



Mayor and City Council Regular Meeting
Thursday, January 04, 2024 at 7:00 PM
Dacula City Hall, Council Chambers
442 Harbins Rd. | P.O. Box 400 | Dacula, Georgia 30019 | (770) 963-7451

Agenda

CALL TO ORDER AND ROLL CALL OF MEMBERS:

INVOCATION:

PLEDGE OF ALLEGIANCE

OATHS OF OFFICE:

- [1.](#) Council Member Ann Mitchell
- [2.](#) Council Member Sean Williams

CONSENT AGENDA:

- [3.](#) Approval of the Minutes from the Regular Meeting on December 7, 2023
- [4.](#) Approval of the Minutes from the Budget Public Hearing of December 7, 2023
5. Appointment of Mr. Jack Wilson (175.00/hr.) for legal services
6. Appointment of Mr. Jack Wilson (175.00/hr.) as City Prosecutor
7. Appointment of Judge Bill Brogdon and Judge Jammie Taire (200.00/hr.) as City Magistrate(s)
- [8.](#) Ordinance to Amend Article XVII of the Code of Ordinances
- [9.](#) Proposal for engineering services
- [10.](#) Bid results for Brookton Place subdivision improvements
- [11.](#) Authorization to purchase pole mounted snowflake decorations
- [12.](#) Resolution regarding the abandonment and sale of certain vehicles, equipment, and other personal property

OLD BUSINESS:

- [13.](#) **Rezoning Application: 2023-CD-RZ-03;** Applicant: Archon Homes, Owner: Dacula Real Estate requests rezoning from MH Mobile Home Park District to R-TH Single Family Residence Townhouse District. The property is located in Land Lot 275 of the 5th District and contains 4.04 acres more or less. *(Public hearing was held on December 7, 2023)*
- [14.](#) Ordinance to amend Article III of the Zoning Resolution *(Public hearing was held on December 7, 2023)*

NEW BUSINESS:

15. Election of Mayor Pro Tem
16. Appointment of Planning Commission Members
17. City Council oversight appointments
18. Appointment of City Chaplain
- [19.](#) Storm water awareness presentation

STAFF COMMENTS:

MAYOR AND COUNCIL COMMENT(S):

PUBLIC COMMENTS:

EXECUTIVE SESSION: Personnel and real estate matters

ADJOURNMENT:

OFFICIAL OATH

STATE OF GEORGIA GWINNETT COUNTY

I, **Ann R. Mitchell** swear that I will duly faithfully perform all the duties required of me as a councilmember of the City of Dacula, according to the best of my ability and understanding, SO HELP ME GOD.

I do further solemnly swear and affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision of authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; that I am otherwise qualified to hold said office, according to the Constitution and Laws of Georgia, and that I will support the Constitution of the United States and of this State.

SO HELP ME GOD.

Sworn to and subscribed
Before me, this _____
day of _____, 20____

Council

Address

Phone Number

Notary Public

My Commission Expires: _____

(Seal)

OFFICIAL OATH

STATE OF GEORGIA GWINNETT COUNTY

I, Sean Williams swear that I will duly faithfully perform all the duties required of me as a councilmember of the City of Dacula, according to the best of my ability and understanding, SO HELP ME GOD.

I do further solemnly swear and affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision of authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; that I am otherwise qualified to hold said office, according to the Constitution and Laws of Georgia, and that I will support the Constitution of the United States and of this State.

SO HELP ME GOD.

Sworn to and subscribed
Before me, this _____
day of _____, 20____

Council

Address

Phone Number

Notary Public

My Commission Expires: _____

(Seal)

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

COUNCIL MEETING
MINUTES
December 7, 2023

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor King called the December 7, 2023 meeting to order at 7:01 p.m. and a roll call of the members was taken. A quorum was present.

City Council Present:

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

City Staff Present

Brittini Nix, City Administrator
Jack Wilson, City Attorney
Amy Morris, Director of Human Resources & Business Services
Dana Stump, Administrative Assistant for Planning & Zoning
Hayes Taylor, City Planner
Stephen Mayer, Director of Finance
Amy White, City Marshal
Greg Chapel, Chief Marshal
Jennifer Turner, Accounts Payable Clerk
Renee Cooke, Front Desk Clerk
Alethia Hyman, Tax Clerk

II. INVOCATION:

Pastor Mark Chandler gave invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor King led the Pledge of Allegiance.

IV. CONSENT AGENDA:

1. Approval of Minutes from the Regular Council Meeting on November 2, 2023
2. Adoption of the FY-2024 Proposal and Revised FY- 2023 Budget Adjustment
3. Certify 2023 General Election Results
4. A Resolution to Honor Greg Chapel & His Retirement
5. Amend the Personnel Management System to adopt Educational Assistance and Tuition Reimbursement

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

Mayor King thanked Marshal Greg Chapel for his service with the city. Mayor King presented Marshal Chapel with his retirement badge and a plaque for his years of service.

Marshal Chapel thanked the city for all they have done for the marshal's department. He then thanked Marshal Amy White and the rest of the employees in the office for assisting him.

V. OLD BUSINESS:

None

VI. NEW BUSINESS:

6. **PUBLIC HEARING: 2023-CD-RZ-03;** Applicant: Archon Homes, Owner: Dacula Real Estate requests rezoning from MH Mobile Home Park District to R-TH Single Family Residence Townhouse District. The property is located in Land Lot 275 of the 5th District and contains 4.04 acres more or less.

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

City Planner, Hayes Taylor presented the staff case report for the rezoning application. The applicant has requested rezoning from Mobile Home Park District to Single Family Residence Townhouse District for a 16-unit townhouse subdivision. Mr. Taylor stated staff recommended approval with the following twenty-one (21) conditions.

1. The property shall be developed in accordance with the conceptual site plan prepared by Archon Homes dated August 23, 2023 and with the provided zoning conditions. Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall

determine what constitutes substantial deviation.

2. The open space shall not be subdivided and shall be owned and maintained by a mandatory homeowners' association. The deed to the mandatory homeowners' association shall require that the open space be perpetually maintained.
3. The maximum number of dwelling units shall not exceed 4 buildings consisting of 16 units total.
4. The minimum heated floor area per dwelling unit shall be 1,800 square feet.
5. The front and side façades of all dwelling units shall consist of architectural treatments of brick, stone, or stucco with fiber cement siding for the remainder of the elevation. The remainder of the structures shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
6. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance.
7. Delineated street parking outside of travel lanes along the internal road must be provided by the developer.
8. Collection of solid waste, recycling, and recovered materials from the townhome development shall be arranged by an agreement with a franchised contractor.
9. The development shall include an amenity area with a park benches, and picnic tables. The benches and tables will be included in a walking trail, gathering space, or central green as approved by the City.
10. The development shall include a cabana, pavilion or shade provision alternative in the designated mail kiosk space as approved by the City.
11. All non-amenity grassed areas shall be sodded.
12. The amenity and stormwater maintenance areas may include lower maintenance grass alternatives such as Blue Star Creeper, Corsican Mint, Microclover, or Fescue as approved by the City Administrator.
13. 5-foot-wide sidewalks shall be constructed on both sides of the internal private drive.
14. 5-foot-wide sidewalks shall be constructed along the property frontage of Stanley Road, Shane Lane, and Jody Avenue.
15. The developer shall provide street trees along the external sidewalk, internal sidewalk and internal walkways at 25-foot increments on center. All trees should be 6 to 8 feet tall at the time of installation with a minimum DBH of 2.5 inches. Subject to review and approval by the City Administrator or their designee.

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

- a. Sweet Bay Magnolia
- b. Blood Good Japanese Maple
- c. Eastern Redbud
- d. Willow Oak
- e. Carolina Silverbell
- f. Nuttal Oak
- g. Shumard Oak
- h. White Oak
- i. Japanese Zelkova
- j. Red Maple
- k. North Red Oak

- 16. The developer will provide crosswalks at the stop signs of the internal private drive.
- 17. The developer shall submit the Final Plat to the City of Dacula prior to the issuance of any building permits.
- 18. Each townhome building shall have landscape features to include, but not necessarily limited to flowerbeds, landscape trees, evergreen understory plantings and the like. Subject to review and approval by the City Administrator or their designee.
- 19. Underground utilities shall be provided throughout the development.
- 20. Street light service feeds 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.

John Slaphey, 2160 Morning Side Drive, Suite 250, Buford, GA 300518 wants to table this for 30 days. The applicant has additional feasibilities and due diligence to complete.

Councilmember Mitchell asked if the developer had any idea of a way to help current residents transition into the new housing.

Mr. Slaphey stated that they will give them 60-day notice before they start. He also said they would gladly provide any assistance they could for the current residents.

Councilmember Mitchell asked Ms. Nix if this would be the first subdivision of its kind where we asked for third party sanitation.

Ms. Nix stated that our current sanitation ordinance requires that certain types of developments including townhome developments obtain a third party to provide sanitation services.

Comments in favor

None

Comments in opposition

None

Councilmember Spain motioned to close public hearing. Councilmember Mitchell seconded. Motion passed unanimously.

- 7. Rezoning Application: 2023-CD-RZ-03;** Applicant: Archon Homes, Owner: Dacula Real Estate requests rezoning from MH Mobile Home Park District to R-TH Single Family Residence Townhouse District. The property is located in Land Lot 275 of the 5th District and contains 4.04 acres more or less.

Councilmember Williams motioned to table until the January 4, 2024 Meeting. Councilmember Haynes, Jr. seconded. Motion passed unanimously.

- 8. PUBLIC HEARING: 2023-CD-COC-02,** Applicant: J&R, LLC, Owner: James Roy Greeson requests changes to 2022-CD-AA-01 and 2022-CD-RZ-02 condition(s). The property is located in Land Lot 277 of the 5th District and contains 4.52 acres more or less.

On November 14, 2023 the Planning and Development Department received a request to withdrawn the change of conditions application.

Comments in favor

None

Comments in opposition

None

- 9. Change of Conditions Application: 2023-CD-COC-02,** Applicant: J&R, LLC, Owner: James Roy Greeson requests changes to 2022-CD-AA-01 and 2022-CD-RZ-02 condition(s). The property is located in Land Lot 277 of the 5th District and contains 4.52 acres more or less.

No votes were taken

- 10. PUBLIC HEARING: 2023-CD-VAR-03,** Applicant: Bruno Franco, Owner: Bruno Franco requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 209 of the 5th District and contains 1.29 acres more or less.

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

City Planner, Hayes Taylor presented staff case reports on the variance application. The applicant would like to subdivide the property and build an additional home on the property. Mr. Taylor stated because the lot size would be smaller than the recommended 30,000 square feet, this requires a council variance. Mr. Taylor also stated that building a home would be contingent upon a permit from Gwinnett Environmental Health. Staff recommends approval with five (5) conditions.

Comments in favor

None

Comments in opposition

None

Councilmember Mitchell motion to close public hearing. Councilmember Williams seconded. Motion passed unanimously.

- 11. Variance Application 2023-CD-VAR-03**, Applicant: Bruno Franco, Owner: Bruno Franco requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 209 of the 5th District and contains 1.29 acres more or less.

Councilmember Mitchell motioned to approve the application with the following five (5) conditions. Councilmember Haynes, Jr. seconded. Motion passed unanimously.

1. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance. The façades of the dwelling unit shall resemble the surrounding dwellings with the front façade constructed of brick, stone, or stucco with accents of fiber shake, board and batten, or fiber cement siding. The sides and rear shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
2. The minimum heated floor area shall be 1,600 square feet for a one-story unit and 1,800 square feet for a two-story unit.
3. All yards (front, side, rear) shall be sodded.
4. A Gwinnett County Environmental Health septic permit shall be required prior to building permit issuance.
5. The residential dwelling shall not exceed the maximum number of bedrooms permitted by the Gwinnett County Environmental Health septic permit.

- 12. PUBLIC HEARING: 2023-CD-VAR-04**, Applicant: Ryan Carey, Owner: Aminadab Cruz requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 301, Parcel 001 of the 5th District and contains 1.0 acres more or less.

Councilmember Haynes, Jr. motioned to open the public hearing. Councilmember Williams seconded. Motion passed unanimously.

City Planner, Hayes Taylor stated the applicant wants to subdivide the lot to add an additional home. The proposed subdivided lot would be consistent with the surrounding lots. Staff recommends approval with five (5) conditions.

Ryan Carey, 2187 Cowart Rd, Dawsonville, GA, on behalf of the applicant spoke on the design of the home and how he would divide the lot.

Speak in favor

None

Speak in opposition

None

Councilmember Spain motioned to close the public hearing. Councilmember Mitchell seconded. Motion passed unanimously.

- 13. Variance Application 2023-CD-VAR-04**, Applicant: Ryan Carey, Owner: Aminadab Cruz requests a variance to reduce the minimum lot size requirement. The property is located in Land Lot 301, Parcel 001 of the 5th District and contains 1.0 acres more or less.

Councilmember Haynes, Jr. motioned to approve with the following five (5) conditions. Councilmember Williams seconded. Motion passes unanimously.

1. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance. The façades of the dwelling unit shall resemble the surrounding dwellings on McMillan Rd with the front façade constructed of brick, stone, or stucco with accents of fiber shake, board and batten, or fiber cement siding. The sides and rear shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
2. The minimum heated floor area shall be 1,600 square feet for a one-story unit and 1,800 square feet for a two-story unit.
3. All yards (front, side, rear) shall be sodded.
4. The residential dwelling shall not exceed the maximum number of bedrooms permitted by the Gwinnett County Environmental Health septic permit.
5. A Gwinnett County Environmental Health septic permit shall be required prior to building permit issuance.

14. PUBLIC HEARING: Ordinance to amend Article III of the Zoning Resolution

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

City Planner, Hayes Taylor presented amendments to Article III of the Zoning Resolution to add three (3) definitions: meeting, parking deck and special events.

Speak in favor

None

Speak in opposition

James & Arlene Clinkscales, 491 Harbins Rd, Dacula, GA 30019, request to table for one month. Mr. Clinkscales stated that there is a line in the codification would impact their business. They are just seeing this and need some time to understand the protentional impact on their business.

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

15. Ordinance to amend Article III of the Zoning Resolution

Councilmember Haynes, Jr. motioned to table until the January 4, 2024 Meeting. Councilmember Williams seconded. Motion passed unanimously.

VII. STAFF COMMENTS:

None

VIII. MAYOR AND COUNCIL COMMENT(S):

Councilmember Williams thanked everyone at the city for doing a great job. Mr. Williams also thanked Marshal Chapel for his service and stated that the city would miss him.

Councilmember Spain stated the city will miss Marshal Chapel.

Councilmember Mitchell thanked the citizens of Dacula for electing her for another term. Ms. Mitchell also stated that it was her honor to serve Dacula and hopes that her second term can be even better than the first.

Councilmember Haynes, Jr. thanked Marshal Chapel for his service and that he serves the citizens well. Mr. Haynes also wished him well with his retirement.

Mayor Trey King thanked Marshal Chapel for his service to the City. Mr. King also stated that our Marshals Department is the model for all other Marshal's Department.

IX. PUPLIC COMMENTS):

Erica Pope, 2171 Village Trail Court, Dacula, GA 30019, wants the council to consider live streaming or having a zoom meeting for the council meetings.

X. EXECUTIVE SESSION: Personnel and real property matters

Councilmember Haynes, Jr. motioned to exit regular session and enter into executive session. Councilmember Spain seconded. Motion passed unanimously. Regular session adjourned and executive session began for the proposes of real property matters and personnel matters at 7:46 pm.

Councilmember Spain. motioned to exit executive session and reconvene regular session. Councilmember Haynes, Jr. seconded. Motion passed unanimously. Regular session reconvened at 8:58 pm.

City Attorney, Jack Wilson, reported no votes were taken in executive session. The Council met to discuss real property matters and personnel matters as allowed by the Open Meetings Act. Mr. Wilson stated the agenda needed to be amended to add the following items

1. Hire a new Marshal
2. Appointing an Interim Chief Marshal
3. Engaging Bond Counsel
4. Approving the Agreement for Purchase of Property at 107 Broad Street.

Mayor King called for a motion to amend the agenda as stated by Mr. Wilson.

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

1. Hire a new Marshal

City Administrator, Brittini Nix, recommends hiring James Ross as City Marshal at an annual salary of \$62,000 with benefits with a start date of December 26, 2023 according to the terms of the city's contingent offer letter.

Mayor King called for a motion to hire James Ross. Councilmember Haynes, Jr. motioned to hire Mr. Ross. Councilmember Spain seconded. Motion passed unanimously.

2. Appointing an Interim Chief Marshal

City Administrator, Brittini Nix, recommends appointing Amy White as interim Chief Marshal subject to the terms of the Marshal's Office Policy and Procedures effective December 30, 2023.

Mayor King called for a motion to appoint Amy White as the interim Chief Marshal subject to the terms of the Marshal's Office Policy and Procedures effective December 30, 2023.

Councilmember Williams motioned to appoint Amy White as interim Chief Marshal. Councilmember Mitchell seconded. Motion passed unanimously.

3. Engaging Bond Counsel

City Attorney, Jack Wilson, reported that as a part of the city’s comprehensive plan for improvements, a couple of months ago the city hire financial advisers and the next step in that process was to hire an attorney to deal with those issues. Staff recommends hiring Kenneth Pollock and authorize the Mayor to sign the engagement letter.

Mayor King called for a motion to hire Kenneth Pollock and Butler Snow as bond counsel and authorize the Mayor to sign the agreement.

Councilmember Mitchell motioned to hire Kenneth Pollock and Butler Snow as bond counsel and authorize the Mayor to sign their agreement. Councilmember Haynes, Jr. seconded. Motion passed unanimously.

4. Approving the Agreement for purchase of 107 Broad Street

City Attorney, Jack Wilson, reported that purchasing the vacant property on Broad Street would give the city ownership of almost a complete city block. The property owners have agreed to sell the property to the city for \$350,000.

Mayor King called for a motion to approve purchase of property at 107 Broad Street and authorize the Mayor to sign the purchase agreement.

Councilmember Mitchell motioned to approve purchase of property at 107 Broad Street and authorize the Mayor to sign the purchase agreement. Councilmeber Williams seconded. Motion passed unanimously.

XI. ADJOURNMENT:

Councilmember Hayes, Jr. motioned to adjourn. Councilmember Spain seconded. Motion passed unanimously. Meeting adjourned at 9:05 p.m.

Minutes approved

Date

Signature

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

SECOND BUDGET PUBLIC HEARING
MINUTES
December 7, 2023

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor King called the December 7, 2023 second budget public hearing to order at 6:32 p.m. and a roll call of members was taken. A quorum was present.

City Council Present:

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

City Staff Present:

Brittni Nix, City Administrator
 Amy Morris, Director of Human Resources & Business Services
 Dana Stump, Administrative Assistant for Planning & Zoning
 Stephen Mayer, Director of Finance
 Hayes Taylor, City Planner
 Amy White, City Marshal
 Greg Chapel, Chief Marshal
 Jennifer Turner, Accounts Payable Clerk
 Renee Cooke, Front Desk Clerk
 Alethia Hyman, Tax Clerk

II. NEW BUSINESS:

1. Presentation of the FY-2024 Proposed Budget and FY-2023 Budget Adjustment

Director of Finance, Stephen Mayer presented an overview of the FY-2024 proposed budget and FY-2023 budget amendment.

2. Public Hearing: FY-2024 Proposed Budget and FY-2023 Budget Adjustment

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

Sam Warbington, 2555 Whisper Court, Dacula, GA 30019, wants to get a sign for Whisper Way. Mr. Warbington wanted to make sure the city put money in the 2024 budget for signs on Whisper Way.

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

III. ADJOURNMENT:

Councilmember Mitchell motion to adjourn. Councilmember Williams seconded. Motion passes unanimously. Meeting adjourned at 6:40 p.m.

Minutes approved _____
Date

Signature

AN ORDINANCE

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

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

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

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

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

SECTION 1.

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

Section 12-562 Number of Car Washes Permitted.

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

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

SECTION 2.

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

SECTION 3.

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

SECTION 4

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

SECTION 5

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

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

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

BRITTNI NIX,
CITY ADMINISTRATOR

December 20, 2023

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

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

We are pleased to submit this Proposal to provide Schematic Design, Design Development, Construction Documentation Phase, Design & Permit Approved Drawing Set, Bid Phase, Construction Administration Phase, Permitting and Coordination Meetings services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and City of Dacula (the "Client").

SCOPE OF SERVICES AND FEES

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

Task	Description	Fee Type	Total
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<p>1</p>	<p>Schematic Design Phase</p> <p>A. Project Kick-Off/Project Review Meetings:</p> <ol style="list-style-type: none"> 1. Upon Notice to proceed from the City, Bowman's Design Team will: <ol style="list-style-type: none"> a. Schedule, attend, and help facilitate a Project Kick-Off Meeting with the City. In preparation, we will make available various materials, reviews/assessments, and data for discussion, sharing, comparison and exchange any information Bowman has researched that might produce Gwinnett County and other governmental agency concerns; permitting requirements; potential variances; and any other pertinent information. The goal of this Project Kick-Off is to achieve a clear understanding of Project feasibility and responsibilities in order to advance the Project. b. Assist City with scheduling and attend a Project Review Meeting with Georgia Power representatives for any utility power pole and power line relocations. c. Schedule and attend a Project Review Meeting with City and Gwinnett County Public Utilities (GCPU) and/or GCDOT representatives to present the Project Design Concept attempting to gain concurrence. <p>B. Schematic Design Phase:</p> <ol style="list-style-type: none"> 1. Bowman will compile/utilize available existing condition base survey data to produce a base upon which we will draft and prepare the Drawings. 2. Bowman will commence conversations with utility owners on the property for concurrence as we advance the Project into the Schematic Design Phase 3. Based upon the various input, feedback, and levels of concurrence with the Project Concept, Bowman will proceed with Schematic Design to incorporate Field Run Survey base data; and will prepare the following documentation: <ol style="list-style-type: none"> a. Preliminary Site Layout Plan. b. Preliminary Site Grading & Drainage Plan. c. Preliminary Site Details. d. Update Preliminary Opinion of Probable Construction Costs (OPCC) Number 1 including typical breakdowns, quantities, costing and contingencies. e. Preliminary Stormwater Management Narrative for stormwater management solution. 4. We will strive for concurrence with our Schematic Design Concept and Specification by coordinating, scheduling and attend meetings with: <ol style="list-style-type: none"> a. City Staff. b. Gwinnett County Public Utilities, as required. c. Georgia Power representatives, as required. 5. We will coordinate Geotechnical Engineer for Infiltration/Soils Testing with City's Geotechnical Engineer. 6. We will prepare Meeting Memoranda and distribute same for review, comment and file. 	<p>Lump Sum</p>	<p>\$6,752.50</p>
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<p>2</p>	<p>Design Development</p> <ol style="list-style-type: none"> 1. Based upon the review and comments, Bowman will proceed with DD to develop the Project design; and preparing the following documentation: <ol style="list-style-type: none"> a. DD Cover Sheet Layout Plan. b. DD Existing Conditions Plan. c. DD Site Layout Plan. d. DD Grading & Drainage Plan(s). e. DD Stormwater Management Measures. f. DD Erosion, Sediment & Pollution Control Plan. g. DD OPCC Update Number 2 including typical breakdowns, quantities, costing and contingencies. h. DD Stormwater Management Design Draft Report for stormwater management solution including Water Quality, Channel Protection, Detention Analysis. "Runoff Reduction" will be analyzed and incorporated if feasible per City of Dacula and Gwinnett County Stormwater Regulations. 2. We will coordinate, schedule, and attend a City Staff Meeting for presentation of DD deliverables. 3. We will prepare Meeting Memoranda and distribute same for review, comment, and file. 	<p>Lump Sum</p>	<p>\$20,257.50</p>
<p>3</p>	<p>Construction Documentation Phase</p> <ol style="list-style-type: none"> 1. Based upon review and comments, Bowman will proceed with CD to develop the Project design for preparing Project CDs and Supporting Data including the following: <ol style="list-style-type: none"> a. Cover Sheet. b. Reference Drawings (Site Survey). c. Site Layout Plan(s). d. Any required Entrance Access Plans. e. Grading & Drainage Plan(s) & Enlargement Plans. f. Utility Plans including any utility relocation measures. g. Erosion, Sedimentation and Pollution Control Plans. 3 Phase ESPC Plans. h. Erosion, Sedimentation and Pollution Control BMP's/ Details/Notes (includes NPDES). i. Landscape Planting Plan, Plant Material Schedule & Details. j. Site Construction Details. k. Storm Sewer & Sanitary Sewer Profiling. l. Storm Water Management Design Report. Stormwater Management Layout, Enlargements, and Details. m. Assist City with preparation and filing of NPDES - Notice of Intent (NOI). n. Technical and/or Performance Specifications. o. Preparation of Bidding documents p. We will prepare and update OPCC No. 3 including typical breakdowns, quantities, costing and contingencies. 2. We will coordinate, schedule, and attend a City Staff Meeting for presentation of CD deliverables. 3. We will submit the required number of Drawing Sets to governmental agencies to commence LDP Review; track and monitor Permit Review; make reasonable amendments to our CD documentation that is consistent with the Design Concepts as has been previously previewed and reviewed; and reintroduce amended documents striving for issuance of a Project LDP. 4. Upon award to a qualified contractor, we will assist the City and their Contractor in the preparation and submission of the required NPDES NOI to Georgia EPD through EPD's GEOS System. 5. In the event utility relocation coordination, design or integration of various utilities (e.g. power, lighting, gas, telephone, cable, fiber optic service) falls to the Bowman Design Team (through sub-consultants); and must be integrated into our CDs, we will prepare a Supplemental Agreement for execution and Additional Services will be required. 6. Bowman will furnish all deliverables outlined in the RFP. 	<p>Lump Sum</p>	<p>\$48,618.00</p>
<p>4</p>	<p>Design & Permit Approved Drawing Set</p>	<p>Lump Sum</p>	<p>\$5,402.00</p>

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

Total Lump Sum Fees \$135,050.00

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

ASSUMPTIONS

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

EXCLUSIONS

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

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

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

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

REPROGRAPHIC AND COURIER CHARGES

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

OTHER TERMS

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

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

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

Sincerely,

Bowman Consulting Group Ltd.

Kevin Whigham
Team Lead, Civil Engineering

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

City of Dacula

By:

Title:
Date:

BOWMAN CONSULTING GROUP LTD.

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

January 2023

Reprographic Services

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

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

Delivery Services

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

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

Travel

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

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

Miscellaneous

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

Initials: Bowman

/ Client

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

July 2023

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

Initials: Bowman / Client

Table 1812018 - DEFAULT 2023 Florida/Georgia

BOWMAN CONSULTING GROUP LTD. SCHEDULE C - REQUEST FOR INFORMATION

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

Initials: Bowman

/ Client

BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

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

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

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

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

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

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

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

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from

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

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

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

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

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

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

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

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

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and

venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

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

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

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

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

13. Limits of Scope.

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

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

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

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

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and

documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

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

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

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

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

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

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

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

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

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

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

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

Initials: Bowman / Client

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

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

The bid results are below:

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

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

4174 Silver Peak Parkway, Suwanee, GA 30024

Office 770.932.6550 • Fax 770.932.6551 • bowman.com

December 18, 2023

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

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

Dear Mayor & Council,

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

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

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

****Apparent Low Bidder**

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

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

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

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

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

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

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

Sincerely,

Bowman Consulting Group



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

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

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

*Apparent Low Bidder

TO: Mayor and City Council of the City of Dacula

FROM: Brittni Nix, City Administrator

DATE: December 20, 2023

SUBJECT: Authorization to purchase pole mounted snowflake decorations

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

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



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

Estimate

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

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

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

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

Accepted By

Accepted Date

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

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

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

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

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

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

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Brittini Nix
City Administrator

Excess Inventory List

Dated: January 4, 2024

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

Memorandum

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

From: Hayes Taylor, City Planner

Date: November 27, 2023

Subject: 2023-CD-RZ-03

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

Existing Zoning: MH Mobile Home Park District

Size: 4.04 acres

Proposed Use: Attached Single Family Townhome Neighborhood

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

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

Location: Land Lot 275 - 5th District

Existing Land Use and Zoning:

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

The Proposed Rezoning & Development:

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

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

Summary:

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

Comprehensive Plan:

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

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

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

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

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

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

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

The property has reasonable economic use as currently zoned.

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

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

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

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

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

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

Recommendation:

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

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

1. The property shall be developed in accordance with the conceptual site plan prepared by Archon Homes dated August 23, 2023 and with the provided zoning conditions. Any substantial deviation from the approved conceptual plan and/or remaining conditions of zoning shall be resubmitted to the City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
2. The open space shall not be subdivided and shall be owned and maintained by a mandatory homeowners' association. The deed to the mandatory homeowners' association shall require that the open space be perpetually maintained.
3. The maximum number of dwelling units shall not exceed 4 buildings consisting of 16 units total.
4. The minimum heated floor area per dwelling unit shall be 1,800 square feet.
5. The front and side façades of all dwelling units shall consist of architectural treatments of brick, stone, or stucco with fiber cement siding for the remainder of the elevation. The remainder of the structures shall be constructed of brick, stone, stucco, concrete fiber, or similar material.
6. The proposed elevation, building materials, and colors shall be approved by the City prior to building permit issuance.
7. Delineated street parking outside of travel lanes along the internal road must be provided by the developer.
8. Collection of solid waste, recycling, and recovered materials from the townhome development shall be arranged by an agreement with a franchised contractor.
9. The development shall include an amenity area with a park benches, and picnic tables. The benches and tables will be included in a walking trail, gathering space, or central green as approved by the City.
10. The development shall include a cabana, pavilion or shade provision alternative in the designated mail kiosk space as approved by the City.
11. All non-amenity grassed areas shall be sodded.
12. The amenity and stormwater maintenance areas may include lower maintenance grass alternatives such as Blue Star Creeper, Corsican Mint, Microclover, or Fescue as approved by the City Administrator.
13. 5-foot-wide sidewalks shall be constructed on both sides of the internal private drive.
14. 5-foot-wide sidewalks shall be constructed along the property frontage of Stanley Road, Shane Lane, and Jody Avenue.

15. The developer shall provide street trees along the external sidewalk, internal sidewalk and internal walkways at 25-foot increments on center. All trees should be 6 to 8 feet tall at the time of installation with a minimum DBH of 2.5 inches. Subject to review and approval by the City Administrator or their designee.

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

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



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

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 Slappey
 COMPANY NAME Archon Homes
 ADDRESS 2160 Morningside Dr. Ste. 250
Buford, GA 30518
 PHONE 770-616-9774 FAX
 EMAIL jslappey@psponline.com

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

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

LETTER OF INTENT & LEGAL DESCRIPTION OF PROPERTY

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

CASE NUMBER

SITE DATA	
GROSS ACRES	11.4 04 AC
EXISTING ZONING	MH
PROPOSED ZONING	R-3H
TOTAL UNITS	16 UNITS
GROSS DENSITY	3.98 U/A
TOWNHOME SIZE	24' X 50' REAR ENTRY TOWNHOME
MIN. UNIT HEATED S.F.	1,699 S.F. PER TOWNHOME
BUILDING SETBACKS	
FRONT	50'
REAR	40'
SIDE	40'
BUILDING HEIGHTS	
	35'
20' GRASS OR LANDSCAPED STRIP SHALL BE PROVIDED BETWEEN ALL BUILDINGS AND INTERIOR DRIVEWAYS/STREETS.	

SITE LEGEND	
	STORMWATER MANAGEMENT
	MAIL KIOSK
	PARK

PARKING CALCS					
TYPE	SPACES	REQUIREMENT	MIN	MAX	REMARKS
REAR ENTRY TOWNHOME	2	4	4	16	14
TOTAL PARKING SPACES REQUIRED FOR RESIDENTIAL					48
MINIMUM 3 SPACES PER UNIT					7
90 DEGREE PARKING SPACES (OFF-STREET PARKING)					7
TOTAL PARKING SPACES PROVIDED FOR RESIDENTIAL					11

PROPERTY ADDRESS:
2263 STANLEY RD
Dacula, GA 30019

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

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

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

STORMWATER SITE:
STORMWATER TO BE MANAGED ON-SITE.

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

WATER NOTE:
WATER PROVIDED BY CITY OF DACULA.

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

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



City of 2023 Alliance
Engineering & Planning, Inc.
1000 Peachtree Street, NE
Atlanta, GA 30309
770.325.2251 | www.allianceeng.com

NOT
RELEASED
FOR
CONSTRUCTION

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

Site Concept Plan for
2263 Stanley Rd.
Dacula, GA 30019
LL-214-CONTRACT 04
-PARCEL # 3278 057

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



SCALE: 1/4" = 1'

CONCEPT
PLAN

8.28.23

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

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

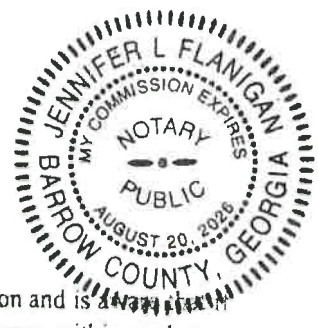
DATE RECEIVED _____ ZONING CASE NUMBER _____

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.

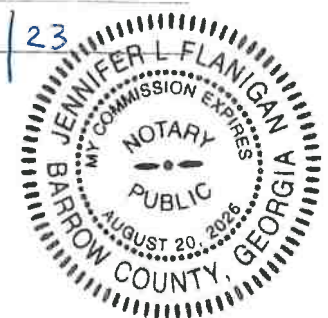
Signature of Applicant [Signature] Date 9/21/23
Type or Print Name/Title John Slippy Member
Notary Public Jennifer L Flanigan Date 9/21/23



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



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

ACTION TAKEN

SIGNATURE

DATE

STIPULATIONS



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

IMPACT ANALYSIS STATEMENT

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

DATE 9/21/23 APPLICANT Anchor Homes

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

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

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

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

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

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

Salomon Duenez
2203 Stanley Road
Dacula, GA 30019

Santiago Jimenez
2257 Shane Lane
Dacula, GA 30019

Lisa Pina
2263 Shane Lane
Dacula, GA 30019

Thomas Powell
2273 Shane Lane
Dacula, GA 30019

Kenny Everson
2283 Shane Lane
Dacula, GA 30019

Oscar Garcia
2293 Shane Lane
Dacula, GA 30019

Rosita Duenez
2284 Shane Lane
Dacula, GA 30019

Pronto VM, LLC
2281 Scott Circle
Dacula, GA 30019

Jose Garcia
2282 Scott Circle
Dacula, GA 30019

Juan Cruz
2277 Stanley Road
Dacula, GA 30019

Starlight Homes
3820 Mansell Road
Suite 400
Alpharetta, GA 30022

USA Maag, LLC
2204 Stanley Road
Dacula, GA 30019

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3820 Mansell Road Ste 400

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

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2282 Scott Circle

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Dacula Ga 30019

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Item 13.

Item 13.

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VM Pronto LLC
5001 Plaza on the Lake Ste 200
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Austin TX 78746-1053

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MAAG USA LLC
324 Kent Valley Circle
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Dacula Ga 30084-8493

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Kenny Everson
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The UPS Store #2981
2700 BRASELTON HWY STE 10
Dacula, GA 30019-3222
770-271-3322

Terminal...: POS2981A Date.: 10/5/2023
Employee...: 180272 Time.: 02:42 PM

ITEM NAME	QTY	PRICE	TOTAL
Certified / Return Receipt			\$150.00
	12 @	\$12.50	
Tax			\$0.00
First Class Letter 1 oz			\$12.72
	12 @	\$1.06	
Tax			\$0.00
Subtotal			\$162.72
Shipping/Other Charges			\$0.00
Total tax			\$0.00
Total			\$162.72

Cards \$162.72

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TO: Mayor and City Council of the City of Dacula

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

DATE: December 27, 2023

SUBJECT: Ordinance to Amend Article III of the Zoning Resolution

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

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

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

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

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

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

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City of Dacula to amend the City Code to make the revisions outlined herein;

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

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

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

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

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

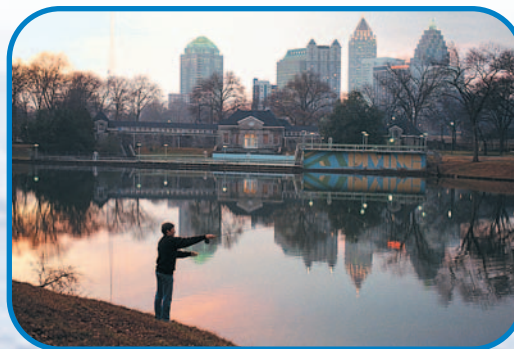
ATTEST:

BRITTNI NIX
CITY ADMINISTRATOR

Did you know?

The quality of metro Atlanta's streams, rivers, and lakes are threatened by the daily activities of residents and businesses across the region. Over 800 stream miles in the metropolitan Atlanta area are in violation of state water quality standards due to urban stormwater runoff.

The only way to combat the adverse effects of pollution is through knowledge and action. The leading threat to our water quality is stormwater pollution.



When It Rains

10 Things You Can Do To Be A

"Solution To Stormwater Pollution"

1. Never dump anything down a storm drain or into a drainage ditch.
2. Recycle motor oil and other vehicle fluids.
3. Throw litter in its place.
4. Clean up after your pet.
5. Check your vehicles for leaks. (Repair them!)
6. Dispose of household hazardous wastes at designated locations.
7. Compost yard clippings.
8. Use fertilizer and pesticide only when needed. (Read the label!)
9. If you wash your vehicle at home, do so on the lawn rather than on pavement.
10. Tell a friend or neighbor about how to prevent stormwater pollution and get involved in your community.



It Pollutes!

Clean Water Campaign
40 Courtland Street, NE
Atlanta, GA 30303

www.cleanwatercampaign.com

What is the Clean Water Campaign?

The **Clean Water Campaign** is a cooperative, multi-agency initiative that is primarily funded by local governments and coordinated by the Atlanta Regional Commission. Environmental organizations, non-profits and corporations are all invited to actively participate in the **Campaign**.



Why should you care about participating?

Imagine no longer being able to fish, swim or wade through your favorite stream, river or lake. It might surprise you, but many waters in the metro Atlanta area are degraded due to polluted **stormwater runoff**.

Each time it rains, the resulting runoff of stormwater picks up debris such as litter, pesticides, chemicals, motor oil and dirt as it flows across rooftops and lawns, streets and parking lots. These pollutants are deposited, untreated, into our waterways. Increased runoff from developed areas can also cause flooding and erosion of stream banks, which creates even more sediment that enters our streams.

Stormwater pollution can make monitoring and treatment of our drinking water more difficult and costly. In addition, it can hinder the health of the aquatic ecosystem. If polluted stormwater contaminates our water sources, the result can be the closing of our rivers, lakes and streams from the public.

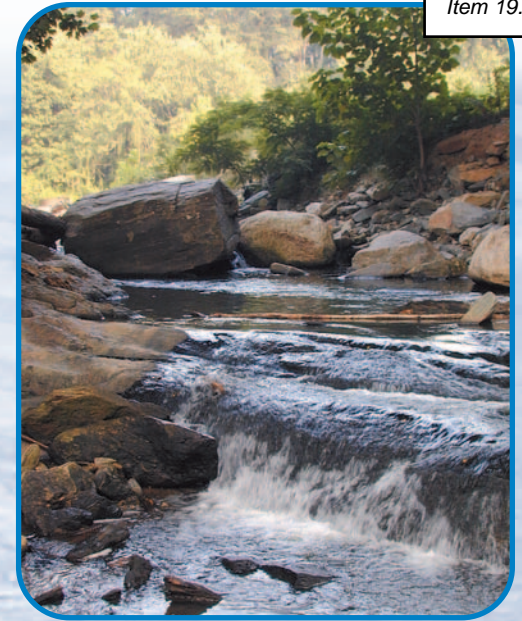
Public Education and Awareness Program

Now there is a way you can help spread the word to your friends, neighbors and local businesses about how they can be a solution to stormwater pollution.

The **Clean Water Campaign** hopes to reach metro Atlanta residents through a broad-based public information and education effort that includes:

- ◆ A Web site, www.cleanwatercampaign.com
- ◆ Storm drain stenciling program
- ◆ Fact sheets and brochures
- ◆ Corporate partnerships
- ◆ Media and public service campaign

We need your help to expand this effort and make clean water in metro Atlanta a reality!



How can I get involved?

There are many different opportunities for involvement in the **Clean Water Campaign**. Here are just a few:

- ◆ Utilize the Speakers Bureau for your next civic or organizational meeting.
- ◆ Visit www.cleanwatercampaign.com for more detailed information on stormwater pollution prevention.
- ◆ Become a volunteer.
- ◆ Become a corporate sponsor.

Contact Information

Clean Water Campaign
40 Courtland Street, NE
Atlanta, GA 30303
404-463-3259
www.cleanwatercampaign.com