



Mayor and City Council Worksession

Thursday, April 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

NEW BUSINESS:

2. Proposed Urban Redevelopment Plan
3. Ordinance establishing a moratorium on rezoning, special use permit and variance applications, building permit applications; subdivision concept plan submittals; and land disturbance permit applications for property within the urban redevelopment area identified and described in the urban redevelopment plan
4. Design proposal for Wilson Street parking and beautification
5. Design proposal for McMillan Road improvement project
6. Bid results for Whisper Way Storm Drainage Improvements
7. GCIC software service agreement
8. Authorization to write off and discharge unpaid 2022 ad valorem tax bills under \$5.00

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 (*Revised March 26, 2024*)

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 24-unit (net density = 5.9 units/acre), 4 building town home development. The updated application materials officially submitted March 26, show an internal private drive with sidewalks that bisects the parcel, connecting Jody Ave and Shane Ln. The concept plan also shows a mail kiosk center, pedestrian pathways, an amenity area, seven (7) off street parking spots, a twenty-five (25) foot landscape buffer, and an additional fifty (50) foot building setback from Stanley Rd.

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 falls within the recommended density for the character area. The townhomes could serve as a logical transition from medium density residential and commercial to lower density suburban development.

Summary:

The proposed townhouse development meets the recommended Village Area Density Character Area residential density 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 include: "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). Furthermore, the character area description states that developments should encourage diverse housing opportunities proximal to places of employment (The City of Dacula, Georgia 2019 Comprehensive Plan, page 7.27). The concept plan approved industrial developments on Stanley Rd and the under-construction Rowen Project could provide proximal employment opportunities for future residents.

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 proposed townhouse development is a suitable use because it falls within the recommended density for the character area 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 2019 Future Land Use map.

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

The proposed rezoning 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 recommended conditions for the requested rezoning at the Public Hearing on November 27, 2023. Said conditions are below.

A revised concept plan was officially submitted on March 26, 2024.

1. The property shall be developed in accordance with the conceptual site plan prepared by LJA Engineering submitted March 26, 2024, 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 four (4) buildings consisting of twenty-four (24) 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 park benches, picnic tables and a commercial quality bicycle rack. 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 or stormwater 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. Five (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 20-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 pedestrian 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

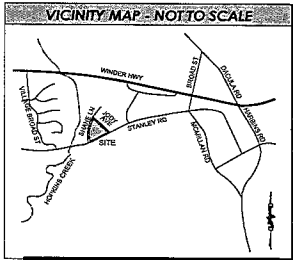
PRESENT ZONING DISTRICT(S) Mobile Home REQUESTED ZONING DISTRICT Town Home
 LAND LOT(S) _____ PARCEL # B5275 057 DISTRICT(S) _____ ACREAGE 4.07
 PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED 16 Unit Town Home
Development

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



PROPERTY ADDRESS:
2263 STANLEY RD.
Dacula, GA 30019

PROPERTY OWNER:
P/O 1230707
Dacula Real Estate, LLC

STORMWATER NOTE:
STORMWATER TO BE MANAGED ON-SITE.

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

WATER NOTE:
WATER PROVIDED BY CITY OF DACULA.

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

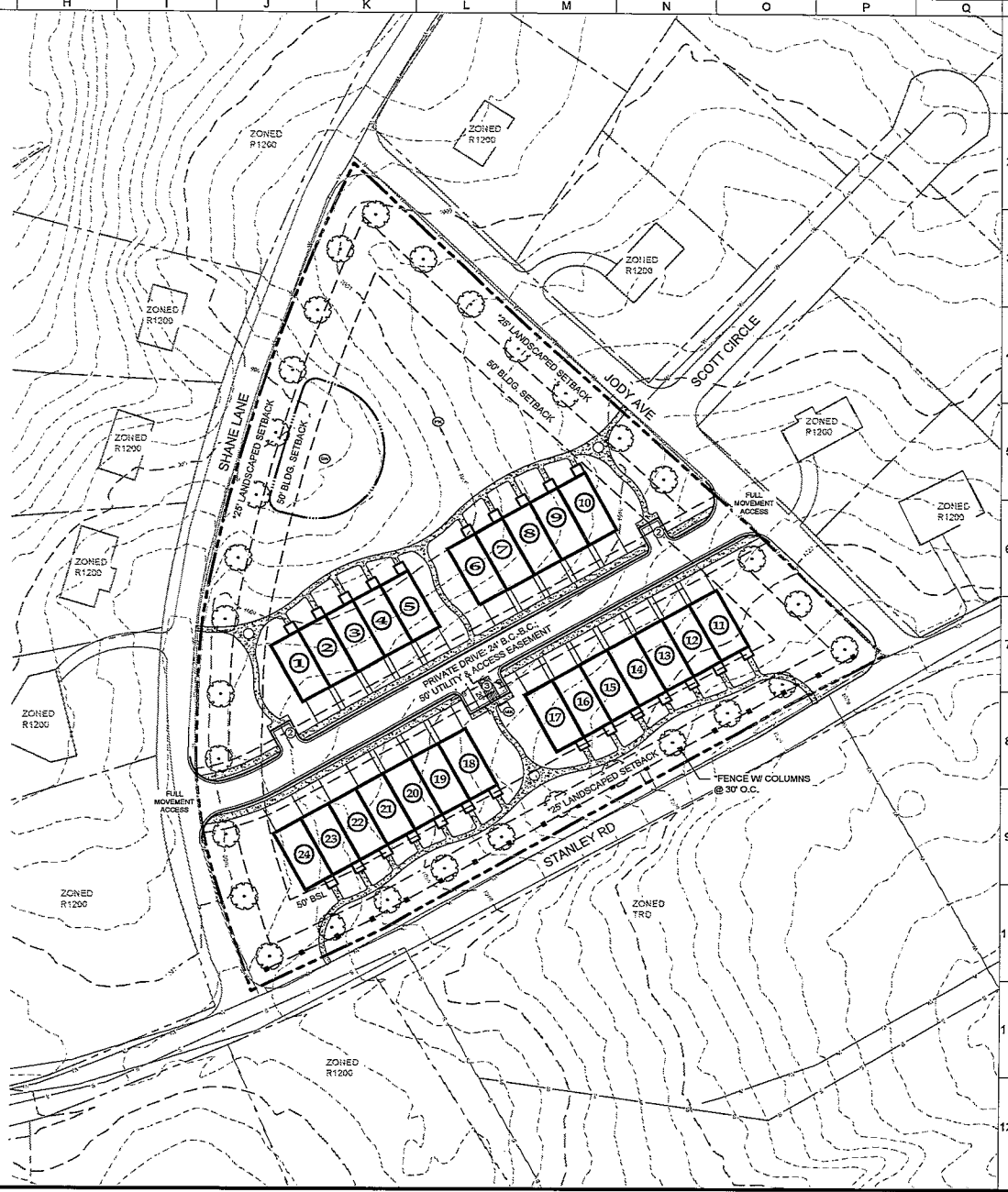
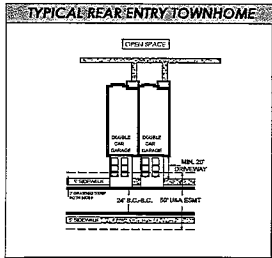
FEMA NOTE:
PORTION OF THIS PROPERTY IS LOCATED IN A FEMA FLOOD HAZARD AREA AS PER FEMA PANEL NO. 131360202F, DATED 06/26/2006 & 131360207F.

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

SITE DATA	
GROSS ACRES:	41.404 AC
EXISTING ZONING:	MH
PROPOSED ZONING:	R-TH
TOTAL UNITS:	24 UNITS
GROSS DENSITY:	5.9 U/A
TOWNHOME SIZE:	24' X 50' REAR ENTRY TOWNHOME
MIN. UNIT HEATED S.F.:	1,800 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 BOX
	PARK

PARKING CALCS				
TYPE	DRAWING	UNIT	TOTAL	SPACES
REAR ENTRY TOWNHOME	3	8	24	96
TOTAL PARKING SPACES REQUIRED FOR RESIDENTIAL (MINIMUM: 3 SPACES PER UNIT)				
72				
80 EXCESS PARKING SPACES (OVER MINIMUM PROVIDED)				
7				
TOTAL PARKING SPACES PROVIDED FOR RESIDENTIAL				
102				



NO.	DATE	DESCRIPTION	BY	CHK	APP

NOT RELEASED FOR CONSTRUCTION



PEGGY SLAPPEY PROPERTIES, LLC
363 SOUTH MAIN STREET, ALPHARETTA, GA
CONTACT: JOHN SLAPPEY
JSLAPPEY@SPONLINE.COM

Site Zoning Plan for
2263 Stanley Rd.
Dacula, GA 30019
Parcel # 22630707

NORTH

SCALE: 1" = 40'

PROJECT NUMBER: 23127

SHEET TITLE: ZONING PLAN

SHEET NUMBER: 3.1.24

Revised concept plan officially submitted to the City on March 26, 2024.

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

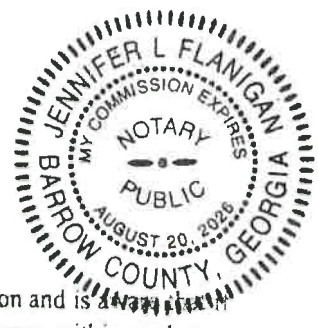
DATE RECEIVED _____ ZONING CASE NUMBER _____

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.

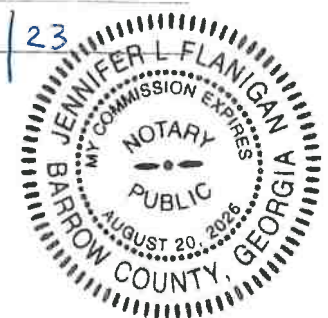
Signature of Applicant [Signature] Date 9/21/23
Type or Print Name/Title John Slippy Member
Notary Public Jennifer L Flanigan Date 9/21/23



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 Anchors 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

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Postmark
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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

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Adult Signature Required \$

Adult Signature Restricted Delivery \$

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Total Postage and Fees
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Sent To **Lisa Pina**

Street and Apt. No., or PO Box No.
2213 Shane Lane

City, State, ZIP+4®
Dacula Ga 30019

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Adult Signature Restricted Delivery \$

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Sent To **Santiago Jimenez**

Street and Apt. No., or PO Box No.
2211 Shane Lane

City, State, ZIP+4®
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Adult Signature Restricted Delivery \$

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Total Postage and Fees
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Sent To **Starlight Homes GA LLC**

Street and Apt. No., or PO Box No.
3820 Mansell Road Ste 400

City, State, ZIP+4®
Calhoun Ga 30022-1515

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

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Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
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Sent To **Jose Garcia**

Street and Apt. No., or PO Box No.
2282 Scott Circle

City, State, ZIP+4®
Dacula Ga 30019

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Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Postmark
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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

Item 1.

Item 1.

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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	\$

Postmark Here

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

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Certified Mail Fee	\$
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	\$

Postmark Here

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

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MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
Jack Wilson, City Attorney
Hayes Taylor, City Planner
DATE: March 28, 2024
SUBJECT: Proposed Urban Redevelopment Plan

An Urban Redevelopment Plan (URP) is a tool used to assist in the rehabilitation, conservation, and/or revitalization of the Urban Redevelopment Area designated in the Plan.

The Plan provides a comprehensive approach to successful redevelopment within the Urban Redevelopment Area that conforms with the City's Comprehensive Plan. The Plan also provides a framework to proactively identify and implement private and public opportunities for revitalization. Proposed redevelopment projects listed within the Urban Redevelopment Plan are in direct response to public input received from various workshops, surveys, and interviews from community members during the Dacula 2050 Comprehensive Plan process. The need for a community gathering space and redevelopment within the city center and historic downtown area was echoed throughout the received community feedback. As such, the general scope of the urban redevelopment project set forth in the Plan includes a variety of public and private improvements, including, but not limited to, municipal, public, streetscape, recreational, commercial, and other improvements, the acquisition, construction, and development of a new Municipal Complex, an outdoor amphitheater and multifunctional green space, public parking facilities, and other projects.





Urban Redevelopment Plan

- A. Introduction
 - B. Boundaries of Urban Redevelopment Area
 - C. Consistency with the City’s Comprehensive Plan
 - D. Property Acquisition, Dispositions, and Relocations
 - E. The Urban Redevelopment Project:
 - 1. Municipal Complex
 - 2. Entertainment Venue
 - 3. Downtown Parking Garage
 - 4. Sanjo Street Office Front
 - 5. Multi-story Retail
 - 6. Residential Infill Development
 - 7. City Monument Signs
 - F. Ownership of Urban Redevelopment Project
 - G. Public Infrastructure Needs to Support Redevelopment
 - H. Zoning and Land Use
 - I. Conclusion
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A. Introduction

This City of Dacula Urban Redevelopment Plan (this “Urban Redevelopment Plan”) constitutes an urban redevelopment plan of the City of Dacula, Georgia (the “City” or the “City of Dacula”) within the authority of Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the “Urban Redevelopment Law,” as amended (the “Urban Redevelopment Law”). The redevelopment of the City provides an exciting opportunity to enhance the livability, walkability, economic opportunity, sense of community, and overall vitality of the City’s historic and future downtown core.

The City Council did by resolutions adopted on February 1, 2024 determine that (1) one or more pockets of blight exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and (2) certain property located in the City, which is described under the heading “Boundaries of Urban Redevelopment Area” below, is a “pocket of blight,” within the meaning of Section 36-61-2 of the Official Code of Georgia Annotated, and did designate such area as appropriate for an urban redevelopment project. The property so described is the “Urban Redevelopment Area” for purposes of this Urban Redevelopment Plan. Certified copies of such resolutions of the City Council are attached to this Urban Redevelopment Plan as Exhibit A. The Urban Redevelopment Area will be conserved and rehabilitated through an urban redevelopment project consisting of a variety of proposed public and private improvements, which are described under the heading “The Urban Redevelopment Project” below (the “Urban Redevelopment Project”).

The use of “urban” in the title may be confusing for some because the Urban Redevelopment Law is commonly used in both rural and suburban municipalities. An Urban Redevelopment Plan is one of many legislative tools the state offers that can be used to assist suburban municipalities in revitalizing their historic downtown cores. Livable, walkable communities adjacent to town center commercial nodes are increasingly popular nationwide. The City of Dacula is centered around a deep sense of community and family. Encouraging the redevelopment of the City’s downtown core with infill development and “village” commercial nodes will better allow Dacula to meet the demands of residents of all ages, who need walkable lower to middle-income housing to remain in or return to the City.

The Dacula 2050 Comprehensive Plan, which was approved by the City Council on February 1, 2024 (the “Comprehensive Plan”), and additional State and County redevelopment tools will be used to guide this Urban Redevelopment Plan, allowing it to revitalize neighborhoods, rehabilitate older homes, recruit and nurture small businesses, ensure architecturally compatible infill development, and generate new uses for undeveloped parcels.

This Urban Redevelopment Plan has the following primary objectives:

- (1) to structure a comprehensive approach to successful redevelopment within the Urban Redevelopment Area that conforms with the Comprehensive Plan;
- (2) to facilitate future creation of tax allocation districts, enterprise, and opportunity zones;
- (3) to provide a variety of transportation options through paths, sidewalks, trails, and complete streets;
- (4) to support diverse housing options to achieve sustainable and balanced housing types with a distinct architectural character;
- (5) to pursue public improvements including appropriate land uses, improved traffic, public transportation, public utilities, communal spaces, and other public projects; and
- (6) to create an increased sense of place through placemaking projects.

B. Boundaries of Urban Development Area

The Urban Redevelopment Area resides within the Comprehensive Plan’s “Dacula Downtown” character area; however, there are three primary zones within the character area that present distinct development patterns and historical character.

2nd Avenue District

The 2nd Avenue District includes parcels west of Dacula Road, along Winder Highway, and parcels east of Broad Street, bordering Dacula High School. The area includes historic buildings and homes that date back to the City’s incorporation. The 2nd Avenue District has suffered from underdevelopment and a lack of maintenance in recent years. The near grid-like development pattern makes it primed for walkable commercial, mixed-use revitalization.

Harbins Road and Towler Village Commercial Corridor

The Harbins Road and Towler Village Corridor includes commercial properties with easy access to Harbins Road, located north of City Hall and south of Winder Highway. The corridor has vacant storefronts, blighted and vacant properties, residential properties, and undervalued commercial properties that lack the connectivity necessary to flourish within the Dacula Downtown character area designation in the Comprehensive Plan.

Historic Dacula Village District

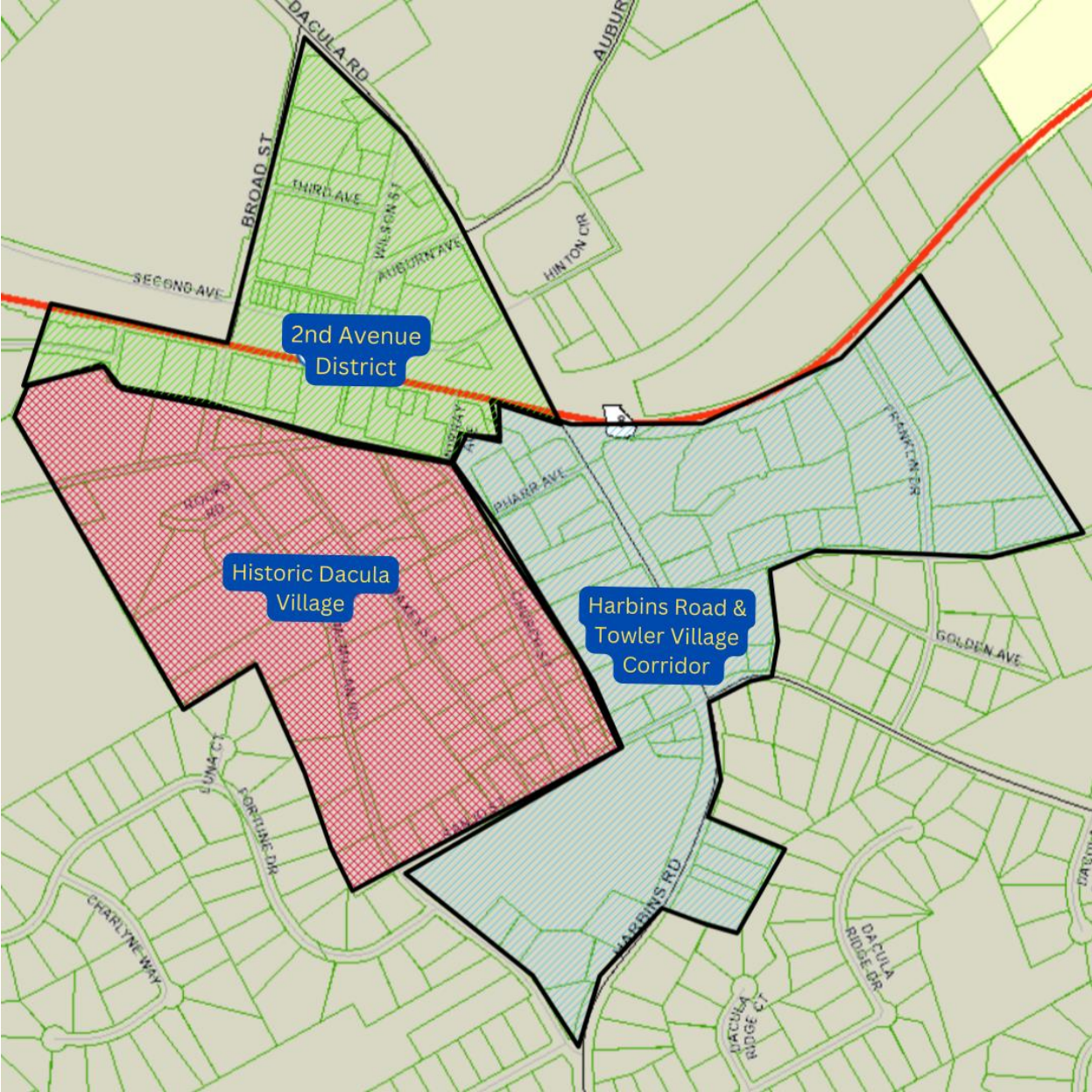
The Historic Dacula Village District includes properties north of the Harbins Road and McMillan Road intersection, extending to Winder Highway. The character area includes residential streets within a walkable or bikeable distance from both the 2nd Avenue District and the Harbins Road and Towler Village Commercial Corridor. It currently lacks the public spaces, multi-modal infrastructure, and the fully realized development pattern to connect residents to public and commercial resources.

Distress Parcels

In addition to the aforementioned categories, the Urban Redevelopment Area includes vacant and underutilized parcels that do not meet the criterion of the Dacula Downtown Character Area Comprehensive Plan designation and have become visual blights to the community due to lack of maintenance or use.

The boundaries of the Urban Redevelopment Area are described as follows and shown in the map below:

The boundary of the urban redevelopment area begins at the southeast corner of Dacula Road at Broad Street intersection, follows southward until the Winder Highway and Broad Street intersection. Boundary continues westward along Winder Highway for 680 feet (+/-) and then continues southward. The boundary includes properties along McMillan Road until the McMillan Road and Harbins Road intersection. The boundary follows Harbins Road, includes Dacula City Hall, and continues until the Tanner Road intersection. The boundary continues northeast along Tanner Road for 235 feet (+/-) and then continues northward until it intersects with Freemans Mill Road. The boundary continues eastward along Freemans Mill Road for 1,192 feet (+/-). Then, the boundary continues northward until it intersects with Winder Highway. The boundary proceeds westward along Winder Highway until it intersects with Dacula Road where it continues northward until the boundary ends at the Dacula Road and Broad Street intersection.



C. Consistency with the City’s Comprehensive Plan

Dacula’s 2050 Comprehensive Plan is a long-range planning document that provides guard rails for the City’s development in the coming years and decades, painting a complete picture of the City’s future vision. This Urban Redevelopment Plan conforms to and incorporates the components of the Comprehensive Plan, ratified on February 1, 2024, to facilitate compliance with the City's vision.

The Comprehensive Plan outlines the need to identify physical boundaries for a “downtown” and provide recreational opportunities, encourage mixed-use facilities, and revitalize distressed/vacant properties along 2nd Avenue and Winder Highway. The Comprehensive Plan survey details that the lack of clearly identifiable City boundaries is felt by more than 40% of residents.

The Urban Redevelopment Area categories are designated as within the Dacula Downtown character area. The recommended strategies for the Downtown Dacula character area state that proposed projects aim for higher density, increased connectivity, modal options, and should balance land use to provide housing and employment opportunities through the creation of incentives for developers to integrate said objectives. This Urban Redevelopment Plan seeks to execute the Dacula Downtown character area objectives through the Comprehensive Plan land use strategies such as reviewing and updating zoning/development codes to create an architectural character and more pronounced Dacula Downtown identity.

D. Property Acquisition, Disposition, and Relocation

Any property acquired by the City will be actively developed according to the City’s comprehensive land use plan and as outlined in this Urban Redevelopment Plan. Said property would be rehabilitated, conserved, redeveloped, or a combination thereof, as necessary in the interest of the public health, safety, morals, or welfare of the residents of the City. Blighted structures could be demolished or rehabilitated and the land could be developed to facilitate revitalization for the community. This Urban Development Plan conforms with the City's current zoning resolution, comprehensive plan goals, and relevant building codes. Any exceptions will be subject to approval by the City Council. If occupied properties are publicly acquired and resident relocation is necessary, relocation assistance will be provided in accordance with federal and state law.

E. The Urban Redevelopment Project

The Urban Redevelopment Project includes the rehabilitation, conservation, and/or redevelopment of the redevelopment area by engaging in public and private improvements. Said improvements focus on using undeveloped property owned by the City of Dacula and the redevelopment of blighted property within the Urban Redevelopment Area. The Urban Redevelopment Project will provide needed community green space, commercial resources, and

municipal services for a city core project at the McMillan and Harbins Road intersection, consisting of approximately eleven acres that the City purchased in 2021 to revitalize blighted areas (the “City Core Property”). Additional properties may be acquired and structures may be relocated or demolished to facilitate proposed projects as necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.

The City will form the Urban Redevelopment Agency of Dacula, Georgia (URA) to facilitate the execution of the Urban Redevelopment Project after the Urban Redevelopment Plan’s approval. The following are proposed improvements included in the Urban Redevelopment Project. The City will consider multiple funding sources to fit particular project needs. No particular funding source for any improvement described below has been secured and the timing of each such improvement has not been determined.

- 1. *Municipal Complex:*** Dacula City Hall on Harbins Road was completed in 1999 and an addition was completed in 2015. The facility houses the Human Resources Department, Planning and Development Department, Marshal’s Office, and Finance Department. City Hall’s council chamber serves as its planning commission chamber, municipal court, indoor public event space, and conference room. The City of Dacula has outgrown this existing City Hall and accordingly intends to build a new Municipal Complex on a portion of the City Core Property. The new Municipal Complex will allow the City to meet the increasing demand for City services and engage with its residents in a modern and integrated space that will become the anchor for a new downtown civic core and will help to accelerate redevelopment of the area.
- 2. *Entertainment Venue:*** The City intends to use a portion of the City Core Property to construct an entertainment venue as a complement to the Municipal Complex and related public and private improvements. More than 50% of Comprehensive Plan Survey respondents state that green space is a priority for future developments within the City. The entertainment venue could include an amphitheater, multifunctional community green space and public restrooms. The versatile green space could host community events, serve as additional space for the amphitheater, and be a central public area for the community to gather. The site’s proximity to Maple Creek Park and the proposed

Municipal Complex makes it the ideal location for outdoor entertainment, fairs, festivals, and other civic and cultural events.

3. ***Downtown Parking Deck:*** The City intends to construct a central parking deck on a portion of the City Core Property for the new downtown civic core. The proposed parking deck will provide on-site parking for residents and visitors wishing to access the new Municipal Complex, attend events at the proposed amphitheater, or use the complex's commercial storefronts. The parking deck will reduce the land allocated for parking needs and allow additional land uses such as commercial, office, and civic for the community to utilize.
4. ***Sanjo Street Office Front:*** The City intends to encourage the development of two-story office buildings or similar uses along Sanjo Street and McMillan Road within the City Core Property. Local business locations would provide nearby employment opportunities for Dacula residents and provide local access to services. The centralized location of the businesses could encourage foot-traffic and create demand for localized transportation modes.
5. ***Harbins Road Multi-story Retail:*** The City intends to encourage the development of commercial storefronts along Harbins Road within the City Core Property, directly across from the existing City Hall. Local retail shops and restaurants would help facilitate the creation of a town center development pattern supported by the moderate-density housing in Dacula Village to the north of Sanjo Street. Commercial storefronts and restaurants in close proximity with existing residential and an entertainment venue could attract residents and visitors to a walkable communal area. Based on the topography, two to three-story retail buildings would be well suited for the area to bridge the elevation difference from Harbins Road to the interior of the site.
6. ***Residential Infill Development*** The streets within the Historic Dacula Village and the 2nd Avenue Districts are some of the most historic in Dacula. Some of the properties need extensive repairs, rehabilitation, or redevelopment. Dacula Village is poised to develop into a livable, walkable downtown residential core that helps support the surrounding future mixed-use and commercial developments; however, the City's current zoning ordinances are not conducive to infill development. The primary barriers to infill

development are setback requirements, lot sizes, and sewer availability, which make it unrealistic for developers to redevelop blighted properties.

With the addition of sewer access along Harbins Road, Winder Highway and Maxey Street, the City has the infrastructure to potentially support a higher-density core. The URA is in a position to advise the City Council and staff to discuss potential amendments to the City's zoning resolution to make infill development legally and financially feasible for developers. A new zoning district or overlay that is specific to the downtown core, would provide the City with the opportunity to invest in financially sustainable and productive developments. As road infrastructure projects become harder to fund, and traffic increases, it is in the best interest of the City to diversify the types of developments within its limits. Facilitating the creation of a downtown core will preserve dwindling forests and large historic lots, yield more property taxes per acre, and reduce the time residents must spend in cars to access resources.

7. **City Monument Signs:** To better create a sense of place in Dacula, the City intends to construct City Monument Signs to delineate municipal boundaries and the City core. More than 40% of respondents to the Comprehensive Plan survey stated that they did not have a definite sense of where Dacula begins and ends. The signs would provide markers to enhance awareness of the City's boundaries.
8. **Place-Making Projects:** The URA will be tasked to work with the City Council, staff, and community members to select placemaking projects to create a greater sense of connection residents have with their built environment. Residents have a prolific history of honoring veterans and maintaining a public space for such purpose. Monuments and other built structures could be installed to continue the City's tradition of honoring service members in a dedicated "Veterans Park." Additional project concepts include community information boards, stones painted by residents in parks, a brick map of Dacula in a town square, murals and other public works of art, painted or decorative trash receptacles, and/or colorful crosswalks within the Urban Redevelopment Area.
9. **Urban Redevelopment Area Connectivity:** The Urban Redevelopment Area is poised to become a communally functional, financially productive, and civically engaging area within the City. In light of the consistently heavy traffic along Harbins Road and the lack

of transportation alternatives to automobile travel within the City, the URA will be tasked with pursuing complete streets within its boundaries via pedestrian pathways, bike lanes, and physical traffic calming devices as appropriate. The aforementioned tools will connect the currently isolated areas within the Urban Redevelopment Area and connect the City to the proposed Piedmont Pathway outlined within the Gwinnett Trails plan.

F. Ownership of Urban Redevelopment Project

The URA will be the initial owner of certain public facilities included in the Urban Redevelopment Project, including the new Municipal Complex, Entertainment Venue, and parking Deck, and will convey these facilities to the City after the completion.

G. Public Infrastructure Needs to Support Redevelopment

To support redevelopment of the area, the following public infrastructure should be provided and/or upgraded: transportation, electric, water, sewer, sidewalks, lighting, streetscapes, and public recreational space. The City's Capital Improvement Plan has identified and prioritized projects that should be addressed.

H. Zoning and Land Use

This Urban Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Redevelopment Area by private enterprise. The Urban Redevelopment Project will not initially require any zoning changes and will be accomplished in accordance with City's zoning ordinances, as applicable, unless exceptions are made in accordance with the law and the Comprehensive Plan as a component of the Urban Redevelopment Project. This Urban Redevelopment Plan conforms to the general plan of the City as a whole. The Urban Redevelopment Project will constitute an appropriate land use.

I. Conclusion

The redevelopment of the City of Dacula presents the opportunity to proactively and intentionally redevelop some of the most historied streets in Dacula. This Urban Redevelopment Plan was created for the purpose of aiding in the proactive redevelopment of the City in the Urban Redevelopment Area by identifying public and private improvements that will promote

these goals for the benefit and welfare of the residents of the City and transform and extend Dacula's historic downtown.

AN ORDINANCE BY MAYOR AND COUNCIL OF THE CITY OF DACULA, GEORGIA, ESTABLISHING A MORATORIUM ON REZONING, SPECIAL USE PERMIT AND VARIANCE APPLICATIONS, BUILDING PERMIT APPLICATIONS; SUBDIVISION CONCEPT PLAN SUBMITTALS; AND LAND DISTURBANCE PERMIT APPLICATIONS FOR PROPERTY WITHIN THE URBAN REDEVELOPMENT AREA IDENTIFIED AND DESCRIBED IN THE URBAN REDEVELOPMENT PLAN; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN ADOPTION DATE AND EFFECTIVE DATE; TO PROVIDE A PENALTY; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Dacula, Georgia (hereinafter, the “City”), is the Mayor and City Council thereof;

WHEREAS, the City has been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the City; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where circumstances warrant the same, *see, City of Roswell v. Outdoor Systems, Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001); *Lawson v. Macon*, 214 Ga. 278, 104 S.E.2d 425 (1958); *Taylor v. Shetzen*, 212 Ga. 101, 90 S.E.2d 572 (1955); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on a short term or emergency basis; and

WHEREAS, the Georgia Supreme Court, in *DeKalb County v. Townsend Associates*, 243 Ga. 80, 252 S.E.2d 498 (1979), held that, "To justify a moratorium, it must appear first, that the

interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The City has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, Gwinnett County recently announced the creation of a new employment center known as "Rowen" in unincorporated Gwinnett County adjacent to and near the City limits; and

WHEREAS, the Rowen project is expected to generate large scale infrastructure improvements in the areas near and inside the City; and

WHEREAS, the Mayor and Council have, as a part of planning, zoning and growth management, been in review of the City's Comprehensive Plan, Zoning Ordinances, and Development Regulations, and have been studying the City's best estimates and projections of the types of development which could be anticipated within the City; and

WHEREAS, the Mayor and Council have developed a comprehensive plan which integrates all of these concerns and therefore considers this moratorium a proper exercise of its police powers; and

WHEREAS, the City has drafted an Urban Redevelopment Plan in accordance with the provisions of Chapter 61 of Title 36 of the Official Code of Georgia Annotated, entitled the "Urban Redevelopment Law," as amended (the "Urban Redevelopment Law") and identified a potential Urban Redevelopment Area to enhance the livability, walkability, economic opportunity, sense of community, and overall vitality of the City's historic and future downtown core in response to the issues and circumstances described above;

WHEREAS, the Mayor and Council therefore consider it paramount that land use

regulation in the Urban Redevelopment Area continue in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the City in the core area identified in the Urban Redevelopment Plan. The Mayor and Council have always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on City streets, security of the public from crime and other dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the City including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Mayor and Council that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the City "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled." *Kelo v. City of New London*, 545 U.S. 469, 125 S. Ct. 2655 (2005); *Berman v. Parker*, 348 U.S. 26, 75 S. Ct. 98 (1954). It is also the opinion of the City that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the City, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the City; and

WHEREAS, the Mayor and Council are, and have been interested in, developing a cohesive and coherent policy regarding land uses within the boundaries of the Urban Redevelopment Area, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the City as a whole and coordinating that policy with neighboring jurisdictions.

NOW THEREFORE, be it, and it is hereby ordained by the Mayor and Council of the City of Dacula:

SECTION I.
FINDINGS OF FACT

The Mayor and Council of the City of Dacula hereby make the following findings of fact:

(1) Recently, Gwinnett County has announced plans for a large planned growth development known as “Rowen” to serve as an employment center adjacent to the City. The Rowen project is expected to bring large scale infrastructure improvements including roads, water, sanitary sewer, and other utilities in and around the City. Two major road construction projects at Highway 316 and Highway 8/Atlanta Highway are progressing toward completion. The City has drafted an Urban Redevelopment Plan and identified an Urban Redevelopment Area described on Exhibit “A” attached hereto as a core area for future development within the City. As a result of all of these circumstances, the City has received a number of inquiries regarding various uses and potential rezoning’s in and near the City.

(2) It appears that the City’s Code of Ordinances, Development Regulations, and Zoning Ordinances warrant and require additional review by the City as they relate to uses within the Urban Redevelopment Area;

(3) Substantial disorder, detriment and irreparable harm would result to the citizens, the businesses and the City if the current land use regulation framework in and for the above described Urban Redevelopment Area were to be utilized by property owners prior to a more thorough review;

(4) The City's ongoing revision of its Code of Ordinances, Development Regulations, and Zoning Ordinances requires that a limited cessation of rezoning, special use permit and variance applications; subdivision concept plan submittals; building permit applications and land disturbance applications for properties within the Urban Redevelopment Area be enacted;

(5) It is necessary and in the public interest to delay, for a limited and reasonable period of time, the processing of any applications for such rezonings, special use permits, variances, building permit applications, concept plan submittals, land disturbance and developments within the Urban Redevelopment Area, to ensure that the design, development and location of the same are consistent with the long-term planning objectives of the City; and

(6) Limited moratoria are reasonable and do not constitute a burdensome regulation on land use when such moratoria are applied throughout the City, *see City of Roswell v. Outdoor Systems Inc.*, 274 Ga. 130, 549 S.E.2d 90 (2001).

SECTION II.

IMPOSITION OF MORATORIUM

(1) There is hereby imposed a moratorium on the acceptance by the staff of the City of Dacula of rezoning applications; special use permit applications; variance applications; building permit applications; subdivision concept plan submittals; land disturbance permit applications; and development permit applications for properties within the Urban Redevelopment Area described in Exhibit “A” attached hereto and incorporated herein by reference;

(2) The duration of this moratorium shall be until the City of Dacula adopts a revision of the City’s Zoning Ordinance, Development Regulations and other ordinances related to uses within the Urban Redevelopment Area or until the expiration of one- hundred eighty (180) days from enactment, whichever first occurs;

(3) This moratorium shall be effective as of the date of adoption of this Ordinance;

(4) This moratorium shall have no effect upon approvals or permits previously issued or as to development plans previously approved by the City. The provisions of this Ordinance shall not affect the issuance of permits or site plan reviews that have received preliminary or final

approval by the City on or before the effective date of this Ordinance. The provisions of this Ordinance shall not apply to permit applications for repairs or remodeling of the interior of existing structures which do not change the existing land use or to permits for fences, decks or accessory structures.

(5) As of the effective date of this Ordinance, no applications for development or permits for the above described use may be accepted by any agent, employee or officer of the City with respect to any property in the City of Dacula, and any permit so accepted for filing will be deemed in error, null and void, and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable;

(6) The following procedures shall be put in place immediately. In *Cannon v. Clayton County*, 255 Ga. 63, 335 S.E.2d 294 (1985); *Meeks v. City of Buford*, 275 Ga. 585, 571 S.E.2d 369 (2002); *City of Duluth v. Riverbrooke Props.*, 233 Ga. App. 46, 502 S.E.2d 806 (1998), the Supreme Court held: "Where a landowner makes a substantial change in position by expenditures and reliance on the probability of the issuance of a building permit, based upon an existing zoning ordinance and the assurances of zoning officials, he acquires vested rights and is entitled to have the permit issued despite a change in the zoning ordinance which would otherwise preclude the issuance of a permit." Pursuant to these judicial decisions, the City of Dacula recognizes that, unknown to the City, de facto vesting may have occurred. The following procedures are established to provide exemptions from the moratorium where vesting has occurred:

A written application, including verified supporting data, documents and facts, may be made requesting a review by the Mayor and Council at a scheduled meeting of any facts or circumstances which the applicant feels substantiates a claim for vesting and the grant of an exemption.

SECTION III.

EXEMPTION

(1) During the term of this moratorium, any person may file an application for exemption from this moratorium related to residential uses with the Mayor and Council. The Mayor and Council may grant such exemption where the proposed use is deemed to be in conformity with the proposed amended Development Regulations, proposed amended Zoning Ordinance and/or the Comprehensive Plan that are to be considered during the term of this moratorium. The Mayor and Council shall consider the general terms of the proposed development, the proposed use, the proposed development plans, the benefits of the proposed development to the City, and the Comprehensive Plan for the City in deciding upon a requested exemption.

(2) Should the Mayor and Council grant such exemption, the staff of the City of Dacula may accept site plans, development plans, rezoning requests, and applications for building permits subject to any conditions or limitations adopted by the Mayor and Council. However, the grant of an exemption from this moratorium in no way confers any rights upon the applicant or the exempted plans, applications or requests.

(3) Any exemption granted by the Mayor and Council shall not constitute final approval of such plans or requests by the City. Any granted exemption shall merely grant the City staff the ability to accept and process the subject application in accordance with all City laws.

SECTION IV.

(1) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(2) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(3) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION V.

All Ordinances or parts of Ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION VI.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SO ORDAINED this ____ day of April, 2024.

AYES: ____

NAYES: ____

CITY OF DACULA, GEORGIA

Hugh D. King, III, Mayor

ATTEST:

Brittni Nix, City Clerk

Exhibit "A"

Urban Redevelopment Area

The boundary of the Urban Redevelopment Area begins at the southeast corner of Dacula Road at Broad Street intersection, follows southward until the Winder Highway and Broad Street intersection. Boundary continues westward along Winder Highway for 680 feet (+/-) and then continues southward. The boundary includes properties along McMillan Road until the McMillan Road and Harbins Road intersection. The boundary follows Harbins Road, includes Dacula City Hall, and continues until the Tanner Road intersection. The boundary continues northeast along Tanner Road for 235 feet (+/-) and then continues northward until it intersects with Freemans Mill Road. The boundary continues eastward along Freemans Mill Road for 1,192 feet (+/-). Then, the boundary continues northward until it intersects with Winder Highway. The boundary proceeds westward along Winder Highway until it intersects with Dacula Road where it continues northward until the boundary ends at the Dacula Road and Broad Street intersection.



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: March 21, 2024
SUBJECT: Design proposal for Wilson Street parking

The City of Dacula staff requested a proposal from Bowman Consulting Group Ltd. to design and bid the construction of a gravel parking lot (approximately 35 parking spaces) as part of an extension to Olde Mill Park. The Park extension would beautify downtown and increase customer/visitor vehicular access to local businesses and existing Olde Mill Park. The provided proposal includes creating construction documents, bid management, and construction administration for \$26,000.

The Wilbanks Endowment Funds would be utilized to fund the project. Staff requests approving Bowman's proposal in the amount of \$26,000 for the stated services as provided.



January 22, 2024

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

RE: Job #22-0109
Wilson Street Temporary Parking Lot Project

Dear Mayor & Council:

Bowman Consulting Group (Bowman) is pleased to offer this Proposal/Agreement for Engineering Services for Wilson Street Parking Temporary Lot Project. Bowman will provide Civil Engineering Design Services for the City of Dacula in order to design, prepare construction drawings, Bid Documents, and specifications for the parking lot project as described in the project referenced above.

Following discussion with City Staff we have prepared the following Scope of Services.

I. Design Phase \$ 10,000.00

Bowman will design and prepare Construction Drawings and Specifications for Wilson Street Temporary Parking Lot Project which includes:

- A. Demolition Plan.
- B. Site Layout Plan.
- C. Grading & Drainage Plan.
- D. Storm Drainage Profiles and Hydrology Calculations, if required.
- E. Soil & Erosion Control Plans & Details.
- F. Construction Details.
- G. Specifications.

II. Bid Phase \$ 8,000.00

Bowman will prepare Bid Phase Documents and send to City, Advertisers, and Bidders for bidding the project out for construction. These services include:

- A. Prepare Contract Bid Documents.
- B. Send Drawings and Documents out to prospective bidders.
- C. Prepare advertisement for Bid and send to appropriate advertisers.
- D. Respond to Request for Information during the bid phase.
- E. Prepare addenda as required.
- F. Attend Bid Opening as the Owners Representative.

- G. Evaluate Bids.
- H. Award the Contract.

III. Construction Administration Phase..... \$ 8,000.00

Bowman will provide construction administration services throughout construction of the project to ensure that the project is being constructed per the contract documents. These services include:

- A. Daily/Weekly Site Visits as needed.
- B. Coordinate with Contractor on construction and/or questions.
- C. Review and respond to RFI's and/or Change Orders, as required.
- D. Review storm drainage and other submittals, as required.
- E. Review and approve Pay Applications.
- F. Coordinate Project Closeout. Prepare closeout documents and coordinate with Contractor to complete required items.

The Scope of Services of this Proposal/Agreement is limited to those items outlined above. Services of any nature beyond those outlined above shall be performed as an Additional Service on an hourly fee basis per the attached fee schedule, plus reimbursable expenses at cost plus 15%. Invoices are due and payable within thirty days from date of invoice. Bowman Standard Terms and Conditions are attached herewith and become part of this Contract.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office. Upon your acceptance, this document shall serve as our Agreement for Basic Services and our Notice to Proceed. We appreciate the opportunity to serve you again and look forward to working with you. If you have questions or require additional information, please call. We are at your service.

Sincerely,

Bowman Consulting Group

Kevin D. Whigham, PE
Civil Engineering, Team Lead

KDW/mrf

P: 23-1004/Admin/23-1004 Wilson Street Temp Parking Lot - Engineering Proposal 01-22-2024

Accepted and Approved By: _____ **Date:** _____

Print Name: _____



MEMO

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, City Administrator
DATE: March 22, 2024
SUBJECT: Design proposal for McMillan Road improvement project

The City of Dacula staff requested a proposal from Bowman Consulting Group Ltd. to design and bid the McMillan Road Paving, Drainage, and Sidewalk Improvement Project. The provided proposal includes preparing grant application documents, creating construction documents, intersection design, bid management, and construction administration for \$48,000.

The improvement project includes 6” deep patch milling sections of asphalt failures, standard 2 1/2” asphalt milling, asphalt repaving, restriping, sidewalk, curb ramp and guardrail replacement, stormwater improvements, and redesigning the McMillan Road at Stanley Road/Church Street intersection. The listed corrections would serve to bridge insufficient subsurface soil conditions while correcting failures in the existing roadway.

The City was awarded \$525,175.68 of Community Development Block Grant (CDBG) funding for the subject project. Staff anticipates applying for the Local Road Assistance (LRA) Grant, totaling \$102,084.11, to increase funding sources for the project.

Staff requests approving Bowman’s proposal in the amount of \$48,000 for the stated services as provided.



Bowman

March 22, 2024

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

RE: 22-0217_2023 CDBG/LRA & McMillan Road Paving, Drainage, and Sidewalk Improvements

Dear Mayor & Council:

Bowman Consulting Group (*Bowman*) is pleased to offer this Proposal/Agreement to prepare documents for the Local Road Assistance (LRA) Grant, Engineering, Bid, and Construction Administration Services for the McMillan Road Paving, Drainage, and Sidewalk Improvements Project. Bowman will provide LRA grant assistance with documents, CDBG grant construction assistance, civil engineering design services; prepare construction drawings; prepare bid documents and specifications; coordinate and handle bid phase; and provide construction administration services to the City of Dacula in order to complete the construction improvements for the subdivision as described in the project referenced above.

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

I. 2024 LRA Grant Document Assistance Phase\$ 2,000.00

Bowman will prepare 2024 LRA Grant Documents, scope or work, sketches, and other required information for the McMillan Road Paving, Drainage, and Sidewalk Improvements Project. Bowman will provide documents to the City and assist as needed for submitting application to Georgia Department of transportation.

II. Conceptual Design Phase\$ 2,500.00

Bowman will provide conceptual design and coordinate with City for an acceptable solution to redesign the intersection of McMillan Road, Church Street, and Stanley Road intersection to resolve vehicular traffic issues with turning movements, stop signs, and crosswalks. Conceptual Drawings will include up to two separate solutions:

A. Concept Plan

III. Design Phase\$ 18,500.00

Bowman will design and prepare Construction Drawings and Specifications for paving, drainage, and sidewalk improvements for McMillan Road. Construction Drawings will include:

- A. Demolition Plan
- B. Site Layout Plan.
- C. Asphalt Coring Plan locations and results. Coordination with Geo-Tech Consultant as required.
- D. Soil & Erosion Control Plans & Details.
- E. Construction Details.
- F. Specifications.
- G. Prepare/Revise/Update Opinion of Probable Cost of Construction (OPCC) per design phase.

Bowman will walk and mark all areas with City Staff to identify deep patch milling and repaving areas; curb & gutter replacement; driveway replacement; sidewalk replacement; and storm catch basin top and/or structure replacement as part of the scope of work. Bowman will mark all deep patch areas and replacement items with paint in order for Contractor's to bid the project. Bowman will also provide follow up visits to remark areas as required up to construction phase and award of contract.

IV. Bid Phase\$ 10,000.00

- A. Prepare Contract Bid Documents.
- B. Advertise for Bid.
- C. Coordinate, attend, and direct Pre-Bid Meeting at City.
- D. Respond to Request for Information and other questions during the bid phase.
- E. Prepare addenda and send out to bidders.
- F. Coordinate, attend, and direct Bid Opening at City as the Owners Representative.
- G. Evaluate Bids, prepare bid opening worksheet, prepare letter of recommendation.
- H. Award the Contract.
 - I. Coordinate, attend, and direct Pre-Construction Meeting at City for contract signing along with other required bid documents.
 - J. Meet with CDBG/LRA personnel as required.

V. Construction Administration Phase\$ 15,000.00

- A. Weekly Site Visits.
- B. Attend and Coordinate Meetings on-site with Contractor and/or City.
- C. Review, comment, and approve Pay Applications as submitted by the Contractor. Send to City for final approval and payment.
- D. Prepare Site Reports, if required.
- E. Review Paving and Concrete Mix submittals, Shop Drawings, RFIs, etc.
- F. Review, comment, and approve Change Orders as submitted by the Contractor. Coordinate with City for approval prior to Contractor proceeding with work. Meet on-site as required with Contractor and City to discuss and provide direction to Contractor.
- G. Photograph and document construction progress weekly for City records.
- H. Prepare Final Punchlist Report and coordinate with Contractor.
- I. Coordinate, prepare, and review Closeout Documents and Final Pay Applications from Contractor at end of project.

The Scope of Services of this Proposal/Agreement is limited to those items outlined above. Services of any nature beyond those outlined above shall be performed as an Additional Service on an hourly fee

City of Dacula
March 22, 2024
Page 3 of 2

basis per the attached fee schedule, plus reimbursable expenses at cost plus 10%. Invoices are due and payable within thirty days from date of invoice. Bowman’s Standard Terms and Conditions are attached herewith and become part of this Contract.

If this proposal is acceptable, please sign in the space provided below and return a copy to our office. Upon your acceptance, this document shall serve as our Agreement for Basic Services and our Notice to Proceed. We appreciate the opportunity to serve you again and look forward to working with you. If you have questions or require additional information, please call. We are at your service.

Sincerely,

Bowman Consulting Group



Kevin D. Whigham, P.E., M.ASCE
Team Lead – Civil Engineering

KDW/mrf

P: 22-0217/Admin/22-0217_2024 CDBG-LRA Grant & Engineering Proposal 03-22-2024

Accepted and Approved By: _____ **Date:** _____

Print Name: _____



MEMO

TO: Mayor and City Council of the City of Dacula
 FROM: Brittni Nix, City Administrator
 DATE: March 21, 2024
 SUBJECT: Bid results for Whisper Way Storm Drainage Improvements

The City requested bids for the approved Whisper Way Storm Drainage Improvements Project located within the Whisper Way cul-des-sac (350-365 Whisper Way). The project will upgrade the existing storm pipe, and replace (1) double wing catch basing and (2) headwalls. All disturbed areas will be sodded as needed.

The bid results are below:

Civil Construction & Utilities, LLC - \$149,781.50

Vertical Earth, Inc. \$161,227.87

Tri Scapes, Inc. - \$182,844.63

Allied Paving Contractors, Inc. - \$186,775.00

Blount Construction Company, Inc. - \$197,563.48

Dirt Work Grading & Construction, Inc. - \$218,418.00

Ranger Environmental Services - \$223,000.00

Zaveri Enterprises, Inc. - \$254,000.00

Site Engineering, Inc. - \$323,150.00

The lowest qualified bid was \$149,781.50 from Civil Construction & Utilities, LLC. The bids received exceeded the opinion of probable construction cost (OPCC) of \$106,350.88 dated January 22, 2024. This is due to contractor demand in the construction industry and the small size of the project. Staff recommends awarding the bid to Civil Construction & Utilities, LLC at \$149,781.50, 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

March 20, 2024

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

RE: Bid Evaluation & Recommendation
 Whisper Way Storm Drainage Improvements Project

Dear Mayor & Council,

We have reviewed the bids which were submitted to the City of Dacula on March 14, 2024 for the "Whisper Way Storm Drainage Improvements 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
** Civil Construction & Utilities, LLC.	X	X	\$ 149,781.50
Allied Paving Contractors, Inc.	X	X	\$ 186,775.00
Blount Construction Company, Inc.	X	X	\$ 197,563.48
Dirt Work Grading & Construction, Inc.	X	X	\$ 218,418.00
Ranger Environmental Services	X	X	\$ 223,000.00
Site Engineering, Inc.	X	X	\$323,150.00
Tri Scapes, Inc.	X	X	\$ 182,844.63
Zaveri Enterprises, Inc.		X	\$ 254,000.00
Vertical Earth, Inc.	X	X	\$ 161,227.87

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

***Apparent Low Bidder*

City of Dacula
Whisper Way Storm Drainage Improvements Project
Page 2 of 2

Based on our evaluation of the bids outlined above, we recommend that the City of Dacula issue a "Letter of Intent" stating that the "Whisper Way Storm Drainage Improvements Project" be awarded to Civil Construction & Utilities, LLC. with a Total Bid in the amount of **One Hundred Forty-Nine Thousand, Seven Hundred Eighty-One and 50/100 Dollars (\$149,781.50)** with said amounts determined as representing the lowest, responsive, responsible bid for the Work as illustrated by the Specifications and Drawings entitled "Whisper Way Storm Drainage Improvements Project" prepared by Bowman Consulting Group and dated January 22, 2024.

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.
Director of Engineering
KDW/mrf

(P: 2023/1014/Bid/Low Bid Documents/Letter of Recommendation

City of Dacula			
Job # 23-1014			
Whisper Way Storm Drainage Improvements			
March 14, 2024 @ 2:30pm			
Bid Submitted By:	Addenda #1 Attached	Bid Bond Attached	Base Bid
Allied PAVING CONTRACTORS, INC.	✓	✓	\$ 186,775. ⁰⁰
BLOUNT CONSTRUCTION COMPANY, INC.	✓	✓	\$ 197,563. ^{48/100}
Civil CONSTRUCTION & Utilities, LLC	✓	✓	\$ 149,781.50
DIRT WORK GRADING & CONSTRUCTION, INC.	✓	✓	\$ 218,418.00
RANGER ENVIRONMENTAL SERVICES	✓	✓	\$ 223,000.00
SITE ENGINEERING, INC	✓	✓	\$ 323,150.00
Tri SCAPES, INC.	✓	✓	\$ 182,844.63
Zaveri ENTERPRISES, INC.		✓	\$ 254,000.00
VERTICAL EARTH, INC.	✓	✓	\$ 161,227.87
Sealed Bids opened & reviewed by: Kevin D. Whigham, P.E., M.ASCE			
Recorded Bids by: Brittni Nix			



MARSHAL'S OFFICE

TO: Mayor and City Council of the City of Dacula
FROM: Amy White, Chief Marshal
DATE: March 25, 2024
SUBJECT: GCIC Software Contract

During the past year I have been researching and comparing multiple different providers to replace the City's current software company for GCIC (Georgia Crime Information Center) services.

The current software provider has not followed through on the expansion of services and capabilities promised 3 years ago. In addition, the software provider was purchased in the past year by a new company and is listed for sale again.

Staff has determined that PTS Solutions, Inc. would be the best fit for our needs at the best price. Completing the contracts now would allow the necessary installation, training, and interfaces to be completed to go live at the end of the year as we conclude our contract with ALENS.

Staff requests authorization to enter into a service agreement with PTS Solutions, Inc.





**SUBSCRIPTION FOR SERVICES AGREEMENT # 202407
DACULA (GA) MARSHAL'S OFFICE**

This Subscription for Services Agreement (“SFS”) is between PTS Solutions, Inc. (“PTS”) and **Dacula Marshal’s Office, 442 Harbins Road, Dacula, GA 30019** (“Client”). Upon signing, Client agrees to subscribe to the PTS software and services listed in the deliverables section for the subscription term noted below. Client also agrees to purchase on its own, any hardware and services not listed that are required to operate the subscription for services. Contact information for accounting purposes will be: Marshal Amy White, amy.white@daculaga.gov, 770-963-7451.

INITIAL SUBSCRIPTION TERM: Unless otherwise noted, this agreement is for a five-year subscription term.

ANNUAL SUBSCRIPTION FEE: The initial annual subscription fee is listed in the deliverables. The initial annual subscription fee will increase by 2% each year to reflect average inflation rate.

AUTHORIZED USE: Upon signing, PTS is granting Client a non-exclusive subscription to use the executable form of the PTS software listed in the deliverables. The Client agrees that the number of users will not exceed the number of users detailed in the SFS deliverables. Each user must have a unique username and password. In the event an audit identifies that Client’s number of users exceeds those allowed for in this SFS, Client will be required to pay the additional subscriptions fees and pay any reinstatement fees.

Client is not authorized to sub-license the subscription or make the subscription or software available to any third party, in whole or in part. Client may not reverse engineer, de-compile, or disassemble the software. Client is not authorized to modify, adapt, tamper with, translate, or create derivative works of the software or combine or merge any part of the software with or into any other software.

ANNUAL SUBSCRIPTION FEES: Annual subscription fees are to be paid at the beginning of each service year for the items listed in the deliverables. Unless otherwise noted, the “Service Year Anniversary” will be the date this agreement is signed by both parties. Client agrees to pay all invoices to within 30 days of the invoice date unless otherwise provided in this document. Services such as third-party interfaces, hardware, data conversions, etc. are not part of the subscription unless specifically listed as a deliverable.

~~RENEWAL: This Subscription for Services Agreement shall automatically renew after the initial Subscription Term on the Service Year Anniversary for successive one-year periods (the “Renewal Term”) at the subscription prices current at the time of renewal, unless either party notifies the other in writing thirty days prior to the end of the Initial Subscription Term or Renewal Term, as applicable.~~

TERMINATION: PTS may terminate this Agreement upon written notice for any breach of the terms of this agreement or any other existing agreement between the parties. Upon termination, Client agrees to discontinue use of the PTS Software; remove the PTS Software from any device upon which it is installed; and destroy or return to PTS the Software and any archived copies of the Software and Service. Client shall have “read only” access to the data stored in the PTS databases for a period of 30 days after termination. Client can request and PTS will provide a copy of the Client’s data in a CSV format if requested to do so within 30 days of the termination of this agreement. PTS has no



**SUBSCRIPTION FOR SERVICES AGREEMENT # 202407
DACULA (GA) MARSHAL'S OFFICE**

Item 7.

obligation to continue to store a client's data after 30 days from termination if no data request has been made.

EARLY TERMINATION BY CLIENT: The client may terminate this Agreement upon 30 days written notice. ~~Early termination requires any payment due for the years remaining in the subscription term.~~

CRIME INFORMATION CENTER (CIC): If a CIC product is purchased from PTS (such as PTS Mobile NCIC), it is the client's responsibility to ensure that all state and federal requirements for security are met. The client will also be responsible for applying to the state and setting up the required connection. This includes getting Client personnel registered, trained, and approved as state/federal CIC users. PTS will assist where possible.

ADDITIONAL TERMS AND CONDITIONS: PTS retains all proprietary rights in and to all designs, engineering details, and other data pertaining to the Software and to all discoveries, inventions, patent rights, products and all other property rights arising out of work done by PTS.

Client agrees to take all reasonable steps to maintain in strict confidence and, except as provided herein, not to disclose, reproduce, disseminate, demonstrate, or copy any information propriety to PTS, including, but not limited to, software, code, materials, pricing, SFS, and specifications.

PTS warrants that the software will perform according to published PTS documentation. As PTS' sole liability and Client's sole remedy for any breach of this warranty, PTS shall use reasonable efforts to cause the Software to perform according to published documentation. The Client shall provide PTS reasonable time to make repairs. If PTS is unable to make the software perform to published PTS documentation, the Client may terminate the SFS upon 7 days written notice. Pre-paid implementation and subscription fees during period of use prior to the effective date of the termination will not be refunded. This includes but is not limited to services provided by PTS that may have been included in the initial subscription price (including but not limited to: training, travel, project management, data conversions, interface development, report creation, etc.). The warranties and remedies provided herein are Client's sole remedies for PTS liability of any kind (whether in contract, tort, or any other theory of law) arising in any way from the subscription granted in this SFS.

Except for the limited warranty detailed herein, the Software is provided "As Is" and PTS makes no representations or warranties, and PTS disclaims all representations, warranties, and conditions, oral or written, express or implied, arising from course of dealing, course of performance, or usage, including, without limitation, implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, or systems integration. Without limiting the foregoing, PTS makes no warranty, representation, or guarantee as to the Software's use or performance and does not guarantee as to the Software's use or performance and does not warrant, represent, or guarantee that the operation of the Software will be failsafe, uninterrupted, or free from errors or defects.

The Parties agree that in no event shall either party be liable for any special, incidental, third party, consequential, or other damages in any way related to loss of profit, revenue, downtime, software, data, or any other damages even if that party had been advised of the possibility of loss or damage.



**SUBSCRIPTION FOR SERVICES AGREEMENT # 202407
DACULA (GA) MARSHAL'S OFFICE**

Item 7.

The Parties agree to attempt to resolve any and all claims or disputes associated with this SFS through good faith settlement negotiations in a spirit of mutual cooperation. In the event negotiations fail, the Parties agree to participate in non-binding mediation prior to instituting any legal proceeding. The Parties agree to mutually select a mediator. The Parties agree to share all mediation costs on a 50/50 basis unless agreed to otherwise by all Parties in writing.

This agreement is only amendable by mutual written consent of both parties.

DELIVERABLES, PRICING, AND PAY SCHEDULE:

DESCRIPTION	USERS
PTS Software - Platinum Plus	
Mobile Responders	3
Records Management System (RMS) and RMS Field Reporting	2
Advanced Interface - CJT Court Software for Citations	1
DESCRIPTION	NOTES
Services	
Remote Training, Project Management, and Installation	Included
Annual Maintenance	
24x7x365, Included with Software	Included

SUBSCRIPTION FOR SERVICES FEE

Subscription Fee Due at Signing	\$19,000.00
Annual Subscription Fee Year 2	\$5,000.00

TERMS AND CONDITIONS

- This pricing is for a five-year subscription term and not a purchase. ~~Early cancellation fees will apply.~~
- The fee for subscribing for year 6 and after can be requested by client up to a year in advance for budgeting purposes.
- Beginning year 3, the Annual Subscription Fee will increase by 2% annually to reflect the average inflation rate.
- No hardware or network connection is provided.
- PTS will provide all state mandated reports, including the Georgia Misdemeanor citation.
- Subscription does not include maintenance or subscription fees on previously purchased products.

SIGNATURES

PTS Solutions, Inc.

Dacula Marshal's Office

Print Name

Print Name

Date

Date



MEMO

TO: Mayor and City Council of the City of Dacula

FROM: Stephen Mayer, Director of Finance

DATE: April 4, 2024

SUBJECT: Authorization to write off and discharge unpaid 2022 ad valorem tax bills under \$5.00

The City's 2022 ad valorem tax records contain accounts with balances that are less than \$5.00. City staff believe it is inefficient to attempt collections on accounts that have balances below said amount. State law expressly permits taxing authorities to write off and discharge unpaid taxes that are below \$5.00. Write-off and discharge authority rests with the Mayor and City Council. In an effort to be more efficient and cost effective in the tax collections process, staff recommends the City Council write off and discharge all 2022 ad valorem tax bills listed on Exhibit A.



**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA
TO WRITE OFF CERTAIN
DE MINIMIS UNPAID PROPERTY TAXES**

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

WHEREAS, certain unpaid taxes may remain in very small amounts; and

WHEREAS, it is inefficient for the City to attempt to collect amounts under \$5.00; and

WHEREAS, State law provides certain limits and rules for unpaid taxes in amounts less than \$5.00 (O.C.G.A. Sec. 48-3-21.1); and

WHEREAS, it is fair and in the best interest of the affected taxpayers and citizens of the City to write off certain amounts of unpaid taxes within the narrow limits allowed by State law; and

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

SECTION 1

Those taxpayers listed on Exhibit “A” who have unpaid balances of less than \$5.00 shall be discharged in the amounts due written off.

SECTION 2

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

SO RESOLVED, this ____ day of April, 2024 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittini Nix
City Administrator

Exhibit “A”**Unpaid balances Less than \$5.00**

Tax Year	Parcel ID	Constituent	Property Class	Unpaid Balance
2022	R5299 225	GDCI GA 1 LP	Real Property	2.31
2022	R5299 257	GDCI GA 1 LP	Real Property	0.20
2022	U138G	ZAYO GROUP LLC	Real Property	3.52
2022	R5301 283	1544 SKY VALLEY HOLDING LLC	Real Property	0.02
2022	R5311 480	ALMONT HOMES NE INC	Real Property	0.02
2022	B202039070	PINNACLE PROPANE EXPRESS, LLC	Personal Property	2.97
2022	M030526	FOWLER JEFFREY W	Personal Property	1.65
2022	B201614092	DACULA LOGISTIX LLC	Personal Property	0.45
2022	B202144539	WATERLOGIC USA INC	Personal Property	0.14
2022	B201404665	AFG ME DACULA LLC	Personal Property	0.30
2022	B202143878	PITA STREET FOOD SUWANEE LLC	Personal Property	0.76
2022	B403328	JLR TANNING, INC.	Personal Property	0.72
2022	B202250998	CORT BUSINESS SERVICES CORPORATION	Personal Property	0.07