086	DAILEY CANA	1.33
R5301 114	COURSON LORI S	1.24
R5301 077	SMITH DAVID ANTHONY	1.19
R5302A219	SHARPTON ANGIE	1.18
R5276 115	PHILLIPS GAYNELL J	1.18
R5276 001	ARIAS DIEGO F	1.15
R5311 017	HOLCOMBE HUGH E	1.15
R5302A108A	HULSEY KAREN CHARESA	1.15
R5275 023	DUENEZ ROSITA V	1.03
R5300 018	EVERETT DOUGLAS W ETAL	1.02
R5275 026	GARCIA JOSE	0.98
R5308 002	HILL JEROME D	0.95
R5298 298	MUNDY ALEXANDER L	0.91

B202034003	DELIGHT TRENDS LLC	0.80
R5302A013	STONE DAVID RICHMOND	0.78
R5302A012	STONE DAVID RICHMOND	0.78
R5275 020	DUENEZ SALOMON	0.74
R5308 018	HILL JEROME D ETAL	0.72
R5302A017	INGRAM PARTNERS, LLC	0.66
B202251207	LIPSEY COMMUNICATIONS LLC	0.66
R5309 293	PORCHES AT MOBLEY LAKE LLC THE	0.63
R5309 044	PORCHES AT MOBLEY LAKE LLC THE	0.63
R5301 025C	BALLARD COLTER	0.54
R5301 074	BALLARD COLTER BLAKE	0.54
B202143877	SWAN HEATING & COOLING INC	0.47
B202251631	DS SERVICES OF AMERICA INC	0.46
R5301 111	TOWLER KAREN MCMILLAN	0.44
R5308C036	HALL WILLIAM MARK	0.44
R5302A138	HULSEY KAREN CHARESA	0.43
B202037811	SPECTRUM SOUTHEAST LLC	0.41
B422370	SIMON CLIPS INC	0.40
B201509126	GOAT FITNESS INC	0.38
B202038920	DE LAGE LANDEN FINANCIAL SERVICES INC	0.37
B201509119	PRAMUKH SWAROOP LLC	0.29
B431689	BACK IN LINE LLC	0.20
R5300 017	EVERETT DOUGLAS	0.20
M202140924	HERNANDEZ DIMAIRY	0.20
B201719522	RYAN'S GUN SHOP	0.19

R5277 111	DAMMAR NAOVENDRA ANEIL	0.18
B201615666	BENCHMARK REHABILITATION PARTNERS LLC	0.12
R5301 013	ATLANTA QUALITY CONTRACTORS LLC	0.11
B350556	DACULA FAMILY SPORTS	0.11
R5271 008	SR WHOLE INVESTMENT INC	0.11
R5308 036	DOUBLE RRB LLC	0.11
R5309 003	FOX DOUG	0.10
B202246454	TOUCH OF CLASS EVENTZ INC	0.10
R5300 135	HAYNES DENIS W Jr	0.10
B202144625	AMERICAN GREETINGS CORPORATION	0.07
B202145047	THE COCA-COLA COMPANY	0.05
B202037845	LEAF CAPITAL FUNDING LLC	0.04
R5309 286	FOX DOUG	0.03
B202251613	IGPS LOGISTICS LLC	0.02
B023763	RINGO/ABERNATHY & ASSOCIATES INC	0.02
R5276 103	A & S PLUS 4 INVESTMENTS LLC	0.02
R5275 206	LINDENWOOD HOMEOWNERS ASSOCIATION INC	0.01
R5332A054	ROMAN RUBEN	0.01
B202251621	SUPERIOR PLUS ENERGY	0.01

EXHIBIT "B"**To receive refund for over-payment**

Parcel ID	Constituent	Refund
R5298 004	GBOFD LLC	60.15
U006B	ATT PROPERTY TAX GROUP	31.88
R5273 525	AFG SR RE LLC	16.73
R5309 288	ROWE TROY R and CAROLYN M	11.58
R5301 272	SCOTT WALTER E and LYNN D	11.05
R5309 221	ZACARIAS PROPERTIES LLC	10.04
R5311 136	WRIGHT COREY	9.55
R5276 124	OPEN HOUSE ATLANTA REALTY & INVESTMENTS LLC	8.86
R5311 077	COOPER SHARON	8.18
R5271 048	HOOD BLANCHE S	7.85
R5299 176	MCCOLLER TAMEKA	7.28
R5301 161	RIESS CLARK THOMAS	6.94
R5298 275	DASS BASMATIE	6.49
R5301 085	GRIGGS PAMELA	6.16
R5309 034	GREASON JIMMY L and DIANE L	6.11
R5271 003	THOMAS COURTLAND	5.11
R5303 155	WOLENSKI KARNYA	4.40
R5276 093	MASON DOUG ETAL	3.97
R5299 117	MERCED JUAN R	2.18
R5303 110	HINES DARRELL	2.06
R5300 091	ARLAND RICHARD H	1.93
R5310 079	MEJIA DAVID	1.82

R5274 101	PARKINSON DARYL EUGENE	1.65
R5268 284	DURAND GUERLINE	1.31
R5302A108C	2362 STANLEY ROAD LLC	1.11
R5310 165	PORCHES AT MOBLEY LAKE LLC THE	0.63
R5303 001	CECE MANAGEMENT ENTERPRISES CORP	0.46
R5271 011A	HOOD BLANCHE S	0.35
R5268 288	DR HORTON INC	0.28
R5276 002A	ARIAS DIEGO F	0.20

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: August 14, 2023
SUBJECT: Re-adoption of the Dacula Fee Schedule

The City of Dacula Fee Schedule is in need of amendment and re-adoption by the City Council.

Staff recommends revising existing language for clarity, updating the fees for sign permits, and adding the following items:

- Firework permit
- Sign permit (129 sq. ft. to 200 sq. ft.)

All proposed amendments are shown in red on the attached City of Dacula Fee Schedule for the Mayor and City Council's review.

	A	B	C	D
1	CITY OF DACULA - SCHEDULE OF FEES			
2				
3				
4				
5	ADMINISTRATIVE FEES			
6	Re-Issue of Placard	\$	10.00	
7	Re-Inspection Fees			
8	1st Reinspection	\$	100.00	
9	2nd Reinspection	\$	50.00	
10	Annexation Fee	\$	2,250.00	
11	Deannexation Fee	\$	2,250.00	
12	Council Variance	\$	375.00	
13	Special Exception	\$	375.00	
14	Administrative Variance	\$225.00 + \$25.00 each additional on the same property		
15	Special Use Permit	*same as rezoning fees (See Page Five (5))		
16	Temporary Use Permit	\$	50.00	
17	Canvasser and Solicitor Permit	\$	100.00	annual
18	Fireworks Permit	\$	100.00	
19	Mobile Food Unit Permit	\$	50.00	
20	Production Permit	\$	100.00	per day
21	Vending Machine Permit	\$	150.00	annual
22	Short-term Rental Permit	\$	250.00	annual
23	Street/Lane Closure Permit	\$	125.00	
24	Wine and/or Beer Tasting Permit	\$	200.00	annual
25	Transfer of Occupational Tax Certificate	\$	20.00	
26	Zoning Certification Letter	\$	50.00	
27	Zoning Map	\$	25.00	
28	All Copies	\$	0.10	per page
29	Credit Card Fee		0.05%	
30	Bounced Check Fee	\$	10.00	
31				
32				
33				
34	Page 2			
35	BUILDING PERMIT FEES			
36	<u>Permit Fees (Plus any Review Fees)</u>			
37				
38	One & Two-Family Residential & Additions	\$7.00/1,000 + \$125.00 Administrative fee		
39				
40	"Commercial" Structure			
41	(defined as any principal building which is not			

	A	B	C	D
42	either a single-family or duplex dwelling	\$7.00/1,000 + \$125.00 Administrative fee		
43				
44	Interior Finish	\$7.00/1,000 + \$125.00 Administrative fee		
45				
46	Shell	\$7.00/1,000 + \$125.00 Administrative fee		
47				
48	ALL OTHER STRUCTURES			
49	Fence Permit	\$	25.00	
50	HVAC, Electrical, Plumbing Only Permit (Residential)	\$	50.00	
51	Temporary Trailer (Construction / Classroom)	\$	450.00	
52	Temporary Pole Permit	\$	50.00	
53	Retaining Wall	\$7.00/1,000 + \$125.00 Administrative fee		
54	Portable Building (Residential)	\$	150.00	
55	Temporary Tents	\$	75.00	
56	Towers and Antenna	\$7.00/1,000 + \$125.00 Administrative fee		
57	Mobile Home Permits	\$	750.00	
58	Swimming Pool Permit (In Ground) (Residential)	\$	125.00	
59	Satellite Dish System (AC Powered)	\$	110.00	
60	Demolition Permit	\$	200.00	
61	Housing Relocation Permit	\$200.00 + \$200.00 Bond		
62	Temporary Gas/Power Connection	\$	75.00	
63	Vacant Structure Permit	\$	200.00	
64	Solar Panel	\$7.00/1,000 + \$125.00 Administrative fee		
65	Right-of-Way Permit	\$	500.00	
66	Utility Accommodation Permit	\$	500.00	
67	Street/Curb Cut Permit	\$	500.00	
68				
69	Permit Fee after work has begun	Double Required Fee		
70	Page 3			
71	SIGN PERMITS			
72	(1 to 32 sq ft)	\$ 107	\$ 125	
73	(33 to 64 sq ft)	\$ 139	\$ 150	
74	(65 to 100 sq ft)	\$	175.00	
75	(101 to 128 sq ft)	\$ 353	\$ 350	
76	(129 to 200 sq ft)	\$ 107	\$ 125	
77	Temporary permit (30 days)	\$	30.00	
78	Off-Premise Sign	\$	55.00	
79				
80	AFFIDAVITS			
81	HVAC, Electrical, Plumbing Only Permit (Residential)	\$	50.00	
82	HVAC, Electrical, Plumbing Affidavits (Residential)	fee included in permit cost		

	A	B	C	D
83	HVAC, Electrical, Plumbing Affidavits (Commercial)	\$ 75.00		
84	Georgia State Energy Code Affidavits	\$ 75.00		
85				
86	RE-PERMITTING FEES (After Expiration Date)			
87	Single Family	Full Charge		
88	Non-Residential/Multi-Family	Full Charge		
89	All others	Full Charge		
90	After Revocation	Full Charge		
91				
92	CERTIFICATE OF OCCUPANCY FEES			
93	Single Family	\$ 100.00		
94	Duplex	\$ 100.00		
95	Multi-Family/Apartments	\$ 100.00		
96	Townhome/Condominium	\$ 100.00		
97	Commercial	\$ 300.00		
98	Temporary/Conditional C.O.	\$ 100.00		
99	Certificate of Completion	\$ 100.00		
100	Swimming Pool	\$ 100.00		
101	Compliance Inspection - Structure	\$ 100.00		
102	Compliance Inspection - Trade	\$ 100.00		
103				
104				
105				
106	Page 4			
107	PLAN REVIEW FEES			
108	Tree Protection Plan	\$ 1,000.00		
109	Buffer & Landscape Plan	\$ 1,000.00		
110	Exemption Plats/Lot Splits	\$ 1,000.00		
111	Clearing & Grubbing Plan	\$ 1,000.00		
112	Grading Plan	\$ 1,000.00		
113	Grading - Earth Borrow Sites	\$ 525.00		
114	Concept Plan (Residential)	\$ 525.00		
115	Concept Plan (Commercial)	\$ 525.00		
116	Preliminary Plat (Residential Subdivision)	\$ 2,500.00 or \$15.00 per lot, whichever is greater		
117	Site Plan (Commercial)	0-5 acres = \$1,500.00, 5-10 acres = \$2,500.00,		
118		10-20 acres = \$3,500.00, 20 acres or greater = \$4,500.00		
119				
120	Final Plat	\$ 2,000.00 or \$15.00 a lot, whichever is greater		
121	Final Plat Filing Fee	Residential - \$10.00 (per lot)		
122		Commercial - \$50.00 (per lot)		
123				

	A	B	C	D
124	Re-review of any plan after 2nd resubmittal	25% of original fee		
125	Revision of Plan/Plat (After initial approval)	25% of original fee		
126	Convenience Fee (3rd party plan review)	Same as subject plan review fee		
127				
128	Interior Finish Review Fee	\$ 1,000.00		
129				
130	BUILDING PLAN REVIEW FEES	<i>(2 COPIES OF PLANS)(16 COPIES OF RECORDED PLAT)</i>		
131	Multi-Family and Non-Residential	(5,000sf or less) = \$1,500.00, (5,000 - 10,000sf) = \$2,500.00,		
132		(10,000 - 30,000sf) = \$3,500.00, (Greater than 30,000sf) = \$5,000.00		
133	Residential (Required for 3,000 Sq. Ft. or Greater)	\$ 525.00		
134	Structural Wall Review Fee	City's Cost + \$125 Administrative Fee		
135	Specialized Review Fee	City's Cost + \$125 Administrative Fee		
136	Maximum Review Fee	\$ 5,000.00		
137				
138	LAND DISTURBANCE PERMIT FEES			
139	Clearing Permit - no land disturbances	Residential \$15.00/acre or \$300.00 whichever is greater		
140		Commercial \$15.00/acre or \$300.00 whichever is greater		
141				
142	Clearing & Grubbing Permit	Residential \$15.00/acre or \$300.00 whichever is greater		
143		Commercial \$15.00/acre or \$300.00 whichever is greater		
144				
145	Grading Permit	Residential \$75.00/acre or \$2,000.00 whichever is greater		
146		Commercial \$75.00/acre or \$2,000.00 whichever is greater		
147				
148	Development Permit	Residential S/D \$25.00/lot or \$2,000.00 whichever is greater		
149		Multi-Family Residential \$10.00/unit or \$2,000.00 whichever is greater		
150		Non-Residential S/D \$50.00/acre or \$3,000.00 whichever is greater		
151				
152				
153	Page 5			
154				
155	REZONING			
156	AG, R-1100, R-1200, R-1400, R-1600, TRD			
157				
158	<u>Base Fee</u>			
159	0-5 acres	\$ 500.00		
160	5-10 acres	\$ 750.00		
161	10-20 acres	\$ 1,000.00		
162	20-50 acres	\$ 1,500.00		
163	50 plus acres	\$ 2,000.00 plus \$30.00 per each acre over 50		
164	Maximum fee	\$ 3,000.00		

	A	B	C	D
165				
166	R-TH, R-SR, R-MD, MH			
167				
168	<u>Base Fee</u>			
169	0-5 acres	\$ 1,000.00		
170	5-10 acres	\$ 1,500.00		
171	10-20 acres	\$ 2,000.00		
172	20-50 acres	\$ 3,000.00		
173	50 plus acres	\$ 4,000.00 plus \$40.00 per each acre over 50		
174	Maximum fee	\$ 5,000.00		
175				
176	C-1, C-2, C-3, O-I, M-1, M-2, PMUD			
177				
178	<u>Base Fee</u>			
179	0-5 acres	\$ 1,000.00		
180	5-10 acres	\$ 1,500.00		
181	10-20 acres	\$ 2,000.00		
182	20-50 acres	\$ 3,000.00		
183	50 plus acres	\$ 4,000.00 plus \$50.00 per each acre over 50		
184	Maximum fee	\$ 5,000.00		
185				
186	Page 6			
187	SANITATION FEES			
188				
189	Residential Sanitation	\$ 288.00/year for 1-2 cans		
190	Commercial Sanitation	\$ 445.00/year for 1-2 cans		
191		\$ 645.00/year for 3-4 cans		
192		\$ 845.00/year for 5-6 cans		
193	Recycling	Free		
194	Removing Appliances	\$ 25.00 per appliance		
195	Leaf Removal	Free		
196	Limb Chipping	\$ 30.00 per 1/2 hour		
197	Mattress / Box Spring	\$ 25.00 per item		
198	Bulk Item	Call for Pricing		
199	Trash Can	\$ 55.00 per 95 Gallon can		
200				
201	Park Reservations	Free to City Residents		
202		\$ 35.00 for 4 hours for nonresidents		

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: July 21, 2023
SUBJECT: Authorization to purchase trash cans and recycle cans

The City needs to purchase trash cans and recycle cans to replenish our supply as an increasing number of homes are being built within the City limits. Staff has procured a quote from Rehrig Pacific Company for 351 units of trash cans and 351 units of recycle cans at \$65 per unit plus a \$600 delivery fee. The cans will be stamped with the City seal and delivered directly to the Maintenance Facility for storage until distributed to residents. The total purchase price with delivery is \$46,230.

Staff requests the Mayor and City Council authorize the City Administrator to purchase 702 cans from Rehrig Pacific Company. Monies for the trash cans and recycle cans are available with the FY 2023 Budget.



Locations:
 1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809


8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposal

Proposal #: 204991 06022022

August 18, 2023

Bill-to:	Ship-to: 228030
City of Dacula P.O Box 400 DACULA, GA 30019	City of Dacula 2600 DROWNING CREEK RD DACULA, GA 30019
Billing Contact:	Shipping Contact:
Name: Chris Parks Phone: Email: chris.parks@daculaga.gov	Same

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Part # 319821 Body Color Requested: Grey Lid Color Requested: Black Artwork: D116307 	351	\$65.00	\$ 22,815.00

Rollout Cart Type: 95 Gallon EG Recycle Cart Part # 533309 Body Color Requested: Grey Lid Color Requested: ROC Forest Green Artwork: D117524  	351	\$65.00	\$ 22,815.00
Is Product Taxable? No Is Freight taxable? No Tax Rate: 0.00% Terms: Net 30 Days			Subtotal = \$45,630.00 Tax on Product = \$0.00 Freight = \$600.00 Tax on Freight = \$0.00 Total = \$46,230.00

ADDITIONAL INFORMATION:

Contract Options: None
 Ship From: Lawrenceville, GA facility
 Leadtime: 10 weeks or sooner
 Warranty: 10 year unprorated warranty
 Quote Valid: 30 Days
 Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

*** All Credit Card transactions are subject to a 2% processing fee.

PRESENTED BY:	ACCEPTED BY:
Elizabeth Stavrat Environmental Account Specialist Direct: 770-843-8322 Email: estavrat@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: September 5, 2023

SUBJECT: Authorization to purchase a chipper truck

The Public Works Department recommends the purchase of a designated chipper truck. Staff has secured a quote of \$108,539.33 from Peach State Truck Centers for a 2024 Ford F-750 with 14' Heavy Duty Chipper. There is a limited stock of these vehicles available and Peach State Truck Centers is not expecting Ford to replenish their stock next year. As such, staff recommends ordering the vehicle immediately to ensure procurement and delivery. Lead time for a new vehicle is currently 16 – 18 weeks (December 28, 2023 – January 11, 2024). Additional details are included in the provided documents.

Staff requests a consensus from the Mayor and City Council to include the monies for a 2024 Ford F-750 with 14' Heavy Duty Chipper in the FY 2024 Budget and authorize the City Administrator to purchase said truck for the City's Public Works Department.



Peach State Truck Centers

6535 Crescent Drive
Norcross GA 30071
Phone: (770) 449-5300

BUYERS ORDER

Date:	08/31/20	Item 12.
Quote #:	DE-22262	
Type:	Cash	
Salesperso	Joshua Little	
PO #:		

Bill To: 63403
CITY OF DACULA
442 HARBINS ROAD
DACULA GA 30019
P:(770) 963-7451

Ship To:
CITY OF DACULA
442 HARBINS ROAD
DACULA, GA 30019

Stock#: 264162	VIN: 1FDPW7AN8RDF00036	New 2024 FORD F-750	Price:	\$78,999.33
		14' Heavy Duty Chipper Body		\$26,840.00
		WHEELBASE MODIFICATION		\$2,500.00
			Total Price	\$108,339.33
			Dealer Service Fee	\$200.00
			Total	\$108,539.33

Ford F-750
31,000LB GVW
Hydraulic Brakes
Crew Cab
Oxford White
30/70 – Air Driver - Vinyl Seats
Bench Rear Seats
Power Windows & Locks
7.3L – Gas Engine
6-Speed Automatic Transmission
6.50 – Axle Ratio
22.5" Wheels

14' Chipper Body "K&K Manufacturing" – Per Attached Specs

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

ADDITIONAL CONDITIONS

Item 12.

The following "Additional Conditions" are an integral part of the Agreement and, together with the terms on the front hereof, constitute binding obligations of the parties hereto.

1. Whenever used in this Agreement: (i) "Seller" shall mean the dealer named as "Seller" on the front page hereof; (ii) "Purchaser" shall mean the party named as "Purchaser" on the front page hereof; (iii) "Purchased Vehicle" shall mean the motor vehicle (or vehicles) described on the front page hereof to be purchased from Seller pursuant to this Agreement; (iv) "Manufacturer" shall mean the corporation that manufactured the Purchased Vehicle [or chassis] purchased hereunder; (v) "Lien" shall mean any mortgage, pledge, deed to secure debt, title retention agreement, or other security interest or encumbrance of any kind; and (vi) "Trade-in Vehicle Expenses" shall mean and include (A) all costs that Seller has incurred to [store], insure, repair, condition or advertise any trade-in vehicle and (B) any Lien payoff made by Seller in connection with such trade-in vehicle.
2. Seller hereby sells to Purchaser, and Purchaser hereby purchases from Seller, the Purchased Vehicle for the price set forth on the front page hereof. Purchaser agrees to pay to Seller such purchase price in full in cash on or before the delivery date. Purchaser shall not acquire any right, title or interest in or to the Purchased Vehicle until either [(i)] Seller has received in cash the full purchase price of the Purchased Vehicle or [(ii) **Seller has received a signed deferred payment agreement fully satisfactory to Seller.**] If for any reason the Purchase Vehicle is delivered to Purchaser prior to receipt by Seller of such full cash payment, then Purchaser (a) hereby grants to Seller a security interest in the Purchased Vehicle to secure any unpaid portion of such purchase price and (b) authorizes Seller to take such actions and to execute such documents on behalf of Purchaser as may be necessary to enable Seller to obtain a perfected security interest in or Lien on the Purchased Vehicle, (c) appoints Seller as Purchaser's attorney-in-fact to execute, deliver and/or file such documents and (d) agrees that Seller shall have the rights of a secured party with a perfected security interest under the Uniform Commercial Code and/or any applicable state title perfection statute.
3. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is increased by Manufacturer prior to delivery of the Purchased Vehicle to Purchaser, Seller reserves the right to increase the price of the Purchased Vehicle to be charged to Purchaser; provided, however, that if Purchaser objects to any such price increase, Purchaser may cancel this Agreement. In the event, of any such cancellation, Seller shall return to Purchaser (i) any cash deposit previously received and (ii) any trade-in vehicle previously delivered, provided that Seller may retain any Trade-in Vehicle Expenses previously incurred by Seller; and provided further that if such trade-in vehicle has previously been sold by Seller, Seller shall pay to Purchaser the proceeds of such sale less: (A) a selling commission of [15%] of such proceeds; and (B) any Trade-in Vehicle Expenses paid by Seller. No design change by Manufacturer of the Purchased Vehicle or any component thereof shall require Seller to make any modification to the Purchased Vehicle or any component thereof either before or after delivery of the Purchased Vehicle to Purchaser. Purchaser acknowledges (a) that Seller is not the agent of the Manufacturer and shall not be liable for any action or inaction of Manufacturer, and (b) Seller and Purchaser are the sole parties to this Agreement and Seller is unable to bind Manufacturer to any obligation.
4. If the a trade-in vehicle is not to be delivered to Seller until delivery to Purchaser of the Purchased Vehicle, then such trade-in vehicle shall be reappraised at the time of delivery and such reappraised value shall determine the gross trade-in allowance thereof; provided, however, that if such reappraised value is more than [15%] lower than the original gross-trade allowance shown on the front hereof, Purchaser may cancel this Agreement, provided that such cancellation right is exercised prior to the delivery of the Purchased Vehicle to Purchaser.
5. Purchaser warrants as to any trade-in vehicle delivered hereunder to Seller that (i) Purchaser has good title thereto and (ii) Purchaser will deliver to Seller at the time of delivery thereof to Seller the certificate of title to such vehicle free and clear of all Liens. If a Lien does exist on such vehicle, then, at Seller's option, either (a) Purchaser will pay off such Lien or (b) Seller will deduct the amount of such Lien from the trade-in value, thus increasing the purchase price of the Purchased Vehicle. If there is any difference between the actual Lien payoff of the trade-in vehicle and the "Amount Owing On Trade Vehicle" stated on the front hereof, Purchaser shall be solely responsible for any such difference and Purchaser shall promptly pay Seller any such difference that Seller is required to pay to the lienholder to secure clear title to the trade-in vehicle.
6. Unless this Agreement shall have been cancelled by Purchaser in accordance with either paragraph 3 or 4 above, Seller shall have the right, upon any failure or refusal of Purchaser to accept delivery of the Purchased Vehicle or upon any other breach of this Agreement, (i) to retain (A) any cash deposit previously made by Purchaser and (B) any trade-in vehicle previously traded-in as part of the consideration for the Purchased Vehicle, (ii) to apply any such cash and the proceeds of the sale by Seller of any such trade-in vehicle against the damages that Seller might suffer by reason of such failure, refusal or other breach, and (iii) to avail itself of any remedy available to Seller at law or in equity. In applying any such cash or proceeds, Seller may first deduct therefrom all Trade-in Vehicle Expenses and any other expenses (including attorneys' fees) that Seller may incur as a result of any such failure, refusal or other breach. In the event that Seller is required to have an attorney to enforce this Agreement or to collect sums due hereunder (including by arbitration), Purchaser agrees that Seller shall be entitled to recover, in addition to any sums due hereunder, all costs of collection, including reasonable attorney's fees in the amount of 15% of the sums due to Seller.
7. Seller shall not be liable for either (i) any delay in delivering the Purchased Vehicle or (ii) any failure to deliver the Purchased Vehicle, where such failure is due, in whole or in part, to any cause beyond the reasonable control of Seller.
8. The price of the Purchased Vehicle on the front hereof includes reimbursement for federal excise taxes, but does not include any federal, state or local sales, use or occupational taxes [based on sales volume], unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Agreement, regardless of which party may have primary tax liability therefor.
9. **THE ONLY WARRANTIES APPLYING TO THE PURCHASED VEHICLE ARE THOSE, IF ANY, SUPPLIED BY THE MANUFACTURER. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, UNLESS A SEPARATE WRITTEN WARRANTY IS PROVIDED TO PURCHASER BY SELLER. A USED VEHICLE SOLD HEREUNDER IS SOLD "AS IS" WITHOUT ANY WARRANTY.**
10. Purchaser warrants to Seller that at the time of delivery of the Purchased Vehicle, Purchaser will have insurance in force, which will provide full collision, theft, comprehensive and liability coverage for the Purchased Vehicle [and that it will maintain said insurance in force.] No loss, damage or destruction of the Purchased Vehicle shall release Purchaser from its obligations hereunder. In the event that financing of any deferred balance is not accepted by a finance company acceptable to Seller and said motor vehicle is involved in an accident prior to return of said vehicle to Seller, or in the event any checks which are given in payment for said motor vehicle are not honored by the bank upon which drawn and said motor vehicle shall be involved in an accident, Purchaser hereby assigns to Seller the right to receive proceeds payable to Purchaser under all insurance policies covering said accident and Purchaser hereby authorizes and directs the carriers of all such insurance policies to pay said proceeds directly to Seller alone. Purchaser hereby appoints Seller as Purchaser's attorney-in-fact to endorse Purchaser's name to any checks or drafts issued by such insurance carriers by reason of such accident. Any such proceeds received by Seller shall be applied toward payment of Purchaser's obligations hereunder; and any excess of such proceeds over said obligations shall be remitted to Purchaser.
11. **If Purchaser has delivered to Seller an application for credit, Purchaser represents that all statements made in such credit application are true and correct, and Purchaser acknowledges that Seller will be relying thereon. Any untrue or incorrect statement or any other misrepresentation of Purchaser in the credit application or in any other documents shall entitle Seller immediately to rescind and to repossess the Purchased Vehicle.]**
12. **In the event that any portion of the purchase price is to be financed, Purchaser shall be solely responsible to obtain such financing, even if Seller assists Purchaser to obtain such financing. In the event Seller so assists Purchaser, Seller shall not be deemed to have acted as Purchaser's agent; and Seller may retain or be paid by lender a portion of any finance charge imposed on Purchaser by any lender. In the event that Purchaser has obtained possession of the Purchased Vehicle but is unable within 10 days after so obtaining possession to obtain financing and pay off the balance of the purchase price owed to Seller, Purchaser agrees to return the motor vehicle to Seller immediately upon demand. In the alternative, Seller shall be entitled to immediately repossess the vehicle.]**
13. Purchaser agrees that it will execute and deliver such other agreements, documents or instruments as may be necessary to complete the sale contemplated hereby in accordance with the terms and conditions hereof.
14. This Agreement shall not be assigned by Purchaser without Seller's prior written consent. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modification or waiver of any provision hereof shall be valid unless it is in writing and signed by each party hereto. If any provision of this Agreement shall be deemed invalid, illegal or unenforceable under applicable law, such invalidity, illegality or unenforceability shall not adversely affect the validity, legality or enforceability of the remainder of this Agreement. This Agreement shall be governed by the laws of the state in which the Seller is located as shown on the front of this Agreement. Whenever the context of this Agreement requires, all pronouns used herein shall refer to the masculine, feminine or neuter gender and the singular shall refer to the plural and *vice versa*, as the context may require.
15. Any dispute or controversy arising pursuant to this Agreement shall be resolved by final and binding arbitration in Gwinnett County, Georgia before a single arbitrator appointed and acting pursuant to JAMS' commercial arbitration rules. **[NO CLASS WIDE ARBITRATION CLAIMS ARE ALLOWED.] [Seller and Purchaser shall each bear their own expenses for attorneys, experts, witness fees, regardless of which party prevails in the arbitration.] OR [The arbitrator may award costs and attorney's fees to the prevailing party.] [See Paragraph 6 above]**

Estimate



70 Pike Industrial Way
Milner, GA 30257

Date	Estimate #
8/23/2023	23144

Name / Address	
Peach State Trucks 6535 Crescent Drive Norcross, GA 30071	

Additional Info	
Josh Little	

Rep	P.O. No.	Approx Lead Time	Terms	Make / Model	C/A & SRW-DRW
BRAD		7-9 weeks ARC	Net 30	M2	108,DRW

Description	Qty	Cost	Total
96" x 14' Heavy Duty Dump Main Frame: 7" Channel Cross Members: 3" Channel, 12" on-center Floor Plate: 3/16" Smooth seamless plate Bulk Head: HFI 9654 ICC Bumper Mudflaps Back up alarm LED lighting Paint: Polyurethane Black Installed	1	7,520.00	7,520.00
Twin Cylinder PTO Scissor Hoist Kit for Automatic Transmission, 14' - 16' Dump Body Electric Operated Valve with Push Button Controller Hoist: 6620-8S-KK	1	10,320.00	10,320.00
14' Chipper Sides and 3/4 Roof 6' Sides and Roof with Exhaust Vents 36" Barn Doors Tapered Sides **DELETE Rub Rails & Stake Pockets**	1	6,525.00	6,525.00
15 Ton Pintle Hitch with 2" Receiver Tube with D-rings	1	540.00	540.00
Labor to relocate factory trailer plug	1	50.00	50.00

Phone #	Fax #	E-mail	Web Site	Subtotal
770-228-9974	770-228-7573	sales@kandkmfg.com	www.kandkmfg.com	
				Sales Tax (0.0%)
				Total

Estimates are valid for 7 days unless otherwise noted.

Estimate



70 Pike Industrial Way
Milner, GA 30257

Date	Estimate #
8/23/2023	23144

Name / Address
Peach State Trucks 6535 Crescent Drive Norcross, GA 30071

Additional Info
Josh Little

Rep	P.O. No.	Approx Lead Time	Terms	Make / Model	C/A & SRW-DRW
BRAD		7-9 weeks ARC	Net 30	M2	108,DRW

Description	Qty	Cost	Total
Curt Digital Brake Controller with Pressure Switch for Air Brake Chassis *Chassis may Require Tail Light Converter*	1	415.00	415.00
Install Glad Hands on rear (truck to have factory air run to rear)	1	225.00	225.00
5" Amber / Clear Thinline Strobe BPC8892202 2- in grill 2- on rear post 2-on rear side	6	180.00	1,080.00
Amber Strobe & STT Combo Light, Each Top Rear Corner of Body	1	165.00	165.00

Phone #	Fax #	E-mail	Web Site	Subtotal	\$26,840.00
770-228-9974	770-228-7573	sales@kandkmfg.com	www.kandkmfg.com	Sales Tax (0.0%)	\$0.00

Thank you for allowing us to give you an estimate. If all information on the estimate, including chassis information is correct, please sign above to process order. The lead time above is estimated and is our "target" date of completion. This date is subject to the date of the quote. A 4% processing fee will be applied to all credit and debit card purchases. Deposits are non-refundable.

Total	\$26,840.00
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Estimates are valid for 7 days unless otherwise noted.

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: August 22, 2023

SUBJECT: FY2024 Employee Benefits

The City contracts with the Georgia Municipal Association (GMA) for employee insurance services including health, vision, dental, life & accident death, and short-term disability. Every year, Dacula reviews the service options provided by GMA to determine the most appropriate plan. Staff compared multiple plans based on financial feasibility and plan quality, and recommends the plan as described in Attachment A. The proposed plan would decrease the deductible while only increasing the rate by 5.97%. The subject rate increase is consistent with industry standard increases.

Staff request this plan be approved and the Declaration be executed as open enrollment for 2024 will begin in November.

Attachment A

	FY2023 Plan	FY2024 Plan
Health	Anthem Open Access POS	Anthem Open Access POS
	80/60 Plan	80/60 Plan
	\$3,000 employee	\$2,000 employee
	\$9,000 family	\$6,000 family
	In network deductible	In network deductible
	\$6,500 employee	\$5,500 employee
	\$13,000 family	\$11,000 family
	Maximum (in network) out of pocket limit	Maximum (in network) out of pocket limit
	Physician Copays	Physician Copays
	Primary Care - \$40	Primary Care - \$40
	Specialist - \$50	Specialist - \$50
	Well Visits (Yearly Physical) \$0	Well Visits (Yearly Physical) \$0
	Emergency Room \$200	Emergency Room \$200
Urgent Care \$60	Urgent Care \$60	
Prescriptions	Aetna	Aetna
	Generic \$10	Generic \$10
	Brand \$35	Brand \$35
	Non-Preferred \$60	Non-Preferred \$60
Vision	Blue View Vision	Blue View Vision
	Eye Exam Copay \$10	Eye Exam Copay \$10
	Eye Glasses Frames Allowance \$180	Eye Glasses Frames Allowance \$180
Dental	Delta Dental	Delta Dental
	Annual Maximum Benefit \$1,500 (per person)	Annual Maximum Benefit \$1,500 (per person)
	Annual Deductible \$50	Annual Deductible \$50
	Family Deductible \$150	Family Deductible \$150
	Orthodontic Coverage (children)	Orthodontic Coverage (children)
Lifetime max \$1,000	Lifetime max \$1,000	
Life & AD	Coverage offered to Employee Only	Coverage offered to Employee Only
	Benefit amount \$10,000	Benefit amount \$10,000
Short Term Disability	\$300 per week maximum	\$300 per week maximum

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: August 7, 2023

SUBJECT: Time lapse waiver request for Stanley Road (Ref: 2022-CD-COC-02)

Mahaffey Pickens Tucker, LLC has submitted a time lapse waiver request on behalf of Maple Multi-Family Land, LP for Stanley Road (Ref: 2022-CD-COC-02) for your consideration. The request was tabled per the Applicant's request during the August 3, 2023 City Council meeting.

On February 2, 2023, City Council considered a change of conditions application for a planned mixed-use development. Application 2022-CD-COC-02 was denied.

The waiver requests permission for the applicant to re-apply prior to the 12-month wait period per Section 1708 of the Zoning Resolution:

Section 1708. Lapse of Time Requirement for an Amendment, Variance or Special Use Permit Re-application. The following shall apply to the applicable re-application:

If an application is denied by the Mayor and City Council, as appropriate, no application or re-application for the same Zoning Map amendment, Variance, or Special Use Permit affecting the same land or any portion thereof shall be acted upon within twelve (12) months from the date of last action, unless such twelve (12) month period is waived by the Mayor and City Council as appropriate, and in no case may such an application or re-application be reconsidered in less than six (6) months from the date of that action by the City Council, as appropriate. Administrative variances shall not be subject to this time lapse requirement as outlined in Article XV, Section 1508.

Approval of the waiver would allow the change of conditions application to be heard by City Council as soon as November 2, 2023.

Matthew P. Benson
Catherine W. Davidson
Gerald Davidson, Jr.*
Brian T. Easley
Rebecca B. Gober
Christopher D. Holbrook
Jessica P. Kelly

Shane M. Lanham
Jeffrey R. Mahaffey
Steven A. Pickens
Gabrielle H. Schaller
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

Writer's e-mail: slanham@mptlawfirm.com

June 20, 2023

VIA EMAIL TO:

Brittni Nix, City Administrator
City of Dacula
442 Harbins Road
Dacula, Georgia 30019

RE: Our Client/Applicant: Maple Multi-Family Land, LP
Case # 2022-CD-COC-02

Dear Ms. Nix:

The purpose of this letter is to request that the City Council waive the twelve-month waiting period for our client to re-file a change of conditions application on the property which was the subject of the above-referenced change of conditions application. This application went before the City Council on February 2, 2023 and was denied. Pursuant to Section 1708 of The Zoning Resolution of the City of Dacula, the twelve-month waiting period may be waived by the City Council and a re-application may be considered after at least six months from the date of last action by the City Council.

Sincerely yours,

MAHAFFEY PICKENS TUCKER, LLP

Shane Lanham

Shane M. Lanham

Sugarloaf Office || 1550 North Brown Road, Suite 125, Lawrenceville, Georgia 30043

NorthPoint Office || 11175 Cicero Drive, Suite 100, Alpharetta, Georgia 30022

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