



Mayor and City Council Worksession

Thursday, January 04, 2024 at 6:00 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:

OLD BUSINESS:

1. Rezoning Application: 2023-CD-RZ-03
2. Ordinance to amend Article III of the Zoning Resolution

NEW BUSINESS:

3. Discussion of Mayor and Council Appointments for 2024
4. Ordinance to Amend Article XVII of the Code of Ordinances
5. Proposal for engineering services
6. Bid results for Brookton Place subdivision improvements
7. Authorization to purchase pole mounted snowflake decorations
8. Resolution regarding the abandonment and sale of certain vehicles, equipment, and other personal property

MARSHAL UPDATE:

CITY ADMINISTRATOR UPDATE:

MEMBER COMMENT(S) / QUESTION(S):

ADJOURNMENT:

Memorandum

To: City of Dacula Planning Commission /
City of Dacula Mayor and City Council

From: Hayes Taylor, City Planner

Date: November 27, 2023

Subject: 2023-CD-RZ-03

Proposed Zoning: R-TH Single-Family Residence Townhouse District

Existing Zoning: MH Mobile Home Park District

Size: 4.04 acres

Proposed Use: Attached Single Family Townhome Neighborhood

Applicant: Archon Homes
2160 Morningside Dr. Suite 250
Buford, Georgia 30518
770-616-9774

Owner: Dacula Real Estate
3975 Stone Village Ct
Duluth, Georgia 30097
678-643-6257

Location: Land Lot 275 - 5th District

Existing Land Use and Zoning:

The subject property is located at 2263 Stanley Rd and is approximately 4.04 acres. Jody Avenue and Shane Lane surround the property on all sides. The parcel is zoned MH (Mobile Home Park District) and is occupied by 16 mobile homes (net density = 3.96 units/acre). Properties to the northeast and northwest are zoned R-1200 (Single Family Residential). A 173-lot single-family residential development zoned TRD (Transitional Residential District) is currently under construction across Stanley Road to the south of the subject property.

The Proposed Rezoning & Development:

The applicant has requested to rezone the 4.04-acre subject property from MH (Mobile Home Park District) to R-TH (Single Family Residence Townhouse District) to construct a 16-unit (net density = 3.96 units/acre), 4 building town home development. Application materials indicate an internal private drive with sidewalks that bisects the parcel, connecting Jody Ave and Shane Ln. The internal drive serves as the entrances into the development and conforms the area with the 2019 Future Land Use Map characterization by bolstering pedestrian infrastructure. The concept plan shows a mail kiosk center, pedestrian pathways, an amenity area, a 25-foot landscape setback from the street, and an additional 50-foot building setback.

Staff notes the proposed density maintains the residential density of the property's current use. The 2019 Future Land Use Map designates the subject parcel as a Village Area Density character area (3.5-6 units/acre). The proposed development would serve as a logical transition from medium density residential and commercial to lower density suburban development.

Summary:

The proposed townhouse development would maintain the existing residential density of the current mobile home development (Mobile Home Park District) and is consistent with the City's Future Land Use Map. For these reasons, the Department recommends that the rezoning be approved with conditions.

Comprehensive Plan:

The City of Dacula's 2019 Comprehensive Plan labels the subject property as Village Density Residential on the Future Land Use Map. Village Density Residential character areas are defined as being "in close proximity to activity centers and are relatively dense compared to Suburban Residential areas" and that "residents are more likely to walk or bike to nearby centers rather than forced to rely on automobiles." The Village Density Residential uses are stated as "low density residential (0.5 to 4 units/acre), medium density residential (4-6 units/acre), traditional neighborhood development, duplexes, parks/recreation/greenspace, and small institutional development." (The City of Dacula, Georgia 2019 Comprehensive Plan, page 7.26).

The analysis of the application should be made based upon the "Standards Governing Exercise of the Zoning Power" as stated in Section 1702 of the 2000 Zoning Resolution of the City of Dacula.

1. *Whether the proposed rezoning request will permit a use that is suitable in view of the use and development of an adjacent and nearby property?*

The townhouse development is a suitable use because it maintains the current residential density and would improve the pedestrian infrastructure within the character area. In addition, the proposed development provides a gradient in the transition from the Neighborhood Mixed Use and General Commercial character area designated to the north on the Future Land Use map.

2. *Whether the proposed rezoning will adversely affect the existing use or usability of adjacent or nearby properties?*

The proposed applications would not be expected to adversely affect the existing use or usability of adjacent or nearby properties along Stanley Rd.

3. *Whether the property to be affected by the proposed rezoning request has a reasonable economic use as currently zoned?*

The property has reasonable economic use as currently zoned.

4. *Whether the proposed rezoning request will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?*

With the provided conditions, excessive or burdensome use of streets, transportation facilities or schools should be minimized. The utility and school needs should not be substantially affected due to the maintenance of the current residential density.

5. *Whether the proposed rezoning request conforms with the policy and intent of the Land Use Plan?*

The City of Dacula's Future Land Use Map designates the property for a Village Density Residential character area. Village Density Residential character area serves as a transition from higher density residential and commercial to traditional single-family density. The proposed rezoning restructures the current infrastructure into a more grid-like format, encouraging walkability. As properties to the east develop within the Community Mixed Use Activity Center character area, the townhouses could serve as a transition in the gradient from attached and village density units to low density. As such, the proposed rezoning would be considered suitable at this location.

6. *Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning?*

If approved, the requested rezoning would provide an opportunity for a mixture of housing types and provide a transition between land uses of potential future developments.

Recommendation:

Based on the application, the requested rezoning is recommended for approval with the following conditions:

The Department notes the Planning Commission unanimously recommended approval with staff's recommendations conditions for the requested rezoning at the Public Hearing on November 27, 2023. Said conditions are below.

1. The property shall be developed in accordance with the conceptual site plan prepared by Archon Homes dated August 23, 2023 and with the provided zoning conditions. Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
2. The open space shall not be subdivided and shall be owned and maintained by a mandatory homeowners' association. The deed to the mandatory homeowners' association shall require that the open space be perpetually maintained.
3. The maximum number of dwelling units shall not exceed 4 buildings consisting of 16 units total.
4. The minimum heated floor area per dwelling unit shall be 1,800 square feet.

5. The front and side façades of all dwelling units shall consist of architectural treatments of brick, stone, or stucco with fiber cement siding for the remainder of the elevation. The remainder of the structures shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
6. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance.
7. Delineated street parking outside of travel lanes along the internal road must be provided by the developer.
8. Collection of solid waste, recycling, and recovered materials from the townhome development shall be arranged by an agreement with a franchised contractor.
9. The development shall include an amenity area with a park benches, and picnic tables. The benches and tables will be included in a walking trail, gathering space, or central green as approved by the City.
10. The development shall include a cabana, pavilion or shade provision alternative in the designated mail kiosk space as approved by the City.
11. All non-amenity grassed areas shall be sodded.
12. The amenity and stormwater maintenance areas may include lower maintenance grass alternatives such as Blue Star Creeper, Corsican Mint, Microclover, or Fescue as approved by the City Administrator.
13. 5-foot-wide sidewalks shall be constructed on both sides of the internal private drive.
14. 5-foot-wide sidewalks shall be constructed along the property frontage of Stanley Road, Shane Lane, and Jody Avenue.
15. The developer shall provide street trees along the external sidewalk, internal sidewalk and internal walkways at 25-foot increments on center. All trees should be 6 to 8 feet tall at the time of installation with a minimum DBH of 2.5 inches. Subject to review and approval by the City Administrator or their designee.

Street and walkway trees shall be of one or a combination of the following species:

- a. Sweet Bay Magnolia
- b. Blood Good Japanese Maple
- c. Eastern Redbud
- d. Willow Oak
- e. Carolina Silverbell

- f. Nuttal Oak
 - g. Shumard Oak
 - h. White Oak
 - i. Japanese Zelkova
 - j. Red Maple
 - k. North Red Oak
16. The developer will provide crosswalks at the stop signs of the internal private drive.
 17. The developer shall submit the Final Plat to the City of Dacula prior to the issuance of any building permits.
 18. Each townhome building shall have landscape features to include, but not necessarily limited to flowerbeds, landscape trees, evergreen understory plantings and the like. Subject to review and approval by the City Administrator or their designee.
 19. Underground utilities shall be provided throughout the development.
 20. Street light service fees and maintenance are the responsibility of the homeowner's association. Street light fixtures must be reviewed and approved by the City.
 21. Ownership and maintenance of internal drives, roads, sidewalks and/or parking area found on the subject site shall be the responsibility of the developer and/or private property owner.



City of Dacula
 P. O. Box 400
 Dacula, GA 30019
 (770) 962-0055 / Fax (770) 513-2187

Item 1.

REZONING/ CHANGE OF CONDITIONS/ SPECIAL USE PERMIT APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF DACULA, GEORGIA.
 (Please Type or Print using BLACK INK)

APPLICANT *		PROPERTY OWNER *	
NAME	<u>Archon Homes</u>	NAME	<u>Dacula Real Estate</u>
ADDRESS	<u>2160 Morningside Dr. Ste 250</u>	ADDRESS	<u>3975 Stone Village Ct.</u>
CITY	<u>Buford</u>	CITY	<u>Duluth</u>
STATE	<u>GA</u> ZIP <u>30518</u>	STATE	<u>GA</u> ZIP <u>30097</u>
PHONE	<u>770-616-9774</u> FAX	PHONE	<u>678-643-6257</u> FAX

APPLICANT IS THE:

- OWNER'S AGENT
- PROPERTY OWNER
- CONTRACT PURCHASER

* Include any person having a property interest and/or a financial interest in any business entity having property interest (use additional sheets if necessary).

CONTACT PERSON John Slappay
 COMPANY NAME Archon Homes
 ADDRESS 2160 Morningside Dr. Ste. 250
Buford, GA 30518
 PHONE 770-616-9774 FAX
 EMAIL jslappay@psponline.com

PRESENT ZONING DISTRICT(S) Mobile Home REQUESTED ZONING DISTRICT Town Home
 LAND LOT(S) _____ PARCEL # B5275 057 DISTRICT(S) _____ ACREAGE 4.07
 PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED 16 Unit Town Home
Development

RESIDENTIAL DEVELOPMENT: NO. OF LOTS/DWELLINGS UNITS 16
 DWELLING UNIT SIDE (SQ. FT.) _____
 NON-RESIDENTIAL DEVELOPMENT: NO. OF BUILDINGS/LOTS _____
 TOTAL GROSS SQ. FEET _____

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

*** PLEASE ATTACH A "LETTER OF INTENT" EXPLAINING WHAT IS PROPOSED and TYPED "LEGAL DESCRIPTION" OF PROPERTY TO BE AMENDED ***

CASE NUMBER

SITE DATA	
GROSS ACRES	11.4 04 AC
EXISTING ZONING	MH
PROPOSED ZONING	R3H
TOTAL UNITS	16 UNITS
GROSS DENSITY	3.98 U/A
TOWNHOME SIZE	24' X 50' REAR ENTRY TOWNHOME
MIN. UNIT HEATED S.F.	1,699 S.F. PER TOWNHOME
BUILDING SETBACKS	
FRONT	50'
REAR	40'
SIDE	40'
BUILDING HEIGHTS	
	35'
20' GRASS OR LANDSCAPED STRIP SHALL BE PROVIDED BETWEEN ALL BUILDINGS AND INTERIOR DRIVEWAYS/STREETS.	

SITE LEGEND	
	STORMWATER MANAGEMENT
	MAIL KIOSK
	PARK

PARKING CALCS					
TYPE	SPACES	REQUIREMENT	UNIT	TOTAL	REMARKS
REAR ENTRY TOWNHOME	2	4	16	64	
TOTAL PARKING SPACES REQUIRED FOR RESIDENTIAL				64	
MINIMUM 3 SPACES PER UNIT				48	
90 DEGREE PARKING SPACES (OFF-STREET PARKING)				7	
TOTAL PARKING SPACES PROVIDED FOR RESIDENTIAL				71	

PROPERTY ADDRESS:
2263 STANLEY RD
Dacula, GA 30019

UTILITIES:
THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CONFLICTS WITH EXISTING UTILITIES.

#LAW NOTE:
THIS PLAN IS CONCEPTUAL IN NATURE AND DOES NOT CONSTITUTE APPROVAL FOR CONSTRUCTION OR DEVELOPMENT. ADDITIONAL REGULATIONS SHALL APPLY PRIOR TO PERMIT SUBMISSION.

PROPERTY OWNER:
P&S DEVELOPMENT
Dacula Real Estate, LLC

STORMWATER SITE:
STORMWATER TO BE MANAGED ON-SITE.

SEWER NOTE:
GRAVITY SEWER PROVIDED BY OWENETT COUNTY OFF STANLEY ROAD.

WATER NOTE:
WATER PROVIDED BY CITY OF DACULA.

FEMA NOTE:
NO PORTION OF THIS PROPERTY IS LOCATED IN A FEMA FLOOD HAZARD AREA AS PER FEMA PANEL No. 13135C0002F, DATED 09/20/2006 & 131135C0075F.

***VARIATIONS FROM CODE:**
1) DECORATIVE COLUMNS AND FENCE ON STANLEY RD ONLY.
2) 50' LANDSCAPE SETBACK TO 25' LANDSCAPE SETBACK ALONG ALL EXISTING ROADS.



ALLIANCE
ENGINEERING & PLANNING, INC.
1000 W. MARKET ST., SUITE 100
Dacula, GA 30019
770.325.2321 | www.allianceinc.com

City of 2023 Action
Engineering & Planning, Inc.
This drawing is the property of Alliance Engineering & Planning, Inc. and is not to be used, copied, or reproduced in any form without the written consent of Alliance Engineering & Planning, Inc. The user of this drawing is to be held responsible for any errors or omissions. All dimensions and notes are to be read in conjunction with the drawing. All dimensions are in feet and inches unless otherwise noted. All dimensions are to be taken from the centerline of the road or the centerline of the building unless otherwise noted. All dimensions are to be taken from the centerline of the road or the centerline of the building unless otherwise noted. All dimensions are to be taken from the centerline of the road or the centerline of the building unless otherwise noted.

1

NOT
RELEASED
FOR
CONSTRUCTION

4

PEGGY SLAPPEY
PROPERTIES, LLC

24 HR CONTACT: JORR SLAPPEY, 770.648.8774
JSLAPPEY@SPRINTLIFE.COM

6

Site Concept Plan for
2263 Stanley Rd.

PELAGIA, GA 30081
LL 214 - CONTRACT 04
- PARCEL # 3278 057

9

Orig. Issue 05.31.23
Designed by BW
Checked by BW
Project # 23127

10

NORTH

11

SCALE: 1" = 40'

12

CONCEPT
PLAN

12

8.28.23

12

LETTER OF INTENT

9/26/23

City of Dacula
442 Harbins Road
Dacula, GA 30019

To Whom It May Concern,

This letter of intent is for a proposed rezoning for 2263 Stanley Road, Dacula GA 30019 from its present zoning of mobile homes with 4 units per acre to a proposed townhome zoning with 4 units per acre. We feel that this rezoning will be a positive impact on the community by providing new townhomes and will keep the same number of homes on the property that currently exists.

Best Regards,

John Slappey
Archon Homes, LLC
2160 Morningside Drive
Suite 250
Buford, GA 30518

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Applicant [Signature] Date 9/21/23
Type or Print Name/Title Tom Slappay Member
Notary Public _____ Date _____

PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner _____ Date 9/21/23
Type or Print Name/Title Manoj Patel Member
Notary Public _____ Date _____

FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

.....
ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____



City of Dacula
 P. O. Box 400
 Dacula, GA 30019
 (770) 962-0055 / Fax (770) 513-2187

Item 1.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

Yes No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Contributions <i>(All which aggregate to \$250.00+)</i>	Contribution Date <i>(within last 2 years)</i>

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor and/or a member of the City Council or a member of the Dacula Planning Commission.

Yes No

If the answer is *Yes*, please complete the following section:

Name of Government Official	Description of Gifts <i>(Valued aggregate \$250.00+)</i>	Date Gift was Given <i>(within last 2 years)</i>

(Attach additional sheets if necessary to disclose or describe all contributions/gifts)

CONFLICT OF INTEREST CERTIFICATION

The undersigned, making application for rezoning/SUP, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions and has submitted or attached the required information on the forms provided.

Signature of Applicant  Date 9/21/23

Type or Print Name/Title John Slappey Member

Signature of Applicant' Attorney _____ Date _____

Type or Print Name/Title _____

Notary Public _____ Date _____

(Notary Seal)

Official Use Only

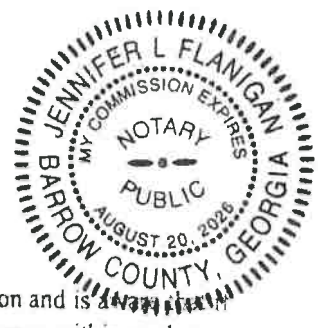
DATE RECEIVED _____ ZONING CASE NUMBER _____

RECEIVED BY _____

APPLICANT CERTIFICATION

The undersigned is authorized to make this application and is aware that if an application is denied, no application or re-application affecting the same property shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

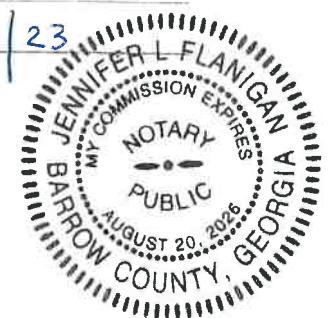
Signature of Applicant [Signature] Date 9/21/23
Type or Print Name/Title John Slippy Member
Notary Public Jennifer L Flanigan Date 9/21/23



PROPERTY OWNER CERTIFICATION

The undersigned, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied, no application or re-application affecting the same land shall be acted upon within twelve (12) months from the date of last action unless waived by the City.

Signature of Property Owner [Signature] Date 9/21/23
Type or Print Name/Title Manoj Patel Member
Notary Public Jennifer L Flanigan Date 9/21/23



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____
LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN

SIGNATURE

DATE

STIPULATIONS



City of Dacula
P. O. Box 400
Dacula, GA 30019
(770) 962-0055 / Fax (770) 513-2187

IMPACT ANALYSIS STATEMENT

As required by the Zoning Resolution of the City of Dacula, the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power. **ALL APPLICATIONS MUST BE COMPLETED WITH THE COMPLETED IMPACT ANALYSIS STATEMENT.**

DATE 9/21/23 APPLICANT Anchor Homes

A Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property: Yes

B Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property: No

C Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned: Yes

D Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. No

E Whether the proposed rezoning is in conformity with the policy and intent of the Land Use Plan: Yes

F Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning: N/A

Salomon Duenez
2203 Stanley Road
Dacula, GA 30019

Santiago Jimenez
2257 Shane Lane
Dacula, GA 30019

Lisa Pina
2263 Shane Lane
Dacula, GA 30019

Thomas Powell
2273 Shane Lane
Dacula, GA 30019

Kenny Everson
2283 Shane Lane
Dacula, GA 30019

Oscar Garcia
2293 Shane Lane
Dacula, GA 30019

Rosita Duenez
2284 Shane Lane
Dacula, GA 30019

Pronto VM, LLC
2281 Scott Circle
Dacula, GA 30019

Jose Garcia
2282 Scott Circle
Dacula, GA 30019

Juan Cruz
2277 Stanley Road
Dacula, GA 30019

Starlight Homes
3820 Mansell Road
Suite 400
Alpharetta, GA 30022

USA Maag, LLC
2204 Stanley Road
Dacula, GA 30019

Item 1.

7020 3160 0001 4831 4452

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **Salomon and Rosita Duenez** ✓
 Street and Apt. No., or PO Box No. **2203 Stanley Road**
 City, State, ZIP+4® **Dacula Ga 30019**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4460

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **VM Pronto LLC** ✓
 Street and Apt. No., or PO Box No. **5001 Plaza on the Lake Ste 200**
 City, State, ZIP+4® **Austin TX 78746-1053**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4446

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **MAAG USA LLC** ✓
 Street and Apt. No., or PO Box No. **324 Kent Valley Circle**
 City, State, ZIP+4® **Dacula Ga 30084-8493**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4514

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **Kenny Everson** ✓
 Street and Apt. No., or PO Box No. **2283 Shane Lane**
 City, State, ZIP+4® **Dacula Ga 30019**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4491

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **Rosita Duenez Salomon Duenez** ✓
 Street and Apt. No., or PO Box No. **2284 Shane Lane**
 City, State, ZIP+4® **Dacula Ga 30019**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4477

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	

Sent To **Juan Cruz** ✓
 Street and Apt. No., or PO Box No. **2277 Stanley Road**
 City, State, ZIP+4® **Dacula Ga 30019**
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Thomas + Debra Powell ✓	
Street and Apt. No., or PO Box No. 2213 Shane Lane	
City, State, ZIP+4® Dacula Ga 30019	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4452

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Starlight Homes GA LLC ✓	
Street and Apt. No., or PO Box No. 3820 Mansell Road Ste 400	
City, State, ZIP+4® Columbus Ga 30022-1515	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Item 1.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Lisa Pina	
Street and Apt. No., or PO Box No. 2263 Shane Lane	
City, State, ZIP+4® Dacula Ga 30019	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4484

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Jose Garcia ✓	
Street and Apt. No., or PO Box No. 2282 Scott Circle	
City, State, ZIP+4® Dacula Ga 30019	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Santiago Jimenez ✓	
Street and Apt. No., or PO Box No. 2257 Shane Lane	
City, State, ZIP+4® Dacula Ga 30019	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 3160 0001 4831 4507

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Returned ✓	
Sent To Jaramillo D. Garcia Mariela Zavala	
Street and Apt. No., or PO Box No. 2293 Shane Lane	
City, State, ZIP+4® Dacula Ga 30019	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator
 Hayes Taylor, City Planner
 Jack Wilson, City Attorney

DATE: December 27, 2023

SUBJECT: Ordinance to Amend Article III of the Zoning Resolution

Staff has reviewed Article III and recommends codifying definitions of “meeting,” “parking deck,” and “special event” effective immediately. The Ordinance will codify the City’s current practices.

Since the Planning Commission unanimously recommending approval of the proposed Ordinance on November 27, 2023, staff recommends amendments to the proposed definitions. Amendments are shown in bold.

- Meeting. ~~It~~ **Business or** office-oriented small gatherings of persons to conduct business, commerce, and related activities. A meeting shall not include a party, wedding, reunion, or other Special Event as defined herein.
- Parking Deck. An enclosed structure for parking automobiles and passenger vehicles.
- Special Event. A **one-time** gathering of a group or community of persons for a special occasion including, but not limited to, a wedding, shower, a public or private party, reunion, family event, or other religious or social gathering.

**AN ORDINANCE TO AMEND ARTICLE III
OF THE CITY OF DACULA ZONING RESOLUTION
ARTICLE III DEFINITIONS.**

WHEREAS, the City has adopted a comprehensive Zoning Ordinance including definitions for particular terms and uses; and

WHEREAS, some of the provisions of the current ordinance should be updated and improved; and

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 make the revisions outlined herein;

NOW THEREFORE, THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the existing Article III – Definitions Ordinance is amended as follows:

The following Definitions are hereby approved and adopted for inclusion in the City’s Zoning Resolution:

Meeting. Business or office-oriented small gatherings of persons to conduct business, commerce, and related activities. A meeting shall not include a party, wedding, reunion or other Special Event as defined herein.

Parking Deck. An enclosed structure for parking automobiles and passenger vehicles.

Special Event. A one-time gathering of a group or community of persons for a special occasion including, but not limited to, a wedding, shower, a public or private party, reunion, family event or other religious or social gathering.

SECTION 2

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 Zoning Resolution and to produce and publish a final codified version of the Zoning Resolution 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 amendments outlined herein shall be effective immediately upon their adoption by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of January, 2024.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

BRITTNI NIX
CITY ADMINISTRATOR

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: December 27, 2023
SUBJECT: Appointments by the Mayor and City Council

The following appointments are required during the January 4, 2024 Council Meeting for the 2024 calendar year.

- Mayor Pro Tem (Current: Denis W. Haynes, Jr.)
- Planning Commission Members
 - o Monica Francis (Trey King, Mayor)
 - o Gene Greeson (Denis W. Haynes, Jr., Councilmember)
 - o Mark Chandler (Ann Mitchell, Councilmember)
 - o Lisa Bradberry (Danny Spain, Councilmember)
 - o Myra Montalbano (Sean Williams, Councilmember)
- Department oversight(s)
 - o Full Council
- City Legal Services (Jack Wilson at \$175.00/hr.)
- City Prosecutor (Jack Wilson at \$175.00/hr.)
- Municipal Judge (Bill Brogdon and Jammie Taire at \$200.00/hr.)
- City Chaplain (Pastor Mark Chandler)

AN ORDINANCE

AN ORDINANCE TO AMEND THE CITY OF DACULA CODE OF ORDINANCES TO PROVIDE REGULATIONS RELATED TO CAR WASH ESTABLISHMENTS AND FOR OTHER PURPOSES.

WHEREAS, the City Code provides certain regulations for oversight over businesses providing car wash services; and

WHEREAS, water is a finite resource and maintaining an adequate water supply and water quality are essential for the health, safety and welfare of citizens of the City; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens and businesses within the City of Dacula to amend the City Code to make provision for further reasonable regulations to protect public health and safety;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA HEREBY ORDAINS that the City Code be amended as follows:

SECTION 1.

A new Section 12-562 Number of Free Standing Car Washes Permitted is created and adopted as follows:

Section 12-562 Number of Car Washes Permitted.

- (1) Number of car washes permitted:
 - (a) At no time shall the number of licenses issued by the City permitting the retail automated car wash facilities within the City limits exceed the number found as a result of dividing the total population of the City, as found in the most recent population estimates published by the United States Bureau of the Census, by the whole number 5,000.
 - (b) If the number resulting from the division required by subsection (a) of this section is a number other than a whole number (for example 1.75) then said number will be adjusted downward to the next whole number where it will remain until the population increases to such an extent which would cause said number to equal or exceed the next higher whole number. Notwithstanding the foregoing, the number of licenses permitted by this section shall never be less than three.

- (c) The language contained in subsections (a) and (b) of this section can be expressed in the mathematical formula, as follows: $Y \div 5,000 = X$. "Y" is the total population (as defined in subsection (a) of this section) of the City. "X" is the total number of licenses that can be issued (this number, if not whole, is adjusted downward in accordance with subsection (b) of this section).

SECTION 2.

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 3.

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

SECTION 4

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 5

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

SO ORDAINED by the governing authority of the City of Dacula, this ____ day of January, 2024.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

BRITTNI NIX,
CITY ADMINISTRATOR

December 20, 2023

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

Re:	Administrative Building Project (the “Project”) 431 Harbins Road Dacula, Gwinnett County, Georgia 30019 Proposal to provide Schematic Design, Design Development, Construction Documentation Phase, Design & Permit Approved Drawing Set, Bid Phase, Construction Administration Phase, Permitting and Coordination Meetings Services (the “Proposal”) Proposal No. 23-1010
------------	--

Dear Brittini Nix:

We are pleased to submit this Proposal to provide Schematic Design, Design Development, Construction Documentation Phase, Design & Permit Approved Drawing Set, Bid Phase, Construction Administration Phase, Permitting and Coordination Meetings 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

The scope of services (the “Scope”) and associated fees shall be as follows:

Task	Description	Fee Type	Total
------	-------------	----------	-------

<p>1</p>	<p>Schematic Design Phase</p> <p>A. Project Kick-Off/Project Review Meetings:</p> <ol style="list-style-type: none"> 1. Upon Notice to proceed from the City, Bowman's Design Team will: <ol style="list-style-type: none"> a. Schedule, attend, and help facilitate a Project Kick-Off Meeting with the City. In preparation, we will make available various materials, reviews/assessments, and data for discussion, sharing, comparison and exchange any information Bowman has researched that might produce Gwinnett County and other governmental agency concerns; permitting requirements; potential variances; and any other pertinent information. The goal of this Project Kick-Off is to achieve a clear understanding of Project feasibility and responsibilities in order to advance the Project. b. Assist City with scheduling and attend a Project Review Meeting with Georgia Power representatives for any utility power pole and power line relocations. c. Schedule and attend a Project Review Meeting with City and Gwinnett County Public Utilities (GCPU) and/or GCDOT representatives to present the Project Design Concept attempting to gain concurrence. <p>B. Schematic Design Phase:</p> <ol style="list-style-type: none"> 1. Bowman will compile/utilize available existing condition base survey data to produce a base upon which we will draft and prepare the Drawings. 2. Bowman will commence conversations with utility owners on the property for concurrence as we advance the Project into the Schematic Design Phase 3. Based upon the various input, feedback, and levels of concurrence with the Project Concept, Bowman will proceed with Schematic Design to incorporate Field Run Survey base data; and will prepare the following documentation: <ol style="list-style-type: none"> a. Preliminary Site Layout Plan. b. Preliminary Site Grading & Drainage Plan. c. Preliminary Site Details. d. Update Preliminary Opinion of Probable Construction Costs (OPCC) Number 1 including typical breakdowns, quantities, costing and contingencies. e. Preliminary Stormwater Management Narrative for stormwater management solution. 4. We will strive for concurrence with our Schematic Design Concept and Specification by coordinating, scheduling and attend meetings with: <ol style="list-style-type: none"> a. City Staff. b. Gwinnett County Public Utilities, as required. c. Georgia Power representatives, as required. 5. We will coordinate Geotechnical Engineer for Infiltration/Soils Testing with City's Geotechnical Engineer. 6. We will prepare Meeting Memoranda and distribute same for review, comment and file. 	<p>Lump Sum</p>	<p>\$6,752.50</p>
-----------------	--	-----------------	-------------------

<p>2</p>	<p>Design Development</p> <ol style="list-style-type: none"> 1. Based upon the review and comments, Bowman will proceed with DD to develop the Project design; and preparing the following documentation: <ol style="list-style-type: none"> a. DD Cover Sheet Layout Plan. b. DD Existing Conditions Plan. c. DD Site Layout Plan. d. DD Grading & Drainage Plan(s). e. DD Stormwater Management Measures. f. DD Erosion, Sediment & Pollution Control Plan. g. DD OPCC Update Number 2 including typical breakdowns, quantities, costing and contingencies. h. DD Stormwater Management Design Draft Report for stormwater management solution including Water Quality, Channel Protection, Detention Analysis. "Runoff Reduction" will be analyzed and incorporated if feasible per City of Dacula and Gwinnett County Stormwater Regulations. 2. We will coordinate, schedule, and attend a City Staff Meeting for presentation of DD deliverables. 3. We will prepare Meeting Memoranda and distribute same for review, comment, and file. 	<p>Lump Sum</p>	<p>\$20,257.50</p>
<p>3</p>	<p>Construction Documentation Phase</p> <ol style="list-style-type: none"> 1. Based upon review and comments, Bowman will proceed with CD to develop the Project design for preparing Project CDs and Supporting Data including the following: <ol style="list-style-type: none"> a. Cover Sheet. b. Reference Drawings (Site Survey). c. Site Layout Plan(s). d. Any required Entrance Access Plans. e. Grading & Drainage Plan(s) & Enlargement Plans. f. Utility Plans including any utility relocation measures. g. Erosion, Sedimentation and Pollution Control Plans. 3 Phase ESPC Plans. h. Erosion, Sedimentation and Pollution Control BMP's/ Details/Notes (includes NPDES). i. Landscape Planting Plan, Plant Material Schedule & Details. j. Site Construction Details. k. Storm Sewer & Sanitary Sewer Profiling. l. Storm Water Management Design Report. Stormwater Management Layout, Enlargements, and Details. m. Assist City with preparation and filing of NPDES - Notice of Intent (NOI). n. Technical and/or Performance Specifications. o. Preparation of Bidding documents p. We will prepare and update OPCC No. 3 including typical breakdowns, quantities, costing and contingencies. 2. We will coordinate, schedule, and attend a City Staff Meeting for presentation of CD deliverables. 3. We will submit the required number of Drawing Sets to governmental agencies to commence LDP Review; track and monitor Permit Review; make reasonable amendments to our CD documentation that is consistent with the Design Concepts as has been previously previewed and reviewed; and reintroduce amended documents striving for issuance of a Project LDP. 4. Upon award to a qualified contractor, we will assist the City and their Contractor in the preparation and submission of the required NPDES NOI to Georgia EPD through EPD's GEOS System. 5. In the event utility relocation coordination, design or integration of various utilities (e.g. power, lighting, gas, telephone, cable, fiber optic service) falls to the Bowman Design Team (through sub-consultants); and must be integrated into our CDs, we will prepare a Supplemental Agreement for execution and Additional Services will be required. 6. Bowman will furnish all deliverables outlined in the RFP. 	<p>Lump Sum</p>	<p>\$48,618.00</p>
<p>4</p>	<p>Design & Permit Approved Drawing Set</p>	<p>Lump Sum</p>	<p>\$5,402.00</p>

5	<p>Bid Phase</p> <ol style="list-style-type: none"> 1. Bowman will assist the City in Bid Phase Management by preparation of Bid Documents and Technical Specifications; participation in a Pre-Bid Conference with qualified bidders; review and make recommendation for approval, revision, or rejection to the City by interpretation of the Project Design Concept and Specifications to address bidder questions; review acceptable product/material substitutions; and as required, preparation of Addenda documentation to assist clarifications to bidders. 2. We will review and make recommendation for approval, revision, or rejection to the City in evaluation of bids and bidder qualifications leading to recommendation for award of a Contract for the Project. 	Lump Sum	\$13,505.00
6	<p>Construction Administration Phase</p> <ol style="list-style-type: none"> 1. We will perform Construction Administration (CA) services by participation in a Pre-Construction Meeting with the City, Contractor and his Sub-Contractors; make a NPDES 7-Day Inspection and issue a State Notification of same; make periodic Site Visitations to observe progress of construction and Report consistency or inconsistency of the Contractor's work with the Design Concept and Specifications; review, compose responses and recommendations as Supplemental Instructions and/or Clarifications; assist with preparation of Request for Proposals and Change Orders to the Contract; assist with unforeseen conditions by response and recommendation; assist in review of Applications for Payment; and make "Punch List" observations and Reports. 	Lump Sum	\$40,515.00

Total Lump Sum Fees \$135,050.00

NOTE Permitting and coordination meetings with City and other review agencies; coordination with utilities providers; coordination with Architect for building/parking deck design/layout will all be billed as hourly additional services and/or change order fee, as required.

ASSUMPTIONS

1. Offsite water and sanitary sewer improvements are excluded and assumed to be NOT required. Additional Services shall be required, if GCPU or the City requests offsite improvements.
2. The Client shall retain the services of a Traffic Engineer, Geotechnical Engineer, Noise Consultant, and Others, if required. Bowman has Traffic Engineer in-house if needed as an additional service.
3. This project shall proceed in one (1) continuous process and shall not be placed on hold or interrupted.
4. Additional Easements and Exhibits may be required than were assumed. If necessary, Bowman can provide on an hourly cost once the scope is known.
5. Additional Surveying, As-built surveys, and construction stakeout items are not included with this proposal but can be provided as needed for an additional service.
6. All design work is assumed to be onsite except for possible sewer tie-in across Harbins Road. No other offsite utility extensions are included.
7. We strongly recommend that an initial Geotechnical Report be prepared for the site, including soil and pavement borings to evaluate existing pavement conditions that surround the site (Project Area). It should be expected and budgeted that additional improvements may be required on these pavement areas to smoothly tie into the existing pavement. Infiltration Testing is not included. If required by the City, then the Client's Geotechnical Engineer shall provide this Infiltration Testing to Bowman in a timely manner to prevent delay in engineering and stormwater management design. All fees for Geotechnical work including but not limited too investigation, reports, infiltration testing, etc. shall be paid by the Client.
8. This proposal assumes that the proposed site shall be the "Project Area". If required, additional services will be required if other offsite areas are included.

EXCLUSIONS

Services that are not part of this contract (unless specifically authorized) are as follows:

- Borings for field locating existing underground utilities.
- CLOMR or LMOR applications and analysis.
- Construction Materials Testing.
- Construction Management.
- Construction Staking.
- Cultural and Biological Investigation.
- Building Demolition Packages.
- Environmental Assessments.
- Floodplain Studies and/or Analysis.
- Geotechnical Investigation.
- Grading only Permits and Grading only Plan approvals.
- Green Roof and Terrace design of any kind.
- Infiltration Testing.
- Irrigation Design.
- Jurisdictional Delineation or Nationwide 404 Permits.
- Legal or Title Analysis of property ownership or easement rights.
- MOT (Maintenance of Traffic Plans).
- Off-site Pavement Striping and Signage Plans.
- Photometric Studies.
- Plan review fees, permits, assessments, and other fees.
- Private Utility Mark Out Services, unless otherwise noted.
- Scour Analysis of wash crossings.
- Structural Design of any site elements.
- Subdivision Plats and Processing.
- Survey scanning services of any kind.
- Test Pit conduct and coordination.
- Traffic and Pedestrian Signals.
- Offsite Traffic Control Plans (GCDOT coordination for Harbins Road Improvements).
- Traffic Engineering Reports.
- Video Inspections and/or Vacuum Jetting of ANY sanitary sewer and storm sewers.
- Wetlands Research, Analysis, and Delineations.
- Items not specifically delineated in the Contracted Scope of Work.
- Site as-built survey.
- As-built hydrology study.

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 fifteen percent (15%) 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 Whigham
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:

BOWMAN CONSULTING GROUP LTD.

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

January 2023

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

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

July 2023

CLASSIFICATION	HOURLY RATES
Principal	\$305.00/HR
Department Executive	\$245.00/HR
Senior Project Manager	\$225.00/HR
Project Manager	\$190.00/HR
Project Coordinator	\$110.00/HR
Senior Project Analyst	\$120.00/HR
Senior Surveyor	\$225.00/HR
Engineer I II III	\$120.00/HR \$130.00/HR \$150.00/HR
Planner I II III	\$120.00/HR \$135.00/HR \$175.00/HR
Designer I II III	\$120.00/HR \$130.00/HR \$140.00/HR
CADD Drafter I II III	\$ 85.00/HR \$110.00/HR \$115.00/HR
Construction Inspector	\$110.00/HR
Landscape Architect I II III	\$120.00/HR \$135.00/HR \$175.00/HR
GIS Developer I II III	\$125.00/HR \$165.00/HR \$195.00/HR
Right of Way Specialist I II III	\$ 96.00/HR \$115.00/HR \$137.00/HR
Survey Technician I II III	\$100.00/HR \$120.00/HR \$140.00/HR
Project Surveyor	\$180.00/HR
Survey Field Crew – 1 Man	\$145.00/HR
Survey Field Crew – 2 Man	\$185.00/HR
Survey Field Crew – 3 Man	\$235.00/HR
3D Scanning Crew	\$270.00/HR
Survey Field Technician	\$ 90.00/HR
3D/UAV Modeling Technician	\$170.00/HR
UAV Operation	\$300.00/HR
SUE Field Crew - 1 Man	\$145.00/HR
SUE Field Crew - 2 Man	\$190.00/HR
SUE Field Crew - 3 Man	\$250.00/HR
SUE Field Crew - 4 Man	\$285.00/HR
SUE Utility Coordinator	\$175.00/HR
SUE Technician I II III	\$100.00/HR \$120.00/HR \$145.00/HR
Machine Control Technician	\$155.00/HR
Administrative Professional	\$ 90.00/HR

Initials: Bowman / Client

Table 1812018 - DEFAULT 2023 Florida/Georgia

BOWMAN CONSULTING GROUP LTD. 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 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

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: December 19, 2023
SUBJECT: Bid results for Brookton Place subdivision improvements

The City requested bids for the approved Brookton Place Subdivision Asphalt Milling and Repaving Project. The project includes asphalt milling and deep patch milling, repaving, thermoplastic striping and replacing sections of damaged curb, gutter and driveway aprons as identified in the construction plans. All disturbed areas will be sodded as needed.

The bid results are below:

Allied Paving Contractors, Inc. - \$986,220.25
East Coast Grading - \$1,018,546.20
Georgia Paving - \$1,026,580.00
Zaveri Enterprises, Inc. - \$1,051,000.00
Sunbelt Asphalt Surfaces, Inc. - \$1,280,000.00
Summit Construction & Development, LLC - \$1,419,715.28
Stewart Brothers, Inc. - \$1,606,309.94
F.S. Scarbrough Civil Contractors, LLC - \$1,719,791.53

The lowest qualified bid was \$986,220.25 from Allied Paving Contractors, Inc., which is less than the opinion of probable construction cost (OPCC) of \$1,089,893.18 dated September 22, 2023. Staff recommends awarding the bid to Allied Paving Contractors, Inc. at \$986,220.25 and authorizing the Mayor and City Administrator to execute all necessary documents to implement the subject project.

4174 Silver Peak Parkway, Suwanee, GA 30024

Office 770.932.6550 • Fax 770.932.6551 • bowman.com

December 18, 2023

Mayor & Council
City of Dacula
 P.O. Box 400
 Dacula, GA 30019

RE: Bid Evaluation & Recommendation
 Brookton Place Subdivision Asphalt Milling and Repaving Project

Dear Mayor & Council,

We have reviewed the bids which were submitted to the City of Dacula on December 14, 2023, for the "Brookton Place Subdivision Asphalt Milling and Repaving Project". The Bidders and their bid amounts are listed below beginning with the apparent lowest Bidder for work described in Section 00 300 and set forth as Total Bid in the Bid Proposal Form.

Bid Submitted By:	Addenda #1 Attached	Bid Bond Attached	Total Bid
** Allied Paving Contractors, Inc.	X	X	\$986,220.25
Summit Construction & Development, LLC	X	X	\$1,419,715.28
Sunbelt Asphalt Surfaces, Inc.	X	X	\$1,280,000.00
Stewart Brothers, Inc.	X	X	\$1,606,309.94
Zaveri Enterprises, Inc.	X	X	\$1,051,000.00
F.S. Scarbrough Civil Contractors, LLC.	X	X	\$1,719,791.53
East Coast Grading	X	X	\$1,018,546.20
Georgia Paving	X	X	\$1,026,580.00

**Bid Bonds verified for authenticity and for bonding capacity for Performance & Payment Bonds.*

***Apparent Low Bidder*

Based on our evaluation of the bids outlined above, we recommend that the City of Dacula issue a "Letter of Intent" stating that the "Brookton Place Subdivision Asphalt Milling and Repaving Project" be awarded to Allied Paving Contractors, Inc. with a Total Bid in the amount of **Nine-Hundred Eighty-Six Thousand, Two-Hundred Twenty and 25/100 Dollars (\$986,220.25)** with said amounts determined as representing the lowest, responsive, responsible bid for the Work as illustrated by the Specifications and Drawings entitled "Brookton Place

City of Dacula
Brookton Place Subdivision Asphalt Milling and Repaving Project
Page 2 of 2

Subdivision Asphalt Milling and Repaving Project" prepared by Bowman Consulting Group and dated October 20, 2023.

It is recommended that the City should state in their "Letter of Intent" to the successful Contractor that the following documentation should be provided to the City prior the processing of any payments for the work. The Letter of Intent shall be accompanied by a "draft" Contract for their review and use in securing Performance and Payment bonds. The successful Contractor shall provide the following documents on or before commencing work.

1. Performance / Payment Bonds for 100% of Contract Amount.
2. Schedule of Values (Breakdown of Bid Amounts).
3. Certificate of Insurance.
4. List of Sub-Contractors to be performing work on this Project.
5. Georgia Security and Immigration Sub-Contractors Affidavit.

The actual Contract will be signed and sealed by the City and the Contractor upon receipt of the above documentation. The "Notice to Proceed" will be issued by a date agreed upon by the City and the Contractor. Once issued by the City and accepted by the successful Contractor, work shall begin within 10 days of the date of the Notice to Proceed.

Should you have any questions, please feel free to call.

Sincerely,

Bowman Consulting Group



Kevin D. Whigham, P.E.
Team Lead, Civil Engineering
KDW/mrf

(P: 2023/0805/Bid/Letter of Recommendation

City of Dacula			
23-0805/200491-01-001			
Bid Documents Brookton Place Subdivision Asphalt Milling and Repaving			
December 14, 2023 @ 2:30 p.m.			
Bid Submitted By:	Addenda #1 Attached	Bid Bond Attached	Base Bid
*Allied Paving Contractors, LLC.	X	X	\$986,220.25
Summit Construction & Development, LLC.	X	X	\$1,419,715.28
Sunbelt Asphalt Surfaces, Inc.	X	X	\$1,280,000.00
Stewart Brothers, Inc.	X	X	\$1,606,309.94
Zaveri Enterprises, Inc.	X	X	\$1,051,000.00
F.S. Scarbrough Civil Contractors, LLC.	X	X	\$1,719,791.53
East Coast Grading	X	X	\$1,018,546.20
Georgia Paving	X	X	\$1,026,580.00
Sealed Bids opened & reviewed by: Kevin D. Whigham, P.E.			
Recorded Bids by: Brittini Nix			

*Apparent Low Bidder

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: December 20, 2023
SUBJECT: Authorization to purchase pole mounted snowflake decorations

The City's current pole mounted snowflake decorations are in poor condition. As such, the Mayor and City Council deliberately included monies in the FY-2024 Budget to replace said snowflake decorations prior to the 2024 holiday season. Staff has procured a quote of \$57,750 from Holiday Designs for 110-qt. 6-ft LED pole mounted snowflakes. Additional details are included in the provided documents.

Staff requests the Mayor and City Council authorize the City Administrator to purchase 110-qt. 6-ft LED pole mounted snowflakes from Holiday Designs.



Holiday Designs™
PO Box 6105
Gainesville, GA 30504
+1 7702871400
www.holidaydesigns.com

Estimate

ADDRESS	SHIP TO	ESTIMATE # E-33511
Jennifer Turner	Jennifer Turner	DATE 12/12/2023
City of Dacula, GA	City of Dacula, GA	EXPIRATION DATE 12/22/2023
P.O. Box 400	442 Harbins Road	
Dacula, GA 30019	Dacula, GA 30019	

SHIP VIA	CUSTOMER EMAIL	CUSTOMER PHONE
TBD	jennifer.turner@deculaga.gov	770-963-7451

SKU	DESCRIPTION	QTY	RATE	AMOUNT
HDPS-133	HDPS-133 – 6' Summit Snowflake. Color: Cool White 2023 List Price: \$750. 30% off 2023 List Price for buying over 100+ pieces by 12/22/31. ----- Estimate does NOT include taxes. Production will begin in January 2024. Lead time 4-6 weeks.	110	525.00	57,750.00
About Snowflakes	About our SNOWFLAKES: MADE IN THE USA (Gainesville, GA) All mounting hardware included. All steel frames are acid washed and coated with a baked-on, powder coat finish. All steel frames are warranted for (10) Christmas seasons; electrical components are warranted for (3) Christmas seasons. LED bulbs are warranted for (2) Christmas seasons (burned out bulbs ONLY). 2% extra LED bulbs included. State and local taxes not included. We DO NOT apply any surcharges to your order(s). (Unlike our competitors who charge 5-12%)		0.00	0.00

Item 7.

SUBTOTAL	57,750.00
TAX	0.00
TOTAL	\$57,750.00

Accepted By

Accepted Date

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DACULA REGARDING
THE ABANDONMENT AND SALE OF CERTAIN
VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY**

WHEREAS, the City Employees have gathered certain vehicles, equipment and other personal property described on Exhibit “A” attached hereto which are no longer regularly used by the City and no longer needed for any public purpose; and

WHEREAS, the City Staff has recommended that those vehicles, equipment and other personal property be abandoned, sold at auction, or discarded if there is no sales value realized; and

WHEREAS, it is in the best interest of the City of Dacula and its citizens for those vehicles, equipment, and other personal property to be abandoned, sold at auction or discarded if there is no sales value realized;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DACULA hereby formally ordains and resolves that the vehicles, equipment, and other personal property described on Exhibit “A” are abandoned and declared surplus property. The vehicles, equipment, or other personal property shall be advertised, sold at auction or discarded in accordance with O.C.G.A. §36-37-6.

SO RESOLVED, this 4th day of January, 2024 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittini Nix
City Administrator

Excess Inventory List

Dated: January 4, 2024

Item		Description	Condition	Functional	Qty Available
Electronics	Printer	HP printers	Used	No	3
	Cell phone	REVVVL5G	Used	No	1
	Cell phones	iPhones	Used	No	2
	Cell phones	Sonim XP3	Used	No	4
Office	Chairs	Executive chairs	Used	Yes	8
	Water fountains	Water fountains	Used	No	4
	Coffee maker	Bunn coffee maker	Used	No	1
Equipment	Benches	Benches from 2nd Avenue	Used	No	8
	Roller	Asphalt roller	Used	No	1
	Saw	Asphalt saw	Used	No	1
	Lawn mower	Lawn mower	Used	No	1
	Chain saw	Chain saws	Used	No	4
	Hedge trimmer	Hedge trimmer	Used	No	1
	Weedeaters	Weedeaters	Used	No	5
Vehicle	Truck	2000 Chevy V2 truck	Used	No	1
Miscellaneous Items	Seat	Garbage truck passenger seat	Used	No	1
	Snowflakes	Pole mounted snowflake decorations	Used	No	100
	Signs	Miscellaneous assortment of street signs	Used	No	69
	Washer	Kenmore washing machine	Used	No	1