



Mayor and City Council Regular Meeting
Thursday, September 01, 2022 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:

PROCLAMATION:

1. Paint Gwinnett Pink Month

CONSENT AGENDA:

2. Approval of the Minutes from the Regular Meeting on August 4, 2022
3. Approval of the Minutes from the Executive Session Meeting on August 21, 2022
4. IWorQ System Inc. Proposal
5. Resolution for traffic control on Wilson St & Third Ave
6. Adoption of Article VIII - Tobacco, Vape and Hookah
7. Ordinance to amend Development Regulations, Article IV - Section 4.10.2 Procedures, Plan & Plat Specifications
8. Handbook amendment to Chapter 4, Section 4.2 - Pay Periods
9. A Resolution for Premium Pay
10. Authorization to submit 2023 LMIG Application
11. FY2022 CDBG Award Increase - Brookton Station Subdivision
12. Brookton Station Improvement Proposal
13. Bid approval for McMillan Road Stormwater Improvement Project
14. Approval of Employee Health, Dental & Vision Benefits

OLD BUSINESS:

15. **PUBLIC HEARING: 2022-CD-AA-02 & 2022-CD-RZ-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests annexation and rezoning from RA200

Agriculture-Residence (County) to C2 General Commercial (City). The property is located in Land Lot 277, Parcel 077 in the 5th District and contains 4.52 acres more or less.

16. **Annexation Application: 2022-CD-AA-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests annexation in the City. The property is located in Land Lot 277, Parcel 077 of the 5th District and contains 4.52 acres more or less.

17. **Rezoning Application: 2022-CD-RZ-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests rezoning from RA200 Agriculture-Residence District (County) to C2 General Commercial (City). The property is located in Land Lot 277, Parcel 077 of the 5th District and contains 4.52 acres more or less.

NEW BUSINESS:

STAFF COMMENTS:

MAYOR AND COUNCIL COMMENT(S):

PUBLIC COMMENTS:

EXECUTIVE SESSION: Real property matters

ADJOURNMENT:

CITY OF DACULA



PROCLAMATION

WHEREAS: Every year, too many Gwinnett residents are diagnosed with cancer; and

WHEREAS: Breast cancer is one of the most common cancers and leading causes of cancer deaths effecting women and men of all ages; and

WHEREAS: Paint Gwinnett Pink is a signature fundraising event of Northside-Gwinnett and Northside-Duluth in which every dollar stays in Gwinnett County; and

WHEREAS: Tomosynthesis 3D mammography is cutting edge image technology that allows healthcare professionals greater visibility of breast structures and possible cancers with 15% fewer misdiagnosis; and

WHEREAS: Paint Gwinnett Pink, a 5K run and walk, is a celebration of cancer survivors and a memorial to those lost to cancer, providing hope for the future of Gwinnett residents; and

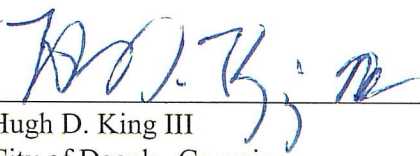
WHEREAS: All Gwinnett residents and businesses are encouraged to sponsor, to participate or to learn how each can make a difference in the lives of those facing breast cancer in Gwinnett County;

NOW THEREFORE: I, HUGH D. KING III, by virtue of the authority vested in me as Mayor of the City of Dacula, Georgia, do hereby proclaim:

*OCTOBER
AS PAINT GWINNETT PINK MONTH IN GWINNETT COUNTY*




IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Dacula to be affixed this 1st day of September in the year of our Lord, Two Thousand and Twenty Two.



Hugh D. King III
City of Dacula, Georgia

Attest:



Heather Coggins, Acting City Administrator
City of Dacula, Georgia

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

COUNCIL MEETING
MINUTES
August 4, 2022

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor King called the August 4, 2022 Council Meeting to order at 7:01 p.m. and a roll call of the members was taken. A quorum was present. He welcomed everyone to the meeting.

Council Members Present:

Mayor Trey King, Mayor
Councilmember Sean Williams, Council
Councilmember Daniel Spain, Council
Councilmember Ann Mitchell, Council

Absent – Denis W. Haynes, Jr., Council

City Staff Present:

Heather Coggins, Acting City Administrator
Jack Wilson, City Attorney
Brittini Nix, Director of Planning & Economic Development
Courtney Mahady, Administrative Clerk
Angelica Schaper, Court Administrator
Amy Morris, Accounts Payable
Dana Stump, Administrative Assistant for Planning & Zoning
Chris Parks, Public Works Supervisor
Amy White, City Marshal
Renee Cooke, Front Desk Clerk
Alethia Hyman, City Tax Clerk

II. INVOCATION:

Pastor Mark Chandler gave invocation.

III. PLEDGE OF ALLEGIANCE:

Mayor King led the Pledge of Allegiance.

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Amend agenda to table items 7, 8, & 9 to September 1, 2022

Mayor King called for a motion to table items 7, 8, & 9, 2022-CD-AA-02 and 2022-CD-RZ-02 to September 1, 2022 meeting.

Councilman Williams motioned to table said items to the September 1, 2022 meeting. Councilman Spain seconded. Motion passed unanimously.

IV. CONSENT AGENDA:

1. **Approval of Amended Minutes from December 2, 2021 meeting.**
2. **Approval of the Minutes from the Regular Council Meeting on July 7, 2022.**
3. **Approval of the Minutes from the Third Millage Rate Public Hearing on July 7, 2022 at 6:30 p.m.**
4. **Proposal to design a master plan for Project 431**
5. **Bid package for City Hall sewer tie-in**
6. **Ordinance to amend Chapter 12, Article XV - Canvasser or Solicitor**

Councilman Spain motioned to approve Consent Agenda items. Councilwoman Mitchell seconded. Motion passed unanimously.

V. OLD BUSINESS:

None

VI. NEW BUSINESS:

7. **PUBLIC HEARING: 2022-CD-AA-02 & 2022-CD-RZ-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests annexation and rezoning from RA200 Agriculture-Residence (County) to C2 General Commercial (City). The property is located in Land Lot 277, Parcel 077 in the 5th District and contains 4.52 acres more or less.

Tabled to September 1, 2022

8. **Annexation Application: 2022-CD-AA-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests annexation in the City. The property is located in Land Lot 277, Parcel 077 of the 5th District and contains 4.52 acres more or less.

Tabled to September 1, 2022

9. **Rezoning Application: 2022-CD-RZ-02**, Applicant: Retail Planning Corporation, Owner: James Roy Greeson requests rezoning from RA200 Agriculture-Residence District (County) to C2 General Commercial (City). The property is located in Land Lot 277, Parcel 077 of the 5th District and contains 4.52 acres more or less.

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Tabled to September 1, 2022

VII. STAFF COMMENTS:

Precinct Commander stated that she spoke with the principal at Alcova Elementary who sent out a memo to all the parents to make a right turn only out of the school to help alleviate the congestion at the roundabout.

Angie Schaper, Accounts Receivable, stated that Ms. Coggins, Ms. Hyman and herself have been training with the new tax software for when property taxes happen later in the year.

Renee Cooke, Front Desk Clerk, stated that payments for sanitation would still be completed through her since there is no online payment availability.

VIII. MAYOR AND COUNCIL COMMENT(S):

Sean Williams thanked city staff for all their hard work.

Daniel Spain thanked candidate running for Georgia's 7th District for U.S. Congress, Mark Gonsalves, and candidate running for Georgia's State House-105, Arefeen Chowdhury, for being at the meeting.

Ann Mitchell mentioned that the Council would be hosting Chillin' with the Council at Maple Creek Park later in the month, the dates were to be determined.

IX. PUBLIC COMMENTS:

David Stone, 3460 Meadow Grass Drive, spoke in regards to the 2nd Avenue improvement project.

X. EXECUTIVE SESSION: Personnel matters

Councilman Williams motioned to exit regular session. Councilman Spain seconded. Motion passed unanimously. Regular session adjourned and executive session began for the purposes of personnel matters at 7:23 p.m.

Councilman Spain motioned to exit executive session and reconvene regular session. Councilman Williams seconded. Motion passed unanimously. Regular session reconvened at 7:45 p.m.

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

Mayor King called for a motion to amend the agenda to add personnel items.

Councilwoman Mitchell motioned to amend agenda to add personnel items. Councilman Spain seconded. Motion passed unanimously.

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XI. APPROVAL TO HIRE NEW EMPLOYEES:

Mayor King requested a motion to hire Ronnie Linares and Michael Kennedy for the Maintenance Department at the rate of \$15 per hour with benefits effective Monday, August 8, 2022.

Councilman Williams motioned to hire Mr. Linares and Mr. Kennedy. Councilman Spain seconded. Motion passed unanimously.

XII. ADJOURNMENT:

Councilwoman Mitchell motioned to adjourn. Councilman Williams seconded. Motioned passed unanimously. Meeting adjourned at 7:47 p.m.

Minutes approved

Date

Signature

CITY OF DACULA

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

COUNCIL MEETING MINUTES

August 21, 2022

I. CALL TO ORDER AND ROLL CALL OF MEMBERS:

Mayor King called the August 21, 2022 special called City Council Meeting to order at 3:04 p.m. and a roll call of the members was taken. A quorum was present.

Council Members Present:

- Hugh D. King, III, Mayor
- Sean Williams, Council member
- Daniel Spain, Council member
- Ann Mitchell, Council member
- Denis W. Haynes, Jr., Council member

City Staff Present:

Jack Wilson, City Attorney

II. NEW BUSINESS:

The Mayor announced the purpose of the meeting for personnel matters as allowed under the Open Meetings Act, including to interview one candidate for employment with the City. Upon a Motion of Council Member Haynes, seconded by Council Member Mitchell, the Council adjourned into executive session to conduct the interview and to discuss the candidate’s application.

Upon a motion duly made and seconded, the Council voted unanimously to return to regular session. The City Attorney reported there were no votes taken in executive session. The Council met to discuss personnel issues as allowed by the Open Meetings Act. The original documents required by State law were signed and delivered to the staff in accordance with the Open Meetings Act.

III. ADJOURNMENT:

Councilman Haynes motioned to adjourn. Councilwoman Mitchell seconded. The motion carried unanimously. The meeting adjourned at 5:25 p.m.

Minutes approved

Date

Signature

TO: Mayor and Council of the City of Dacula

FROM: Brittni Nix, Director of Planning and Economic Development

DATE: August 1, 2022

SUBJECT: iWorQ System Inc. proposal

In light of the City's exponential growth, staff has been researching for ways to continue providing high levels of service to the community and improve departmental processes. Currently, the Planning & Development and Marshal's Departments are utilizing multiple excel sheets to organize and track information. The system is inefficient and will become more cumbersome as the volume of building permits, plan reviews, development projects, inspections, and code violations continue to increase.

Research has shown that iWorQ System Inc. would be a good fit for the City's current and potential future needs. It is a cloud based software for local governments and comes highly recommended by neighboring jurisdictions. The software creates a database to access and search for information across departments. iWorQ System, Inc. will facilitate real time communication between departments and provide a holistic picture of a property. For example, the zoning conditions, permitting, inspection, and code enforcement information for a subject property can be viewed in a single screen. Additional benefits include online submittals for plan reviews and greater efficiency responding to Open Records Requests and citizen inquiries.

iWorQ System Inc. will provide staff with the resources needed to effectively and efficiently serve the growing community public. The provided proposal includes a three-year agreement at \$5,500/year + a onetime implementation fee of \$3,000. Staff recommends approving the subject proposal and placing it in the FY-2023 Budget.

Best Regards,

Brittni Nix, Director of Planning and Economic Development

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Dacula here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Portal Setup Contact (if applicable) _____ Title _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Dacula	Population- 6,882
442 Harbins Rd P.O. Box 400, Dacula, GA 30019	Prepared by: Jon Goble

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Community Development (Department)</p> <ul style="list-style-type: none"> *Permit Management *Code Enforcement *Portal Home (Permit and Code) <p>Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Unlimited reports and ad-hoc reporting Unlimited access to iWorQ's template library including 3 custom letters & 3 custom forms for Portal Home</p> <p>Premium Data (25MB Uploads & 100GB Storage)</p> <p>Plan Review Management</p> <ul style="list-style-type: none"> - Draw & annotate on plans - Save data in layers on plans - Place watermarks on plans - Must have premium data to use 	\$5,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$5,500	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$3,000	\$3,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$8,900	\$3,000	Year One
Grand Total Due Year 1	\$14,400	\$8,500	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent December 1st, 2022, and every year thereafter.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid through September 2nd, 2022.
- III. This cost proposal cannot be disclosed or used to compete with other companies.

To: Mayor and City Council

From: City Marshals Office

Date: 8/22/2022

Ref: Wilson Street / Third Ave

The Marshal's office has received several complaints from citizens of two street locations of possible road hazard (streets not wide enough for two-way traffic). We have monitored both streets and have found that neither street is capable of handling two-way vehicle traffic. Which could result in severe property damage and or injuries of occupants of said vehicles. We would ask that the city address these concerns and turn both streets into one-way access only. Doing so would not hinder any emergency response of law enforcement or fire department. Changing both to one-way streets only would help traffic flow and safer travel for vehicles and pedestrians. To modify these changes would be a minimal cost of adding and removing road markings by the city Public Works Department.

**RESOLUTION OF THE CITY OF DACULA, GEORGIA
FOR TRAFFIC CONTROL ON CERTAIN CITY STREETS**

WHEREAS, the City of Dacula has the right and responsibility to do that which is within its power to provide for the public safety of those persons who are within the municipal limits of the City of Dacula; and

WHEREAS, citizens and City staff have requested the City to address issues related to access, speeding and traffic conditions on certain non-arterial streets within the City limits; and

WHEREAS, the City of Dacula Marshal’s Department has reviewed these citizen requests and determined street locations where making certain streets one way travel may be useful maintaining safe speeds and protecting life and property; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the City to provide for and install change travel to one-way only at the locations outlined herein;

NOW THEREFORE, the Council of the City of Dacula, Georgia does hereby resolve to authorize and direct the Public Works Department to install signs and modify the road markings to change the following streets to one-way only traffic flow:

1. Wilson Street between Dacula Road and Second Avenue—traffic shall travel northbound only.
2. Third Avenue between Broad Street and Wilson Street—traffic shall travel westbound only.

And the Marshals and Gwinnett County Police Department are authorized to issue citations for violations on such travel limitations after the signage and markings have been installed. City staff shall provide notice of these changes via the City’s website and social media.

SO RESOLVED, this 1st day of September, 2022 by the Governing Authority of the City of Dacula.

AYES: ____

NAYES: ____

Hugh D. King, III, Mayor
City of Dacula

Heather Coggins
Acting City Administrator

TO: City of Dacula City Council and Mayor
FROM: Jack Wilson, City Attorney
DATE: August 17, 2022
SUBJECT: Ordinance Amendment—Tobacco/Hookah/Vape

Mayor and Members of City Council:

Staff has prepared the attached Ordinance Amendment to address retail tobacco, hookah and vape shops and lounges. The City Code currently does not contain any regulations as to these uses. The Amendment would provide definitions and some reasonable age limitations for such uses. The proposed Amendment aligns with the provisions of the City's Clean Indoor Air Ordinance. It also includes a provision to set the number of such uses which could be permitted inside the City by population, similar to the limitation for package stores. There are currently two such shops inside the City limits.

City Staff recommends approval of the Amendment. If you have any questions or need any additional information, please let us know.

Thank you.

AN ORDINANCE

AN ORDINANCE TO AMEND THE CITY OF DACULA CODE OF ORDINANCES TO PROVIDE REGULATIONS AND DEFINE OFFENSES FOR TOBACCO, VAPE, AND HOOKAH RELATED ESTABLISHMENTS AND FOR OTHER PURPOSES.

WHEREAS, the City Code currently does not provide any regulation or oversight over business selling tobacco, vape, hookah and related products; and

WHEREAS, State law permits regulations; and

WHEREAS, scientific data has indicated that smoking and the exposure to secondhand smoke has serious health consequences; and

WHEREAS, smoking and the use of tobacco, hookah and vape related products can pose substantial risks to the health and welfare of children; 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 such licenses and to adopt 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 Article VIII Tobacco, Vape and Hookah, Section 16-130 Tobacco and Vape Related Offenses is created and adopted as follows:

Article VIII Tobacco, Vape and Hookah Offenses

Section 16-130 Tobacco, Vape and Hookah Offenses.

- (a) Definitions. The following words as used in this section shall have the following prescribed meaning:

Hookah means a single or multi-stemmed water pipe and any associated products and devices which are used to produce fumes, smoke and/or vapor from the burning of material including, but not limited to, tobacco products, shisha or other plant materials.

Hookah/vapor bar or lounge. Hookah/vapor bars or lounges shall be subject to the following restrictions:

- (1) Smoking of hookah in any establishment that serves alcohol or food shall be prohibited.
- (2) Hours of operation shall not extend past 11:00 p.m.
- (3) Hookah bars and lounges shall not serve patrons under the age of 21 or as restricted by Georgia statute.

Principal means that tobacco, hookah, vape, vape-related products, or both constitute at least 50 percent of the business's aggregate retail sales.

Vape or vape juice refers to any liquid that contains compounds containing pharmaceutical grade vegetable glycerin, propylene glycol, nicotine, food-grade flavoring, and water, and can be used for vaping by means of an alternative nicotine product.

Vape shop means any business whose principal product line for retail sale is vape, tobacco, hookah, vape-related products, or both. *Principal* means that vape, vape-related products, or both constitute at least 50 percent of the business's aggregate retail sales.

Vape-related products refers to any products or devices that employ an electronic heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means to produce a vapor that delivers nicotine, synthetics, or illegal substances to the person inhaling from the device, including electronic cigarettes, electronic cigars, electronic hookahs, electronic bongs and electronic pipes, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, or electronic pipe.

- (b) Furnishing to, purchasing by or possession by a person under 21 years of age.
 - (1) Except as otherwise provided in this section:
 - a. No person, directly or through another person, shall furnish, cause to be furnished, or permit any person in such person's employ to furnish any vape or vape-related products to any person under 21 years of age.
 - b. No person under 21 years of age shall misrepresent such person's age in any manner whatever for the purpose of obtaining unlawfully any vape or vape-related products.

- c. No person shall act as an agent to purchase or acquire any vape or vape-related products for or on behalf of a person under 21 years of age.
 - d. No person under 21 years of age shall misrepresent his identity or use any false identification for the purpose of purchasing or obtaining any vape or vape-related products.
- (2) The prohibitions contained in subsections (b)(1)a., b., and d. shall not apply with respect to the sale, purchase, or possession of vape or vape-related product for use:
- a. For medical purposes pursuant to a prescription of a physician duly authorized to practice medicine in this state; or
 - b. At a religious ceremony.
- (3) The prohibitions contained in subsections (b)(1)a., b., and d. shall not apply when the parent or guardian of the underage person gives the vape or vape-related products to the underage person and when possession is in the home of the parent or guardian and such parent or guardian is present.
- (4) The prohibition contained in subsection (b)(1)(a) shall not be violated when a person has been furnished with proper identification showing that the person to whom the vape or vape-related product is sold is 21 years of age or older. For purposes of this subsection, the term "proper identification" means any document issued by a governmental agency containing a description of the person, the person's photograph, and the person's date of birth. Proper identification includes, without being limited to, a passport, military identification, driver's license, or an identification card authorized under O.C.G.A., §§ 40-5-100—40-5-104. "Proper identification" shall not include a birth certificate.
- (5) This section shall not prohibit employment of a person under 21 years of age in a licensed premises if such employment is lawful.

- (6) In any case where a reasonable or prudent person could doubt whether or not the person to whom a vape or vape-related product is to be sold or otherwise furnished is 21 years of age or older, the person selling or otherwise furnishing such vape or vape-related product shall request to see and be furnished with proper identification as provided in subsection (b)(4). The failure to make such request and verification in any case where the person to whom the vape or vape-related product is sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such alcoholic beverage did so in violation of subsection (b)(1)a.
- (7) In any case where a person selling or otherwise furnishing vape or vape-related products checks for a proper identification, such person shall carefully inspect such identification. If a reasonably prudent person could determine that such identification has been altered and if such person sells or otherwise furnishes vape or vape-related products to the holder of such altered identification, then such may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such vape or vape-related products did so in violation of subsection (b)(1)a.
- (8) For purposes of the prohibitions set forth in this section, a plea of nolo contendere or the forfeiture of bond shall constitute a conviction.
- (9) With reference to the prohibitions set forth in this section, if there is a change in a majority of a licensee's owners, partners, or shareholders, the offenses under the old ownership shall not count against the new owners; provided, however, a different corporation, partnership, or other association shall be charged with the offenses of the predecessor if a majority of the owners, partners, or shareholders are the same.
- (10) Number of vape, hookah and tobacco shops, bars and lounges permitted
 - (a) At no time shall the number of licenses issued by the City permitting the retail sale of vape, tobacco or hookah products 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 two.
- (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).
- (11) No license shall be issued under this section for the sale of tobacco, hookah and/or vapor products if the intended premises is within 300 feet of any church building, or on any property owned or leased to a church, or in or within 600 feet of any school building, educational building, school grounds, or college campus, or on any property owned or leased to a public or private school or school board for elementary or secondary education. Provided, however, that any premises that sells tobacco, hookah, and/or vapor products as of September 1, 2022 and that is located within such restricted proximity may continue to sell such products in such premises, provided that said license holder remains in compliance with all other provisions of this section and the use of the premises to sell tobacco, hookah and/or vapor products remains ongoing and continuous, and provided further that no license renewal application is denied for violating this section if at the time of the original license application the location was in compliance with this section. If the sale of products is discontinued, the grandfathering entitlement under this subsection shall be forfeited.

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 September, 2022.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

HEATHER COGGINS,
ASSISTANT CITY ADMINISTRATOR

TO: Mayor and Council of the City of Dacula

FROM: Brittni Nix, Director of Planning and Economic Development

DATE: August 17, 2022

SUBJECT: Amend Article IV, Section 4.10.2 of the Development Regulations

The City requires Gwinnett County to approve an exemption plat for compliance with applicable County regulations prior to approval. Gwinnett County has amended their review procedures. More specifically, the County no longer uses wet ink nor departmental signature blocks, but rather a Countywide electronic signature block. As such, the City's Ordinance needs to be amended to reflect this change.

Staff requests replacing the Gwinnett County departmental specific signature blocks stated within the Ordinance with the following statement: "additional certification and approval statement may be required by the City and/or Gwinnett County as applicable." The new verbiage will provide flexibility as language and procedures are continually updated.

Staff recommends approving the Ordinance amendment to Article IV, Section 4.10.2 of the Development Regulations effective immediately.

Best Regards,

Brittni Nix, Director of Planning and Economic Development

**AN ORDINANCE TO AMEND THE CITY'S DEVELOPMENT
REGULATIONS**

WHEREAS, the City has reviewed its policies and procedures with respect to the Development Regulations and the requirements for the contents of Exemption Plats; and

WHEREAS, the current references to Development Regulations are outdated and should be updated; 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 Development Regulations outlined herein;

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

SECTION 1

The existing Section 4.10.2(U) Exemption Plat Specifications is amended to delete Subsections 3, 4 and 5. The current Subsection 6 shall be renumbered Subsection 3. In addition, the following Subsection V is added:

V. Additional certifications and approval statements may be required by the City and/or Gwinnett County as applicable.

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 Development Regulations and to produce and publish a final codified version of the Development Regulations 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 September, 2022.

AYES: ____

NAYES: ____

ATTEST:

HUGH D. KING, III
MAYOR, CITY OF DACULA

HEATHER COGGINS,
ACTING CITY ADMINISTRATOR

Proposed amendments: **highlighted**

Additions: **bold**

Deletions: ~~strikethrough~~

EXEMPTION PLAT PROCEDURES AND SPECIFICATIONS.

Procedure for Exemption Plat Approval.

- A. When an applicant for a subdivision has parcel of land which meets Section 2.4 SUBDIVISION EXEMPTIONS of these regulations, a plat shall be submitted to the City in a number of copies as determined by the City from time to time.
- B. This Exemption Plat shall be reviewed by the City for compliance with these Regulations and the City shall indicate on a review copy of the Plat or drawing, or in a written memorandum all comments related to compliance with these Regulations.
- C. The applicant shall be responsible for compliance with all codes, regulations, and zoning requirements and for the satisfaction of all of the noted and written comments of the City.
- D. When the City has determined that the Exemption Plat is in compliance with all applicable City Codes, Ordinances or Regulations, the Exemption Plat shall be approved. The City Official, so designated by the Dacula City Council to certify approval of Exemption Plats, shall sign and date said approval of the Exemption Plat, and shall authorize by such approval recording of the Exemption Plat in the Office of the Clerk of the Superior Court of Gwinnett County deed records.

Exemption Plat Specifications.

- A. Name, address and telephone number of the owner(s) of record of the land to be subdivided.
- B. Proposed name, total acreage of the subdivision and acreage of smallest lot.
- C. Name, address and telephone number of the licensed land surveyor or registered professional engineer.
- D. North arrow, graphic scale and date.
- E. Present zoning of property and adjacent property.
- F. Names of adjoining property owners.
- G. The location of streams, lakes, flood hazard or flood prone areas.
- H. The location of proposed lots showing dimensions, front yard setbacks and side yard setbacks for corner lots as required by the City of Dacula Zoning Resolution, and total number of lots with each lot being numbered.

- I. Bearings and distances to the nearest existing street lines or bench marks or other permanent monuments (not less than three) shall be accurately described on the plat.
- J. Municipal, County and Land Lot and District lines and/or Georgia Militia District lines accurately tied to the lines of the subdivision by distances and angles when such lines traverse or are reasonably close to the subdivision.
- K. Exact boundary lines of the tract, determined by a field survey.
- L. Name of plat or subdivision.
- M. Exact locations, right-of-way widths, and names of all streets adjoining or within the subdivision.
- N. Required right-of-way to be dedicated according to the Comprehensive Plan which includes a Thoroughfare Plan - Functional Classification System Map.
- O. Lot lines with dimensions to the nearest one-tenth foot and bearings to the nearest minute.
- P. Lots numbered in numerical order.
- Q. Location, dimensions, and purposes of any easements and any areas to be reserved or dedicated for public use.
- R. Accurate location, material, and description of monuments and markers.
- S. A statement directly on the plat of any private covenants or reference to the deed book and page of recording of any covenants.
- T. Subdivision classification (such as residential, no mobile homes, mobile homes, modular homes, commercial, industrial).
- U. The following certifications:

1. An engineer's or surveyor's certification directly on the plat as follows:

"IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED 'FUTURE' AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF DACULA, GEORGIA, HAVE BEEN FULLY COMPLIED WITH."

BY _____

REGISTERED P.E., NO. _____

REGISTERED GEORGIA LAND SURVEYOR, NO. _____

2. An owner's certification and dedication, directly on the plat as follows:

OWNER'S CERTIFICATION AND DEDICATION:

STATE OF GEORGIA, COUNTY OF GWINNETT

"THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, COUNTY AND CITY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID. I (WE) HEREBY CERTIFY THAT I (WE)

ADOPT THIS PLAN OF SUBDIVISION, ESTABLISH THE MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKWAYS, DRAINAGE EASEMENTS, AND OTHER SPACES TO PUBLIC USE AS NOTED.”

_____ DATE _____

OWNER

3. Certification of individual private water and/or sewer system directly on the plat as follows:

~~I HEREBY CERTIFY THAT THE INDIVIDUAL PRIVATE SEWERAGE COLLECTION AND DISPOSAL SYSTEM AND THE INDIVIDUAL PRIVATE WATER SUPPLY AND DISTRIBUTION SYSTEMS INSTALLED OR TO BE INSTALLED AND/OR THE PLANS FOR THE PRIVATE SEWAGE REQUIREMENTS OF THE HEALTH DEPARTMENT.~~

~~LOT NUMBER(S) _____~~

~~IS (ARE) NOT APPROVED FOR PRIVATE SEWAGE SYSTEMS.~~

~~DATED _____~~

~~HEALTH OFFICER~~

4. Certification of community or public water system, directly on the plat as follows

~~(if applicable):~~

~~I HEREBY CERTIFY THAT THE COMMUNITY OR PUBLIC WATER SUPPLY AND DISTRIBUTION SYSTEMS ARE TO BE INSTALLED, SHOWN IN THE SUBDIVISION PLAT ATTACHED HERETO, MEET THE REQUIREMENTS OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES WATER SUPPLY SECTION.~~

~~DATED _____~~

~~GEORGIA DEPARTMENT OF NATURAL RESOURCES WATER SUPPLY SECTION~~

5. Certification of community or public sewer systems, directly on the plat as follows (if applicable):

~~I HEREBY CERTIFY THAT THE COMMUNITY OR PUBLIC SEWERAGE COLLECTION AND DISPOSAL SYSTEM INSTALLED OR TO BE INSTALLED, SHOWN IN THE SUBDIVISION PLAT ATTACHED HERETO, MEETS THE REQUIREMENTS OF THE PUBLIC SEWER SYSTEM TO~~

~~SERVE THESE LOTS.~~

DATED _____

OFFICIAL OF THE PUBLIC SEWER SYSTEM

PROVIDING SERVICE TO THE SUBDIVISION

6. Certificate of approval for recording directly on the plat as follows:

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING RESOLUTION AND SUBDIVISION REGULATIONS OF THE CITY OF DACULA, GEORGIA, AND THAT IT HAS BEEN APPROVED BY THE CITY OF DACULA FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF GWINNETT COUNTY, GEORGIA.

DATED _____

OFFICIAL OF THE CITY OF DACULA

V. Additional certifications and approval statements may be required by the City and / or Gwinnett County, as applicable.

AN ORDINANCE

AN ORDINANCE TO AMEND THE CITY OF DACULA PERSONNEL MANUAL, TO PROVIDE FOR BI-WEEKLY PAY PERIODS; AND FOR OTHER PURPOSES.

WHEREAS, the City has reviewed its policies and procedures for employees related to pay periods for employees; and

WHEREAS, the practice of producing payroll each week is unduly burdensome on the City's resources and administrative staff; and

WHEREAS, most other local governments and private employers have set bi-weekly pay periods; 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 Personnel Manual to amend the Personnel Manual to provide for bi-weekly paid periods;

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

SECTION 1.

The existing Section 4.2 is deleted and the following is substituted in its place:

4.2 PAY PERIODS

Employees are paid on a bi-weekly basis, on alternating Fridays. If a regularly scheduled payday falls on a City observed holiday, employees will be paid on the last workday that precedes the holiday.

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 Personnel Manual and to produce and publish a final codified version of the Manual with the amendments and revisions outlined herein.

SECTION 5.

This Ordinance shall take effect with the pay period beginning on October 14, 2022 and continue until amended or modified by the Mayor and City Council.

SO ORDAINED by the governing authority of the City of Dacula, this _____ day of September, 2022.

AYES: ____

NAYES: ____

HUGH D. KING, III
MAYOR, CITY OF DACULA

ATTEST:

HEATHER COGGINS
ACTING CITY ADMINISTRATOR

RESOLUTION TO ESTABLISH PREMIUM PAY FOR ESSENTIAL CITY OF DACULA EMPLOYEES USING FUNDS RECEIVED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021

This Resolution the Mayor and City Council City of Dacula, Georgia Premium Pay for Essential City Government employees using funds received from the American Rescue Plan Act of 2021 ("ARPA").

WHEREAS, the American Rescue Plan Act of 2021 was signed into law on March 11, 2021. The City of Dacula, Georgia has received "ARPA" funding from the United States Treasury. The "ARPA" rules are very specific in limiting the purposes for which cities may spend the funds. The City of Dacula has identified premium pay for essential government employees as an authorized use of "ARPA" funds.

WHEREAS, an "Essential Worker" is one for which "any work performed by an employee of the state, local or tribal government or workers needed to maintain continuity of operations of critical infrastructure sectors. "Essential Work" is "work involving regular in-person interactions or regular physical handling of items that were also handled by others, but does not include a worker who teleworked from a residence."

WHEREAS, City of Dacula employees continued to provide (and do continue to provide) essential government services during the pandemic at the risk of exposure to COVID-19. There is a legitimate public need to pay premium pay under the terms of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DACULA that the requirements of Federal law having been met, and the need to compensate the City's Essential Workers having been established, the use of Federal "ARPA" funds to establish and make a payment of premium pay is approved for all essential employees meeting the following criteria:

City employees classified as full-time employees by the Human Resource Department are to receive a one-time payment of \$2,500.00 on October 7, 2022

The Mayor and City Council hereby direct the Finance and Human Resource Department to carry out the terms of this resolution and make the payments contemplated herein on the date listed herein.

SO RESOLVED and ADOPTED this 1st day of September, 2022 by the Governing Authority of the City of Dacula.

AYES _____

NAYS _____

ATTEST:

HUGH D. KING, III MAYOR

HEATHER COGGINS,
ACTING CITY ADMINISTRATOR

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, Director of Planning & Economic Development
DATE: August 16, 2022
SUBJECT: Dacula Crossing Subdivision 2023 LMIG Application

The roads within the Dacula Crossing subdivision have deteriorated and are experiencing asphalt failures. As such, staff recommends utilizing the FFY 2023 Local Maintenance and Improvement Grant (LMIG) monies (\$72,862.23) to make asphalt pavement improvements to Dacula Ridge Drive and Dacula Ridge Court. Said improvements include 6" deep patch milling sections of asphalt failures, standard 2 1/2" asphalt milling, asphalt repaving, replacing street signage, and restriping. The listed corrections would serve to bridge insufficient subsurface soil conditions while correcting failures in the existing roadway. The OPCC (Opinion of Probable Construction Cost) totals \$327,060.

Staff requests a motion from Council to authorize the Mayor to sign and submit the 2023 LMIG Application to the Georgia Department of Transportation for their consideration.

Best Regards,

Brittni Nix, Director of Planning & Economic Development

September 1, 2022

Mr. Shane Giles
State Aid Coordinator
Georgia Department of Transportation
District 1 Office of Traffic Operations
1475 Jesse Jewell Pkwy NE, Suite 100
Gainesville, Georgia 30501

RE: LMIG Grant Application
2023 Program

Dear Mr. Giles:

Please find attached the completed LMIG 2023 Grant Application. The City of Dacula has identified Dacula Ridge Drive and Dacula Ridge Court in Dacula Crossing Subdivision that are in need of Asphalt Pavement Milling and Repaving.

The asphalt pavement improvements project as identified in the application, Dacula Ridge Drive and Dacula Ridge Court is 0.47 miles in length. The City plans to start engineering design in January of 2023 and construction around beginning of March 2023.

The status of previous funding for the City of Dacula includes:

- 1) 2020 LMIG Church Street and Pharr Avenue – Storm Drainage Replacement Project. Project is complete.
- 2) 2021 LMIG Robin Ridge Drive, Tecca Court, and Joey Court Asphalt Paving Improvements / Sidewalk Project. Project is complete.
- 3) 2022 LMIG Brookton Station Subdivision Asphalt Milling and Repaving Improvements / Sidewalk Replacement Project. Project is waiting on approved CDBG Grant Funding with Gwinnett County and will be designed and constructed as soon as notice to proceed is awarded within next month or so.

If you have any questions, or require additional information, please call.

Sincerely,

Honorable Hugh D. King, III
Mayor, City of Dacula

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2023
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government’s Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application (“Loss”). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

 _____ (Signature)
 _____ (Print)
 Mayor / Commission Chairperson
 _____ (Date)

 E-Verify Number

Sworn to and subscribed before me,
 This ____ day of _____, 20 ____.
 In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

 My Commission Expires:

NOTARY PUBLIC SEAL:



August 10, 2022

Trey King, Mayor
City of Dacula
442 Harbins Road
Dacula, GA 30019

RE: FFY 2022 CDBG Award Increase

Dear Trey King:

Gwinnett County has received an increased allocation amount from the U.S. Department of Housing and Urban Development during the FFY 2022 funding cycle. As such, we are pleased to announce that Gwinnett County has increased the award allocation amount for **City of Dacula** from \$500,000.00 to **\$674,060.00** for the FFY 2022 CDBG **Public Facility: Infrastructure Improvements** activity. CDBG funds provided through this agreement must be fully expended no later than **June 30, 2023**, as defined in the subrecipient agreement amendment.

Attached are (3) copies of the FFY 2022 Community Development Block (CDBG) Public Facility: Infrastructure Improvements Subrecipient Agreement Amendment. Please **sign, date, seal** and **return** to our office by **September 9, 2022**.

Should you have any questions concerning this grant award, please contact our office via phone at (678) 518-6008 or email at cdbg@gwinnettcounty.com.

We are excited to work with your organization and look forward to a successful partnership!

Sincerely,

A handwritten signature in blue ink that reads "Eryca Fambro" with a stylized flourish at the end.

Eryca Fambro
Director

Enclosure

cc: Heather Coggins, Acting City Administrator, City of Dacula
Kenneth Morris, Grants Manager, Gwinnett County Department of Financial Services
LaShondra Wells, Deputy Director, Gwinnett County Community Development Program

**AMENDMENT #1
SUBRECIPIENT AGREEMENT FOR THE
USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GWINNETT COUNTY, GA AND CITY OF DACULA
GRANT NO. (B-22-UC-13-0004)**

The Gwinnett County Board of Commissioners (Grant Recipient) hereby offers an amendment to **City of Dacula** (Subrecipient). The amendment will **increase** the FFY 2022 CDBG Public Facility Infrastructure Improvements award of \$500,000.00 by \$174,060.00 to a final award of **\$674,060.00**.

IS AMENDED TO READ

Page 1 Paragraph 3; Award Increase

WHEREAS, \$674,060.00, from FFY 2022 CDBG funds has been awarded to the Subrecipient; and

Page 14, RESOLUTION OF THE GOVERNING BOARD; Award Increase

Paragraph 2

WHEREAS, the Gwinnett County Board of Commissioners has awarded \$674,060.00 from FFY 2022 CDBG Program funds to the City of Dacula for Brookton Station S/D - Asphalt Milling, Repaving, and Sidewalk Replacement Improvements.

Paragraph 3

1. Acceptance of an FFY 2022 Community Development Block Grant [CDBG] Program award of \$674,060.00 from the Gwinnett County Board of Commissioners to City of Dacula

Exhibit 2: Scope of Services; Award Increase

ACTIVITY DESCRIPTION

CDBG funds were awarded to **City of Dacula** for the project titled **Brookton Station S/D - Asphalt Milling, Repaving, and Sidewalk Replacement Improvements**, in the amount of **\$674,060.00** for Public Service activities as defined in Table 1 in the Activity Description Section of this Exhibit. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date, **June 30, 2023**.

All other terms of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES, THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES, HAVE SET THEIR HAND AND SEALS.

Gwinnett County

City of Dacula

Eryca Fambro
Community Development Program Director

Trey King
Mayor

Date

Date

Buffy Alexzulian
Director of Financial Services

Date

Attest:

Attest:

Tina King
County Clerk

Heather Coggins
Acting City Administrator

Date

Date

Seal

Seal

TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, Director of Planning & Economic Development
DATE: August 18, 2022
SUBJECT: Brookton Station improvement proposal

The City of Dacula staff requested a proposal from McFarland Dyer & Associates (MDA), a Bowen Company, to design and bid the Brookton Station improvement project. The provided proposal includes creating construction documents, bid management, and construction administration for \$38,000.

The improvement project includes milling and repaving streets, repairing curb and gutter, and replacing damaged sidewalks in Brookton Station. The project was awarded \$500,000 through FFY 2022 CDBG (Community Block Development Grant) and has an OPCC (opinion of probable construction cost) of \$674,060.77 dated April 16, 2021. Additional monies for the improvement project are available in 2017 SPLOST funds.

Staff requests approving MDA's proposal in the amount of \$38,000 for the stated services as provided.

Best Regards,

Brittni Nix, Director of Planning & Economic Development

August 17, 2022

Heather Coggins
 City Administrator
 City of Dacula
 P.O. Box 400
 Dacula, Georgia 30019

Re:	Brookton Station Subdivision Asphalt Milling/Repaving & Sidewalk Replacement Project (CDBG 2022) (the "Project") Dacula, Gwinnett County, Georgia 30019 Proposal to provide Engineering Services (the "Proposal") Proposal No. 21-0114
------------	---

Dear Ms. Coggins:

We are pleased to submit this Proposal to provide Engineering 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
1	Engineering Phase Bowman will utilize Gwinnett County GIS to prepare construction documents (CDs) for the scope of the work. We will walk the project with the city to identify and mark deep patch milled areas and sidewalk replacement areas. This includes: <ul style="list-style-type: none"> • Field Site visits with City for Scope and Measurements. • Meeting with City to review engineering documents. • Update OPCC. • Prepare: <ul style="list-style-type: none"> • Demolition plans • Site layout plans to identify deep patch milling and sidewalk replacement areas. • Soil and erosion control plans and details • Construction details 	Lump Sum	\$20,000.00
2	Bid Phase Bowman will prepare Bid documents and coordinate advertising for bid to contractors. Services to include: <ul style="list-style-type: none"> • Prepare contract bid documents. • Provide bid documents to potential bidders. • Prepare advertisement for bid and send to appropriate advertisers. • Respond to requests for information during bid phase. • Prepare addenda as required. • Attend bid opening as the owner's representative. • Evaluate bids. • Award the contract. 	Lump Sum	\$8,000.00

3	Construction Administration Phase <ul style="list-style-type: none">• Daily/weekly site visits as needed.• Coordinate with contractor on construction and/or questions.• Review and respond to request for informations and/or change orders.• Review paving and concrete mix submittals, shop drawings, etc.• Review and approve Pay Applications.• Coordinate project closeout, prepare closeout documents and coordinate with contractor to complete required items.	Lump Sum	\$10,000.00
		Total Lump Sum	\$38,000.00

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
Director of 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 2022

Reprographic Services

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

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

Delivery Services

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

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

Travel

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

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

Miscellaneous

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

Initials: Bowman *K.W.* / Client

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2022

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

Initials: Bowman *K.W.* / Client

Table 1812018 - DEFAULT 2022 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 *K.W.* / 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 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, except for any negligent acts performed by such individuals.
- 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 Atlanta, Georgia 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 courts located in Georgia 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, by giving notice to Client, revise its Hourly Rate Schedule once each calendar year, but no sooner than twelve (12) months after the date of the Proposal.

- 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 foregoing, 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) 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 (c) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.
- 18. Miscellaneous.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or

other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

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

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

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

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

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

Initials: Bowman *K.W.* / Client

Signature Certificate

Reference number: 8KJHF-ENX38-JBGR5-WTL86

Signer	Timestamp	Signature
Kevin Whigham Email: kwhigham@bowman.com		
Sent:	18 Aug 2022 15:11:52 UTC	
Viewed:	18 Aug 2022 15:14:41 UTC	
Signed:	18 Aug 2022 15:15:44 UTC	
Recipient Verification:		IP address: 96.83.9.209
✓Email verified	18 Aug 2022 15:14:41 UTC	Location: Buford, United States

Document completed by all parties on:
18 Aug 2022 15:15:44 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



TO: Mayor and City Council of the City of Dacula
FROM: Brittni Nix, Director of Planning & Economic Development
DATE: August 24, 2022
SUBJECT: Bid results for McMillan Road stormwater improvements

The City requested bids for the approved McMillan Road stormwater improvements project. Improvements to the existing storm sewer system are intended to alleviate the current flooding issue in the area.

The bid results are below:

Zaveri Enterprises, Inc. - \$506,000.00
Summit Construction & Development, LLC - \$695,933.50
Allied Paving Contractors, Inc. - \$760,575.00
The Dickerson Group, Inc. - \$874,890.00
Site Engineering, Inc. - \$1,297,000.00

The lowest qualified bid was \$506,000 from Zaveri Enterprises, Inc., which is under the opinion of probable construction cost of \$576,043.05. Staff recommends awarding the bid to Zaveri Enterprises, Inc. at \$506,000 and authorizing the Mayor and Acting City Administrator to execute all necessary documents to implement the subject project.

Best Regards,

Brittni Nix, Director of Planning & Economic Development

4174 Silver Peak Parkway, Suwanee, GA 30024

Office 770.932.6550 • Fax 770.932.6551 • bowman.com

August 22, 2022

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

RE: Bid Evaluation & Recommendation
22-0310_McMillan Road Stormwater Improvements Project

Dear Mayor & Council,

We have reviewed the bids which were submitted to the City of Dacula on August 18, 2022 for the McMillan Road Stormwater Improvements Project. The Bidders and their bid amounts are listed below beginning with the apparent lowest Bidder for work described in Section 00 300 and set forth as Total Bid in the Bid Proposal Form.

Bid Submitted By:	Addenda #1 Attached	Bid Bond Attached	Total Bid
** Zaveri Enterprises, Inc.	X	X	\$506,000.00
Allied Paving Contractors, Inc.	X	X	\$760,575.00
Site Engineering, Inc.	X	X	\$1,297,000.00
The Dickerson Group, Inc.	X	X	\$874,890.00
Summit Construction & Development, LLC	X	X	\$695,933.50

**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 "McMillan Road Stormwater Improvements Project" be awarded to Zaveri Enterprises, Inc. with a Total Bid in the amount of **Five Hundred Six Thousand, and 00/100 Dollars (\$506,000.00)** with said amounts determined as representing the lowest, responsive, responsible bid for the Work as illustrated by the Specifications and Drawings entitled

City of Dacula
McMillan Road Stormwater Improvements Project
Page 2 of 2

"McMillan Road Stormwater Improvements Project" prepared by Bowman Consulting Group, Ltd. dated June 24, 2022.

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 or as agreed upon by the City.

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

Sincerely,
Bowman Consulting Group, Ltd.



Kevin D. Whigham, P.E.
Director of Engineering
KDW/mrf

(P: 2022/0310/Bid/Letter of Recommendation)

City of Dacula			
Job # 22-0310			
McMillan Stormwater Improvements Project			
August 18, 2022 @ 3:00 p.m.			
Bid Submitted By:	Addenda #1 Attached	Bid Bond Attached	Total Bid
Zaveri Enterprises, Inc.	✓	✓	\$ 506,000
Allied Paving Contractors, Inc.	✓	✓	\$ 760,575
Site Engineering, Inc.	✓	✓	\$ 1,297,000
The Dickerson Group, Inc.	✓	✓	\$ 874,890
Summit Construction + Development, LLC	✓	✓	\$ 695,933.50
Sealed Bids opened & reviewed by: Kevin D. Whigham			
Recorded Bids by: Kevin D. Whigham			

MEMORANDUM



TO: Mayor & City Council

FROM: Heather Coggins, Assistant City Administrator

RE: FY2023 Employee Benefits

The purpose of this memo is to breakdown the changes to the FY2023 Employee Benefits as included in the 2023 budget. Below, I have a comparison chart to the Health, Vision, Dental, Life & Accident Death, and Short Term Disability.

	FY2022 Plan	FY2023 Plan
<i>Health</i>	Anthem Open Access POS 80/60 Plan	Anthem Open Access POS 80/60 Plan
	\$1,500 employee \$4,500 family In network deductible \$4,500 employee \$9,000 family Maximum (in network) out of pocket limit	\$3,000 employee \$9,000 family In network deductible \$6,500 employee \$13,000 family Maximum (in network) out of pocket limit
	Physician Copays Primary Care - \$40 Specialist - \$50 Well Visits (Yearly Physical) \$0	Physician Copays Primary Care - \$40 Specialist - \$50 Well Visits (Yearly Physical) \$0
	Emergency Room \$200 Urgent Care \$60	Emergency Room \$200 Urgent Care \$60
<i>Prescriptions</i>	Aetna Generic \$10 Brand \$35 Non-Preferred \$60	Aetna Generic \$10 Brand \$35 Non-Preferred \$60
<i>Vision</i>	Blue View Vision Eye Exam Copay \$10 Eye Glasses Frames Allowance \$180	Blue View Vision Eye Exam Copay \$10 Eye Glasses Frames Allowance \$180
<i>Dental</i>	Delta Dental Annual Maximum Benefit \$1,500 (per person) Annual Deductible \$50 Family Deductible \$150 Orthodontic Coverage (children) Lifetime max \$1,000	Delta Dental Annual Maximum Benefit \$1,500 (per person) Annual Deductible \$50 Family Deductible \$150 Orthodontic Coverage (children) Lifetime max \$1,000
<i>Life & AD&D</i>	Coverage offered to Employee Only Benefit amount \$10,000	Coverage offered to Employee Only Benefit amount \$10,000
<i>Short Term Disability</i>	\$300 per week maximum	\$300 per week maximum

Currently, the City contracts with the Georgia Municipal Association for employee insurance services. In 2022, the rates decreased. Therefore, an increase was expected by the Finance Department. In order to stay with the current 2022 policy, it would create a 15% rise in the budget. As such, three alternative plans were requested. Fortunately, GMA had very comparable plans with which the insurance company and coverage did not change, only the deductible increased. After a review, the second plan was decided the most feasible. This plan increases the deductible while only raising the cost to the budget by 8%.

To offset the increase in deductibles the City allows employees to participate in a flexible spending account through Admin America. These accounts allow employees to contribute up to \$2,850 per year in pre-taxed dollars (2022 IRS contribution rate). This money can be used to pay for eligible medical, dental and vision expenses.

Staff request this plan be approved and the Declaration be executed as open enrollment for 2023 will begin in November.

FOR GMEBS USE ONLY
DECLARATION EFFECTIVE DATE
01 / 01 / 2023

Item 14.

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH, DENTAL & VISION BENEFITS
DACULA**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER (“ALE”) UNDER THE AFFORDABLE CARE ACT (“ACA”). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL “FULL TIME EMPLOYEES” AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS; TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Health Dental Vision

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer’s Governing Authority. This would include the Chief Legal Officer, Associate Legal Officer and Municipal Judges unless identified as being excluded by Employer below.

N/A

Health Dental Vision

Exclude from Benefits: (EMPLOYER FILL IN BOX WITH "X")

Chief Legal Officer Associate Legal Officer Municipal Judges

1C. [For ALE’s only - Participating Employers that are ALE’s may determine that certain workers who do not meet the definition of a Regular Employee above are “ACA Full-Time Employees.” For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE’s may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Item 14.

Individuals who are hired or take office into an Eligible position after the Employer's effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position.

0 30 45 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE's only - The waiting period elected above applies for any newly hired workers the Employer identifies as being "ACA Full-Time Employees" pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer's waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the "Health" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	POS 80/60 3000	x			x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the "Dental" box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER VISION PLAN ELECTION

If the "Vision" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicates whether coverage is requested for eligible dependents:

	Employee	Employee + Spouse	Employee + Child	Family
x	x			x

SECTION 6. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Ms. Heather Coggins

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 7. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS' approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended.

VISION PARTICIPATION AGREEMENT

Item 14.

- By electing Vision Coverage, Employer is electing to participate in the Master Policy for Anthem Vision Coverage held by GMEBS (the Policyholder.)
- The eligibility and waiting period provisions elected above are incorporated by reference in this Vision Participation Agreement.
- Employer shall fulfill the obligations of the "group" or the "employer" set forth in the Vision Coverage Certificate.
- The Employer affirms that it will not offer any other vision coverage while offering Vision Coverage through GMEBS.
- If the Employer engages in fraudulent conduct or misrepresentations when requesting or offering Vision Coverage, Anthem has the right to rescind, cancel or terminate the Employer's participation in the Anthem Vision Coverage effective on the date of the fraudulent conduct or misrepresentation, regardless of the date of Anthem's discovery of such conduct. The Employer shall be liable to Anthem for any and all payments made or losses or damages sustained by Anthem arising as a result of such conduct.
- In the event the Employer has failed to provide to Anthem's satisfaction, any information requested by Anthem, Anthem may terminate the Employer's participation in Vision Coverage upon thirty (30) days written notice.
- If the Employer fails to timely notify the Life & Health Program Administrator of an employee or dependent's loss of eligibility, and Anthem is unable to recover claim amounts paid to an ineligible individual, the Employer shall be liable to reimburse Anthem for all unrecovered claim amounts paid.
- Employer agrees not to impede any individual enrolled in Employer's Vision Coverage from performing his or her obligations under the Certificate of Coverage, and agrees to assist such individuals in performing their obligations.

Approved by the Mayor and Council/Commission of the City of DACULA , Georgia this _____ day of _____, 20_____.

Attest:

CITY OF _____, GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

Item 14.

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By: _____

Memorandum

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

From: Brittini Nix, Director of Planning and Economic Development

Date: August 18, 2022 (*Updated August 30, 2022*)

Subject: 2022-CD-AA-02 & 2022-CD-RZ-02

Proposed Zoning: C-2 (General Commercial District, City of Dacula)

Existing Zoning: RA200 (Agriculture-Residence District, Gwinnett County)

Size: 4.52 acres

Proposed Use: Commercial

Applicant: Retail Planning Corporation
35 Johnson Ferry Road
Marietta, Georgia 30068

Owner(s): James Roy Greeson Pervie Venable Greeson, Jr.
109 Idlewood Acres 335 Lipscomb Spur
Hartwell, Georgia 30643 Social Circle, GA 30025

The Estate of Marion Laverne Rogers c/o Ronnie Wayne Dutton, Jr Executor
6412 Cutcane Road
Mineral Bluff, GA 30559

Location: LL 277 - 5th District, Parcel 077

Existing Land Use and Zoning:

The subject property totals 4.52 acres and is located in the northwestern quadrant of the Harbins Road and West Drowning Creek Road intersection. The site is comprised of one (1) parcel and contains a barn on-site. The majority of the property is surrounded by residential unincorporated Gwinnett County zoning districts such as RA-200 (Agriculture-Residence District). Across Harbins Road are various uses including an existing gas station / convenience food mart and a planned mixed-use development comprised of commercial, multi-family, and senior living, which is actively under construction. Staff notes the property across West Drowning Creek Road has submitted annexation and rezoning applications for a planned mixed-use development.

The Proposed Development:

The Applicant has requested annexing the 4.52-acre site into the City of Dacula and rezoning the subject property from RA200 (Agriculture-Residence District, Gwinnett County) to C-2 (General

Commercial District, City of Dacula) to allow for commercial uses. Application materials indicate that the applicant intends to develop the property for a convenience store with gas pumps, fast food restaurant and/or retail shops.

The site plan for the corner lot depicts two (2) access points; one for each road. Each access point has a dedicated right turn lane. The Harbins Road access point is restricted to right-in, right-out access. The internal site drive lanes provide direct access to each proposed tract and the adjacent northern property for potential future development. An increase in traffic is likely due to visiting customers and the commercial nature of the businesses. Staff notes that a traffic signal for the Harbins Rd and West Drowning Creek Rd intersection has been permitted by Gwinnett County Department of Transportation.

The northern and eastern property boundaries currently abut unincorporated residentially zoned properties, which requires an undisturbed buffer per Article XI of the Zoning Resolution. The Applicant has proposed replacing the 75' undisturbed buffer with a 25' landscape buffer on the northern and eastern property boundary for screening.

The City of Dacula's 2019 Comprehensive Plan labels the subject property as Community Mixed Activity Use Center on the Future Land Use Map. Community Mixed Use land uses are defined as "relatively large-scale (40,000 to 100,000 square feet) of commercial, office, and institutional facilities which serve surrounding neighborhoods. They may include some mix of uses, including commercial areas that primarily cater to the community as a whole" (The City of Dacula, Georgia 2019 Comprehensive Plan, page 7.14). The proposed commercial uses follows the description of Community Mixed Use. Furthermore, the Gwinnett County 2040 Unified Plan designates the subject parcel within the Innovation District, which is consistent with the proposed uses.

Summary:

A convenience store and restaurant would remain consistent with the emerging commercial development pattern surrounding the intersection of Harbins Road and West Drowning Creek Road and could therefore, be approved as requested. However, conditions should be placed on the property to ensure that adverse impacts are not introduced onto neighboring or adjacent properties. As such, the Department recommends that the requested annexation and rezoning be approved with conditions at this location.

Comprehensive Plan:

The subject parcel is designated as a Community Mixed Activity Use Center on the City of Dacula's 2030 Future Development Map and designated Innovation District on the Gwinnett County 2040 Unified Plan.

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 annexation and rezoning will permit a use that is suitable in view of the use and development of an adjacent and nearby property?***

The requested C-2 zoning is consistent with the emerging commercial nature of the intersection and the recently approved planned mixed-use development across Harbins Road. Therefore, the proposed commercial zoning could be considered suitable as proposed.

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

With the recommended conditions, adverse impacts on surrounding properties would be mitigated and minimized.

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

Yes, the property has reasonable economic use as currently zoned.

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

With the proposed conditions, excessive and burdensome use of existing streets, transportation facilities, or utilities would be minimized.

5. *Whether the proposed annexation and rezoning request is in conformity with the policy and intent of the Land Use Plan?*

The requested C-2 zoning is consistent with the Community Mixed Activity Use Center designation of the 2030 Future Land Use Map indicating the requested C-2 zoning could be considered appropriate as proposed.

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?*

The subject property is located in the northwest quadrant of the intersection of SR 316 (state freeway) and Harbins Road (major collector). Furthermore, the Harbins 316 planned mixed-use development is located across the street. The proposed development would provide a logical transition of intensity between SR 316 and the existing residential uses located along this portion of Harbins Road.

Recommendation:

Based upon the application, the requested annexation and rezoning is recommended for **approval with conditions**.

The Department notes the Planning Commission unanimously recommended approval with staff's revised conditions (dated August 29, 2022) at the Public Hearing on August 29, 2022. Said conditions are below:

Concept Plan and Land Use

1. The property shall be developed for general business, commercial, and/or office uses only. Any substantial deviation from the approved conditions of zoning shall be resubmitted to the Mayor and City Council for consideration. The City Administrator shall determine what constitutes substantial deviation.
2. Only one (1) convenience store with gas pumps shall be permitted.
3. Only one (1) fast food restaurant with or without drive-thru windows and/or curbside service shall be permitted. A fast food restaurant shall be defined as any establishment which dispenses food for consumption on or off the premises, and which has the following characteristics: a limited menu, items prepared in advance or prepared or heated quickly, no table orders, and food served in disposable wrapping or containers. Said definition shall exclude restaurants with drive-thru services whose primary product focuses on specialty coffees or donuts and exclude restaurants without a drive thru in a multi-tenant building.
4. The following uses shall be prohibited:
 - a. Outdoor storage
 - b. Car Wash
 - c. Taxidermist
 - d. Automobile, muffler, and/or brake shop
 - e. Automobile, Tune-up shop
 - f. Contractor's office
 - g. Residential or community shelter
 - h. Automotive sales lots and associated service facilities (new or used)
 - i. Boarding and rooming houses
 - j. Quick oil change store
 - k. Tire store
 - l. Van, moving, or truck rental
 - m. Auto body repair shop
 - n. Building materials sales with outdoor storage
 - o. Heavy equipment and farm equipment rental or sales and service
 - p. Mobile home or mobile building leasing or sales lots (new or used)

Architectural Design

5. All building exteriors shall be constructed of brick, stone or stucco. All buildings shall have flat roofs with architectural treatments to include canopies and parapets. Mechanical, HVAC and like systems shall be screened from street level on all sides by an opaque wall of brick, stucco, split faced block, or similar material approved by the Department of Planning and Development. Architectural design shall lend the appearance of multi-tenant occupancy; facades of multi-tenant buildings shall be varied in depth and parapet height. Final architectural plans and color palate shall be submitted to the City for approval.
6. Elevated or roof mounted mechanical, HVAC and like systems shall be positioned in such a way as to not be visible from the front street level or parking areas of the development. Final architectural plans and color palate shall be submitted to the Department of Planning and Development for approval.
7. Chain link fence shall be prohibited except around the stormwater management pond.

Landscaping and Parking

8. 15-foot wide landscape strips shall be provided along the commercial tract frontage of Harbins Road and West Drowning Creek Road. The landscape strips shall be planted so as to not impede sight distance along said roads. A landscape plan shall be submitted to the City for approval prior to the issuance of a development permit.

Provide non-ornamental shade trees spaced 30-feet on-center along the Harbins Road and West Drowning Creek Road rights-of-way and along the southern side of the rear access drive. All street trees shall be a minimum 3-inch caliper (dbh) at the time of planting. Street trees shall be planted at least six-feet from back-of-curb subject to review and approval of the City of Dacula and Gwinnett Department of Transportation.

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

- a. Willow Oak
 - b. Overcup Oak
 - c. Nuttall Oak
 - d. Pin Oak
 - e. Shumard Oak
 - f. Lacebark Elm
 - g. Japanese Zelkova
9. The required undisturbed buffer along the rear and side property line shall be eliminated and replaced with 25-foot wide landscape strips. Landscape strips shall be planted with a single row of Leyland Cypress trees, planted 30-foot on center.
 10. A parking lot landscape plan shall be submitted to the City for approval prior to a development permit issuance. At a minimum, the landscape plan shall include monument sign locations and should ensure that each parking island/strip will have a minimum of one

- (1) ornamental shade tree per 25 feet. Fifty (50) percent of all parking area trees shall be a minimum of 2-inch dbh caliper and fifty (50) percent shall be a minimum of 3-inch dbh caliper.
11. All trash dumpsters shall be screened by an enclosure using the same exterior building material as the adjacent occupied buildings. Pickup shall be limited to the hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday. Dumpster enclosures shall remain closed, locked, and in good repair at all times.
 12. Specimen trees on-site shall be saved when feasible.
 13. Natural vegetation shall remain on the property until issuance of a land disturbance permit.

Signage and Advertising

14. Oversized signs or billboards shall not be permitted.
15. Ground signage shall be limited to one monument-type sign for each commercial lot fronting Harbins Road. Each sign is limited to a maximum 50-square foot of advertising space. Monument signs shall not exceed a maximum of 6-foot in height and shall be constructed with a brick base (minimum two feet in height) matching the materials of the buildings. Neon signs shall be prohibited. Signs shall be set back 15-feet from right-of-way of Harbins Road and located so as to not impede site distance along Harbins Road. Sign location and design subject to review and approval by the City of Dacula.
16. Blinking, exposed neon, portable, inflatable and temporary signage shall be prohibited.
17. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site without appropriate permit(s). No decorative balloons or hot-air balloons shall be displayed on the site.
18. Live human advertisement shall be prohibited within the subject area. This includes, but is not limited to, sign spinners, twirlers, dancers, clowns, and / or other similar temporary advertising methods commonly provided by costumed or animated humans.

Transportation and Infrastructure

19. A five-foot sidewalk shall be required adjacent to Harbins Road and West Drowning Creek Road rights-of-way. The sidewalk location shall be reviewed and approved by the City of Dacula and Gwinnett County Department of Transportation.
20. A five-foot wide sidewalk shall be required along the rear access drive. Sidewalk shall be constructed with an additional 2-foot by 8-foot pad approximately every 300 linear feet to accommodate pedestrian amenities such as benches, planters, and trash containers. All such required amenities shall be decorative, commercial-quality fixtures. Sidewalk design and placement of any of these amenities shall be reviewed and approved by the City of Dacula.
21. Prior to the issuance of a development permit, the developer shall complete a Traffic Impact

Study for the site. The study shall be submitted to the City of Dacula and GCDOT Traffic Engineering for review and approval. Recommended improvements shall be completed at the owners/developer's expense prior to the issuance of any certificates of occupancy for the development.

22. Coordinate with Harbins 316 planned mixed-use development to provide a full center turn lane along Harbins Road in lieu of a right-in, right-out drive lane, as required by Gwinnett County DOT.
23. Align West Drowning Creek Road entrance with the proposed driveway for DRI 3700 (Harbins 2) as feasible. The entrance location shall be reviewed and approved by the City of Dacula.
24. Provide a sight distance verification for each driveway. The number, location and design of all access driveways will be subject to review and approval by GCDOT Traffic Engineering and the City Of Dacula.
25. Widening/entrance plans shall be submitted for review and approval by the City of Dacula and Gwinnett County Department of Transportation. It shall be the responsibility of the applicant to secure at no cost to Gwinnett County all necessary right-of-way to implement the required improvements.
26. Provide decorative light poles / fixtures adjacent to (not on) Harbins Road right-of-way and the rear access drive. Streets lights shall be staggered, 150 feet on-center. Light poles shall be black and a maximum 20 feet high. All street lighting shall be subject to review and approval of the City of Dacula and Gwinnett County Department of Transportation. Where applicable, streetlights shall be placed adjacent to required pedestrian amenity sidewalk pads. The property owner shall be responsible for street light maintenance and lighting fees. A separate lighting plan showing type of light and locations shall be submitted to the City for review and approval.
27. Parking lot lighting shall be directed in toward the property so as not to shine directly onto adjacent properties.
28. All new utility lines shall be located underground. The developer shall be responsible for the relocation of public or private utilities and stormwater infrastructure.
29. Utilities shall be placed on the developer's property whenever possible, appropriate access and maintenance easements shall be filed at the time of final plat approval for any one parcel or section of the subject development.
30. All vehicular access onto the proposed rear access drive must meet the City of Dacula's project access improvement standards of a public road. All improvements shall be provided by the developer.
31. Interparcel access drive shall be provided to parcel #5277 043.

Page 1
APPLICATION FOR ANNEXATION
CITY OF DACULA
P. O. BOX 400
DACULA, GEORGIA 30019-0007

Ordinance No.: _____ Date: 5/26/2022

Final Approval Date: _____ Application No.: 2022-CD-AA-02

I Hereby Request That The Property Described In This Application Be Annexed Into The Dacula City Limits With a Zoning Classification of C2

Address of Property to Be Annexed: NWC of Harbins Road & W. Drowning Creek Road, Dacula, GA 30019

Area: 4.52 Acres, or 196,796 Square Feet _____ Tax Map Number R5277 077

Owner of Property James Roy Greeson *Other owners included on attached sheet.

Telephone Number 706-342-1650

Address 109 Idlewood Acres, Hartwell, GA 30643

Applicant Retail Planning Corporation

Telephone Number 770-956-8383

Address 35 Johnson Ferry Road, Marietta, Georgia 30068

If the Owner and Applicant Are Not the Same, Please Complete Attachment 1.

Resident Population 0 Housing Units 0 Other Buildings 1

Race Population n/a White n/a Black n/a Other _____

A. Reasons For Requesting Annexation: *Give a brief summary of the reasons for requesting annexation:* _____
To rezone property to a commercial use in the City of Dacula

B. Site Plan - All site plans shall draw the location of existing buildings and other improvements to the property.

C. Property Description - A written legal description and recent plat of the property to be submitted.

D. Meeting Dates and Processing of Applications - See Attachment 2.

E. Fee - \$2,250.00

F. Authorization To Inspect Premises - I hereby authorize the Dacula City Council to inspect the premises which are the subject of this annexation application.

G. Petition Requesting Annexation - *Attachment 3 must be completed by owners.*

H. Annexation Questionnaire - *Attachment 4 must be completed.*



Signature of Applicant

PETITION REQUESTING ANNEXATION
CITY OF DACULA, GEORGIA

Date: 5/26/2022

TO THE HONORABLE CITY COUNCIL OF THE CITY OF DACULA, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Council annex this territory to the City of Dacula, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed abuts the existing boundary of Dacula, Georgia, and the description of such territory area is as follows:

Address/Location of Property: _____

NWC of Harbins Road and West Drowning Creek Road, Dacula, Georgia 30019

Tax Map Number R5277 077

See Attached Description.

3. It is requested that this territory to be annexed shall be zoned C2 for the following reasons: Development of a retail use.

WHEREFORE, the Petitioners pray that the City Council of the City of Dacula, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia Laws, do by proper ordinance annex said property to the City Limits of the City of Dacula, Georgia.

Respectfully Submitted,

Owners Address: James Roy Greeson

109 Idlewood Acres, Hartwell, Georgia 30643

*Additional Owners attached.

*Annexation Property Owners – Continued

Pervie Venable Greeson, Jr.

335 Lipscomb Spur

Social Circle, GA 30025

706-342-1650

The Estate of Marion Laverne Rogers c/o Ronnie Wayne Dutton, Jr., Executor

6412 Cutcane Road

Mineral Bluff, GA 30559

706-342-1650

PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Annexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application, As Is Shown In The Records Of Gwinnett County, Georgia.

I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Annexation Request Of This Property.

Name Of Applicant: Retail Planning Corporation, c/o Charlie Heard

Address: 35 Johnson Ferry Road

City: Marietta State: GA Zip Code: 30068

Telephone Number: 770-956-8383



Signature of Owner

PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Annexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application, As Is Shown In The Records Of Gwinnett County, Georgia.

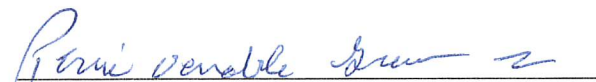
I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Annexation Request Of This Property.

Name Of Applicant: Retail Planning Corporation, c/o Charlie Heard

Address: 35 Johnson Ferry Road

City: Marietta State: GA Zip Code: 30068

Telephone Number: 770-956-8383



Signature of Owner

PROPERTY OWNER AUTHORIZATION

City of Dacula

Application for Annexation

I Swear That I Am The Owner Of The Property Which Is The Subject Matter Of the Attached Application, As Is Shown In The Records Of Gwinnett County, Georgia.

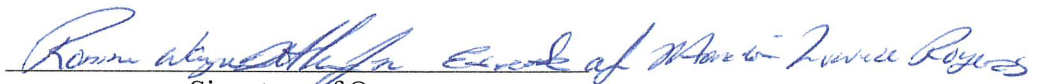
I Authorize The Person Named Below To Act As Applicant In The Pursuit Of An Annexation Request Of This Property.

Name Of Applicant: Retail Planning Corporation, c/o Charlie Heard

Address: 35 Johnson Ferry Road

City: Marietta State: GA Zip Code: 30068

Telephone Number: 770-956-8383


Signature of Owner

City of Dacula
Annexation Questionnaire
Please Type or Print

Property Owner

Name: James Roy Greeson

Address: 109 Idlewood Acres, Hartwell, GA 30643

*Additional Owners attached.

Business Phone: 706-324-1650

Home Phone:

Address of Property to be Annexed: NWC of Harbins Road and West Drowning Creek Road, Dacula, GA 30019

Petitioner (if different)

Retail Planning Corporation

35 Johnson Ferry Road

Marietta, GA 30068

770-956-8383

Gwinnett County Zoning RA200

Property Annexed as C2

Description: General Business District

District: 5 Land Lot: 277 Parcel: R5277 077

Assessed Value: \$53,040.00 Acreage: +/- 4.52

List each adult living on site:

n/a

List number of Individuals by race:

n/a

Describe any other structure(s) on site:

Dilapidated wood barn, 828 square feet footprint

Petitioner(s) Retail Planning Corporation, c/o Charles F. Heard, Jr.

CITY OF DACULA

MEETING DATES AND PROCESSING OF APPLICATIONS

If your application is found to be valid, the City will notify you. The City will place a legal advertisement in the Official News Organ (Gwinnett Daily Post) advertising the Public Hearing, not less than 15 days not more than 45 days from the time of the validity determination.

The Mayor and City Council meet on the first Thursday of each month at 7:00 P. M.

The City will notify you of the date and time of the Public Hearing.

Legal Description – Harbins Road @ West Drowning Creek Road

All that tract or parcel of land lying or being in Land Lot 277, 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Beginning at a 5/8-inch rebar set at the southwest corner of the right-of-way intersection mitre of Harbins Road (Variable Right-of-Way) and West Drowning Creek Road (60-foot Right-of-Way) and the TRUE POINT OF BEGINNING; thence along the right-of-way of West Drowning Creek Road (60-foot R/W) South 66 degrees 47 minutes 03 seconds West for a distance of 118.35 feet to a 5/8-inch rebar set; thence continuing along said right-of-way South 68 degrees 57 minutes 03 seconds West for a distance of 105.52 feet to a 5/8-inch rebar set; thence continuing along said right-of-way South 71 degrees 06 minutes 03 seconds West for a distance of 205.29 feet to a 1/2-inch rebar found; thence leaving said right-of-way of West Drowning Creek Road North 30 degrees 11 minutes 12 seconds West for a distance of 429.60 feet to a 38" Hickory Tree; thence North 66 degrees 53 minutes 48 seconds East for a distance of 445.30 feet to a 5/8-inch rebar set on the right-of-way of Harbins Road (Variable R/W); thence continuing along said right-of-way South 31 degrees 02 minutes 49 seconds East for a distance of 415.52 feet to a 5/8-inch rebar set; thence along the right-of-way South 09 degrees 19 minutes 17 seconds West for a distance of 39.55 feet to a 5/8-inch rebar set and the TRUE POINT OF BEGINNING.

Said tract of land contains 4.518 Acres.

R5277 077



- Selection(s)
- Property Parcels
 - County Boundary

N 
5/16/2022

This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or reliability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.



ADJOINING PROPERTY OWNER(S)
RECORD NOTIFICATION

DATE: _____

TO: Billy Joe & Gail Ann Knight
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: Retail Planning Corporation, c/o Charlie Heard

RE: Proposed Change of Conditions Case #: _____

Proposed Rezoning / SUP Case #: _____

Property Location: 5th District, Land Lot 277 Parcel R5277 077

LOCATION/ADDRESS: NWC of Harbins Road and W. Drowning Creek Road
Dacula, GA 30019

You are hereby notified that an application a zoning change from RA200
to C2 has been submitted to the City of Dacula.

The proposed rezoning is contiguous to your property.

The PLANNING COMMISSION Public Hearing/Meeting will be held at the Dacula City Hall,
442 Harbins Rd., Dacula, Georgia on 7/25/2022 at 6:30 P. M. in the Council Chambers.
(date)

The CITY COUNCIL Public Hearing/Meeting will be held at the Dacula City Hall, 442 Harbins Rd.,
Dacula, Georgia on 8/4/2022 at 7:00 P. M. in the Council Chambers.
(date)

If you have any comments or concerns concerning this matter, please plan to attend the public
hearings.

Thank you.

ADJOINING PROPERTY OWNER(S)
RECORD NOTIFICATION

DATE: _____

TO: Johnny Walter Chatham & Wai Kwong Chan
(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

FROM: Retail Planning Corporation, c/o Charlie Heard

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Proposed Rezoning / SUP Case #: _____

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Thank you.

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RECORD NOTIFICATION

DATE: _____

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(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

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Thank you.

Adjoining Property Owners

1. R5277 037
Johnny Walter Chatham & Wai Kwong Chan
2348 W. Drowning Creek Road
Dacula, Georgia 30019

2. R5277 003A
Billy Joe & Gail Ann Knight
801 Harbins Road
Dacula, Georgia 30019

3. R5277 043
Riley Mangum
548 Ardery Road
Paris, Kentucky 40361



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>Retail Planning Corporation</u>	NAME <u>James Roy Greeson</u>
ADDRESS <u>35 Johnson Ferry Road</u>	ADDRESS <u>109 Idlewood Acres</u>
CITY <u>Marietta</u>	CITY <u>Hartwell</u>
STATE <u>GA</u> ZIP <u>30068</u>	STATE <u>GA</u> ZIP <u>30643</u>
PHONE <u>770-956-8383</u> FAX _____	PHONE <u>706-342-1650</u> FAX _____
	*Additional Property Owners Attached

APPLICANT IS THE:

- OWNER'S AGENT
- PROPERTY OWNER
- CONTRACT PURCHASER

CONTACT PERSON Charlie Heard
 COMPANY NAME Retail Planning Corporation
 ADDRESS 35 Johnson Ferry Road
Marietta, GA 30068
 PHONE 770-956-8383 FAX _____

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

PRESENT ZONING DISTRICT(S) RA200 REQUESTED ZONING DISTRICT C2
 LAND LOT(S) 277 PARCEL # R5277 077 DISTRICT(S) 5 ACREAGE 4.52
 PROPOSED DEVELOPMENT OR SPECIAL USE REQUESTED Retail Development

<u>RESIDENTIAL DEVELOPMENT:</u>	<u>NON-RESIDENTIAL DEVELOPMENT:</u>
NO. OF LOTS/DWELLINGS UNITS _____	NO. OF BUILDINGS/LOTS <u>2</u>
DWELLING UNIT SIDE (SQ. FT.) _____	TOTAL GROSS SQ. FEET <u>+/- 7,491</u>

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 2022-CD-KZ-02

***Rezoning Property Owners – Continued**

Pervie Venable Greeson, Jr.

335 Lipscomb Spur

Social Circle, GA 30025

706-342-1650

The Estate of Marion Laverne Rogers, c/o Ronnie Wayne Dutton, Jr., Executor

6412 Cutcane Road

Mineral Bluff, GA 30559

706-342-1650

Legal Description – Harbins Road @ West Drowning Creek Road

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Said tract of land contains 4.518 Acres.



HILLCROSS ASSOCIATES
 ARCHITECTURE
 ENGINEERING
 1480 Pleasant Hill Road
 Atlanta, GA 30309
 Phone: 404.252.2888
 Fax: 404.252.2888
 www.hillcross.com

DATE: 01/11/11
 DRAWN: J. W. WILSON
 CHECKED: J. W. WILSON
 PROJECT: 11-001
 SHEET: 11-001-01

For: Retail Planning Corporation
 35 Johnson Ferry Road
 Marietta, GA 30066
 770.956.4383
 leasing@retailplanningcorp.com

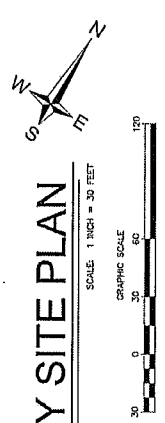
NO.	DATE	REVISION
1	12.22.10	REVISED

PRELIMINARY
 SITE PLAN

CP.8

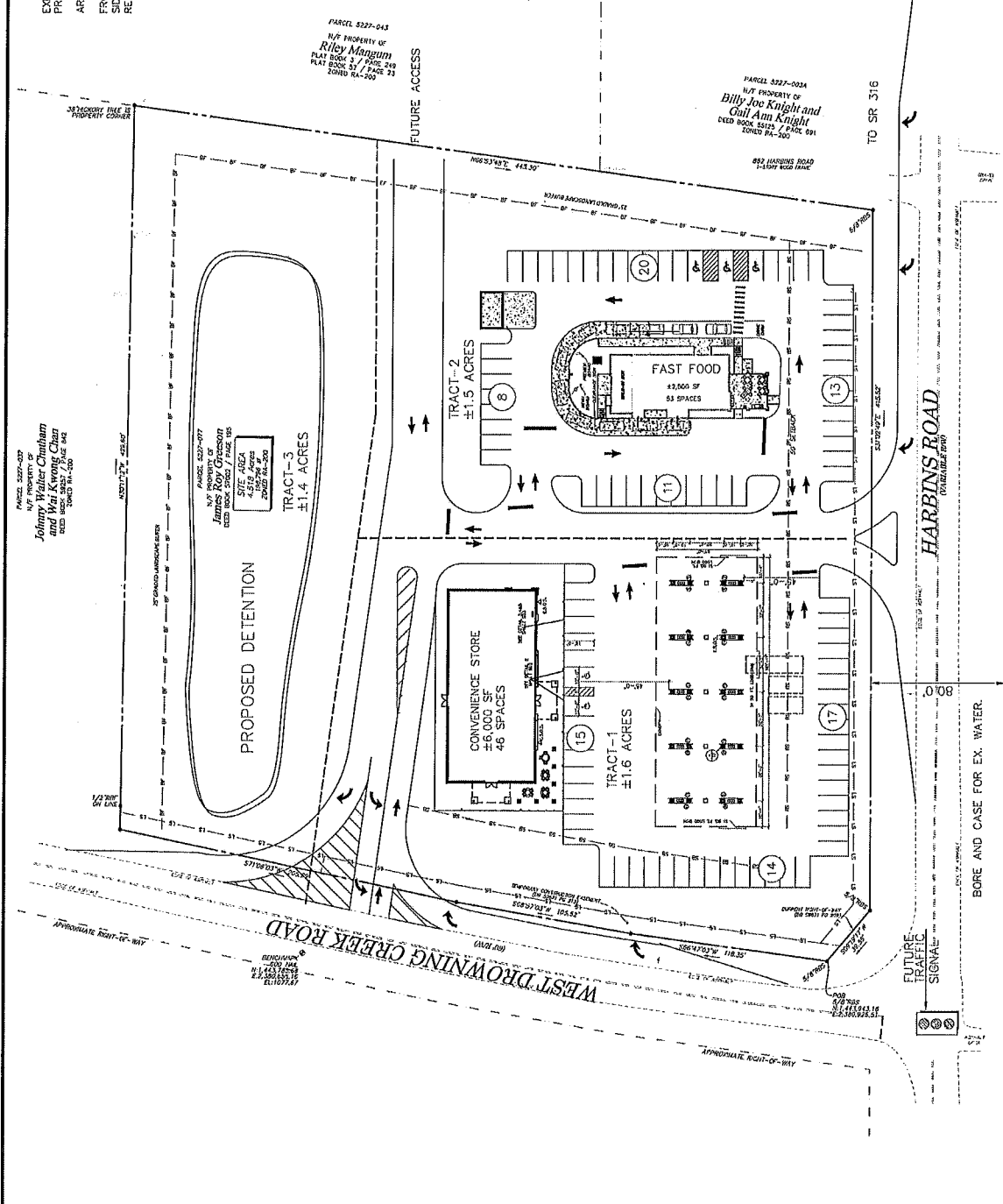
Item 15.

EXISTING ZONING - RESIDENTIAL
 PROPOSED ZONING - C1
 ARTICLE IX SECT. 905
 FRONT YARD - 50' (MAJOR) 50' (INTERIOR STREET)
 SIDE YARD - 10'
 REAR YARD - 15'



PRELIMINARY SITE PLAN

FUTURE
Publix



PARCEL 5227-037
 N/E PROPERTY OF
 Johnny W. Wainwright
 and Wai Kwong Chan
 DEED BOOK 5824 / PAGE 164
 ZONED RA-100

PARCEL 5227-037
 N/E PROPERTY OF
 James Roy Owsen
 DEED BOOK 5824 / PAGE 165
 ZONED RA-100

PARCEL 5227-043
 N/E PROPERTY OF
 Riley Mangum
 PLAT BOOK 1 / PAGE 249
 PLAT BOOK 11 / PAGE 23
 ZONED RA-200

PARCEL 5227-034
 N/E PROPERTY OF
 Billy Joe Knight and
 Gail Ann Knight
 DEED BOOK 5824 / PAGE 161
 ZONED RA-200

FUTURE
 TRAFFIC
 SIGNAL

BORE AND CASE FOR EX. WATER.

Rezoning Application Letter of Intent

Retail Planning Corporation is requesting to rezone +/- 4.52 acres located at the NWC of Harbins Road and West Drowning Creek Road in Dacula, GA, Gwinnett County, parcel number R5277 077, from RA200 to C2, General Business District with a 25' graded landscape buffer along the northern and eastern property line. The intent is to develop a small commercial development that would consist of a convenience store, fast food restaurant and/or retail shops.

Retail Planning Corporation feels that the request is justified as this location has been designated as a commercial intersection. More specifically, +/- 73.85 acres directly across Harbins Road from the subject property was recently rezoned to PMUD, Planned Mixed-Use District, with +/- 62,387 square feet of retail space, 4 commercial outlots, +/- 320 multi-family units, +/- 180 senior living units and a +/- 6.37-acre office tract. A conceptual master plan is attached for reference. In addition, a new full diamond interchange recently finished construction just north of the site at HWY316 and Harbins Road.



PROJECT INFORMATION

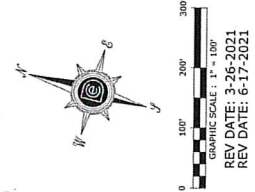
SITE AREA:	73.8 AC
PARKWAY RIGHT OF WAY:	2.77 AC
MAJOR RD RIGHT OF WAY:	0.55 AC
REQUIRED OPEN SPACE (35% OF 73.8):	18.45 AC
PROVIDED OPEN SPACE (35%):	18.45 AC
ACTIVE AREA WITHIN SENIOR:	17.85 AC
ACTIVE AREA WITHIN SENIOR:	9.86 AC
RETAIL TRACT:	14.73 AC
BUILDING AREA:	48,397 SF
MAJOR TENANT:	14,000 SF
SHOPS:	62,397 SF
COMMERCIAL OUTLOTS & OUTPARCELS:	4
OFFICE/COMMERCIAL INDUSTRIAL TRACT:	6.37 AC
APARTMENT TRACT:	22.14 AC
SITE AREA=0.40X(73.8)=18.45:	18.45 AC
NUMBER OF UNITS:	320
NET DEVELOPABLE ZONAL AREA:	1.18 AC
PARKING PROVIDED:	14.48 UNITS
DENSITY PROPOSED:	122.14 UNITS/FAMILY UNITS / SITE
SENIOR LIVING TRACT:	9.39 AC
SITE AREA:	180
NET RECREATIONAL AREA:	0.60 AC
PARKING PROVIDED:	300 SPACES
COMMUNITY PARK:	17.85 AC

Inland Pass

A PLANNED MIXED-USE DEVELOPMENT

LOCATED IN LAND LOTS 299 & 300, DISTRICT 5, DACULA, DOWNEY COUNTY, GA
OWNER AND/OR DEVELOPER:
WWP ACQUISITION, LLC
1959 MONROE DRIVE NE ATLANTA, GEORGIA 30324, PHONE: 404-872-8666

CONCEPTUAL MASTER PLAN
DOULGERAKIS CONSULTING ENGINEERS, INC.
planning • civil engineering • sanitary engineering
400 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-9800



Subject Property



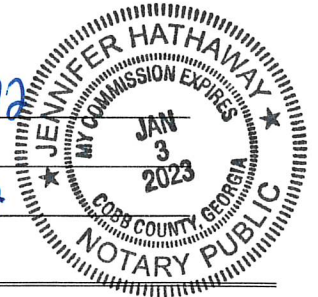
APPLICANT CERTIFICATION

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 5/19/22

Type or Print Name/Title Retail Planning Corporation, c/o Charlie Heard

Notary Public [Signature] Date 5/19/22



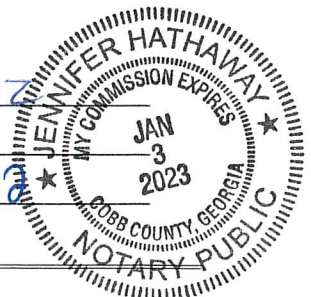
PROPERTY OWNER CERTIFICATION

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 5-16-2022

Type or Print Name/Title James Roy Greeson

Notary Public [Signature] Date 5/16/22



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

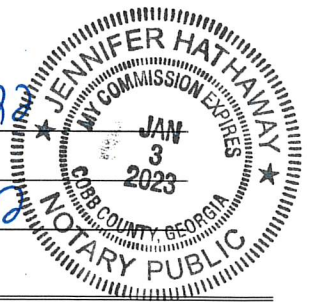
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Signature of Applicant [Signature] Date 5/19/22

Type or Print Name/Title Retail Planning Corporation, c/o Charlie Heard

Notary Public [Signature] Date 5/19/22



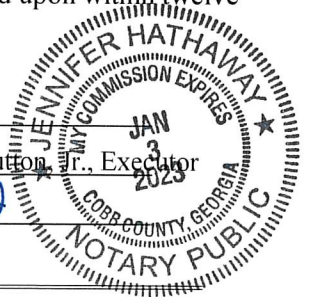
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Signature of Property Owner [Signature] Date 5-17-22

Type or Print Name/Title The Estate of Marion Laverne Rogers, c/o Ronnie Wayne Duffon, Jr., Executor

Notary Public [Signature] Date 5/17/22



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

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ACTION TAKEN _____

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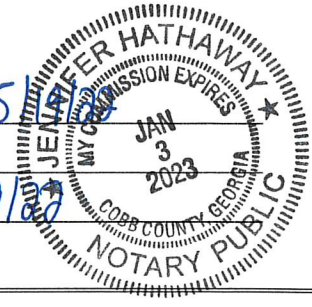
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Signature of Applicant [Signature] Date 5/19/22

Type or Print Name/Title Retail Planning Corporation, c/o Charlie Heard

Notary Public [Signature] Date 5/19/22



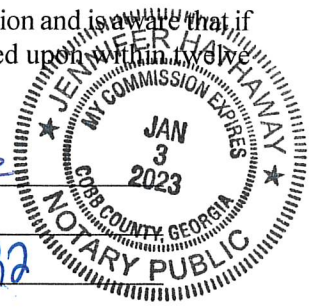
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Signature of Property Owner [Signature] Date May 16 2022

Type or Print Name/Title Pervie Venable Greeson, Jr.

Notary Public [Signature] Date 5/16/22



FOR ADMINISTRATIVE USE ONLY

DATE RECEIVED _____ RECEIVED BY _____ FEE _____ RECEIPT # _____

LAND LOT _____ DISTRICT _____ PARCEL # _____ HEARING DATE _____

ACTION TAKEN _____

SIGNATURE _____ DATE _____

STIPULATIONS _____

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RECORD NOTIFICATION

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(Sent by First Class Mail and Certified Mail - Return Receipt Requested)

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Proposed Rezoning / SUP Case #: _____

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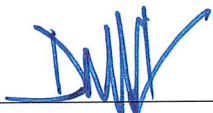
3. R5277 043
Riley Mangum
548 Ardery Road
Paris, Kentucky 40361

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.

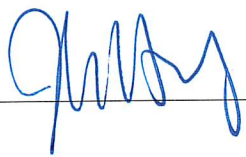
Signature of Applicant  Date 5/24/22

Type or Print Name/Title Retail Planning Corporation, c/o Charlie Heard, EVP Development

Signature of Applicant's Attorney  Date 5.24.2022

Type or Print Name/Title Retail Planning Corporation, c/o David Cooper, Attorney



Notary Public  Date 5/24/22
(Notary Seal)

Official Use Only

DATE RECEIVED _____ ZONING CASE NUMBER _____

RECEIVED BY _____

APPENDIX

(For Informational Purposes)

CONFLICT OF INTEREST IN ZONING ACTIONS

Sec. 36-67A-1.	Definitions
Sec. 36-67A-2.	Disclosure of Financial Interests
Sec. 36-67A-3.	Disclosure of Campaign Contributions
Sec. 36-67A-4.	Penalties

Effective Date: This Chapter became effective July 1, 1984.

Cross References: Codes of Ethics and Conflicts of Interest, T. 45, Ch. 10.

Code Commission Notes: Ga. L. 1986, p. 1269, Sec. 1 and Ga. L. 1986, pa. 1496, Sec. 1, both enacted a Chapter 85 of Title 36. The chapter enacted by Ga. L. 1986, p. 1269, Sec. 1 was redesignated as Chapter 67A of Title 36 pursuant to Sec. 26-9-3.

36-67A-1. **Definitions**

As used in this chapter, this term:

- (1) "Applicant" means any individual or business entity applying for rezoning action.
- (2) "Business entity" means any corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust.
- (3) "Financial interest" means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more.
- (4) "Local government" means any country or municipality of this State.
- (5) "Local government official" means any member of the governing authority of a local government or any member of a planning or zoning commission.
- (6) "Member of the family" means the spouse, mother, father, brother, sister, son, or daughter of a local government official.
- (7) "Property interest" means the direct or indirect ownership of real property and includes any percentage of ownership less than total ownership.
- (8) "Real property" means any tract or parcel of land and, if developed, any buildings or structures located on the land.
- (9) "Rezoning action" means action by local government adopting an amendment to a zoning ordinance which as the effect of rezoning real property from one zoning classification to another. (Code 1981, Sec. 36-67A-1, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

DISCLOSURE & PENALTIES

36-67A-2 Disclosure of Financial Interests

A local government official who:

- (1) Has a property interest in any real property affected by a rezoning action upon which that official is authorized to vote.
- (2) Has a financial interest in any business entity which a property interest in any real property affected by a rezoning action upon which that official is authorized to vote; or
- (3) Has a member of the family having any interest described in paragraph (1) or (2) of this Code section shall immediately disclose the nature and extent of such interest, in writing to the governing authority of the local government in which the local government official is a member. Such disclosures shall be a public record and available for public inspection at any time during normal working hours. (Code 1981, Sec. 36-67A-2, enacted by Ga.L. 1986, p. 1269, Sec.1.).

36-67A-3 Disclosure of Campaign Contributions.

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more or made gifts having in the aggregate a value of \$250.00 or more to a local government official of the local government which will consider the applications, it shall be the duty of the applicant and the attorney representing the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (1) The name of the local government official to whom the campaign contribution or gift was made;
 - (2) The dollar amount of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution; and
 - (3) An enumeration and description of each gift having a value of \$250.00 or more made by the applicant to the local government official during the two years immediately preceding the filing of the application for the zoning change.
- (b) The disclosures required by subsection (1) of this Code shall be filed within ten days after the application for the rezoning action is first filed. (Code 1981, Sec. 36-67A-3, enacted by Ga. L. 1986, p. 1269, Sec. 1)

36-67A-4 Penalties

Any local government official knowingly failing to make a disclosure required by Code Section 36-85-2 shall be guilty of a misdemeanor. Any applicant for rezoning action knowingly failing to make any disclosures as required by Code Section 36-83-3 shall be guilty of a misdemeanor. (Code 1981, Sec. 36-67A-4, enacted by Ga.L. 1986, p. 269, Sec.1.)



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 5/26/2022 APPLICANT Retail Planning Corporation

- 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, property located at a commercial intersection.
- B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property: No, property located at a commercial intersection.
- C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned: No, highest best use commercial.
- 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, Publix development making intersection improvement upgrade.
- E. Whether the proposed rezoning is in conformity with the policy and intent of the Land Use Plan: Yes, commercial zoning across Harbins Road, Publix shopping center under construction.
- 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: New interchange HWY316 & Harbins Road, recent commercial rezoning for Publix anchored shopping center directly across from property.



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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)

CONSTITUTIONAL OBJECTIONS

These Constitutional Objections are submitted on behalf of the applicant and owners (hereafter collectively, "applicant") in the attached rezoning application, as amended, and are directed to the governing authority of Dacula, Georgia. The intent of this statement is to apprise and place the governing authority of Dacula, Georgia on notice that denial of the application submitted by applicant, and any ancillary petitions or applications, would be unconstitutional as stated herein, and to allow said governing authority the opportunity to prevent these unconstitutional actions, as well as to respectfully comply with all notice requirements imposed by the Georgia and Federal judiciary.

The applicant submits that this application, meets all of the criteria specified in state law and the ordinances and regulations of Dacula, Georgia, including, but not limited, its zoning ordinance (collectively, "ordinance"). Any application of the ordinance or action by Dacula, Georgia that would fail to grant the requested application so as to authorize the use requested by the applicant on the entire parcel would constitute an abuse of the zoning authority and be unconstitutional, illegal, null and void.

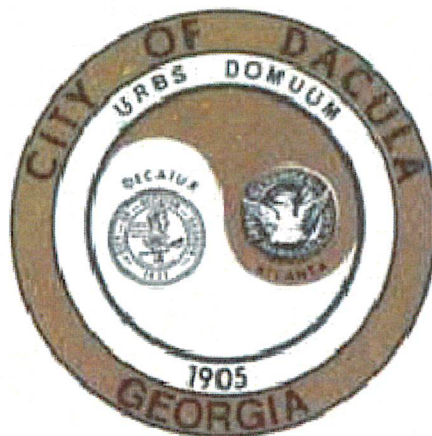
To the extent that classifications or re-classifications are sought by the applicant, the portions of the ordinance that classify or may classify the subject property exclusively to the existing district or to any district or classification other than that requested by the applicant are or would be unconstitutional in that they constitute a destruction of applicant's protected property interests and a taking of the subject property in violation of the Just Compensation Clause of the Fifth and Fourteenth Amendments to the Constitution of the United States, Article I, Section I, Paragraph J, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Equal Protection and Due Process Clauses of the Georgia Constitution and the Constitution of the United States.

Denial of this application and the continued imposition of the existing district regulations would constitute an abuse of discretion and an arbitrary and capricious act by Dacula, Georgia without any rational basis in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

To the extent that the proposed application is denied because of Dacula, Georgia standards and criteria, applicant contends said standards and criteria are unconstitutionally vague and otherwise unconstitutional in violation of Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Denial of the application as proposed by the applicant as applied to this property would be unconstitutional and discriminate in an arbitrary, capricious and unreasonable manner in violation of Article I, Section I, Paragraph II of the Constitution of the State of Georgia

Economic and Community Infrastructure Facilities Impact Worksheet



To be completed and submitted with applications for:
Annexation, Rezoning, Change of Conditions,
Special Use Permit, Special Exception, or Variance.

Date Received: _____

Reviewed By: _____

Proposed Project Information

Name of Proposed Project: Harbins Crossroad
Developer/Applicant: Retail Planning Corporation
Telephone: 770-956-8383
Fax: _____
Email(s): charlie.heard@retailplanningcorp.com

Economic Impacts

Estimated Value at Build-Out:
\$8,000,000

Will the proposed project generate population and/or employment increases in the area?
If yes, what would be the major infrastructure and facilities improvement needed to support the increase?

Yes, no major infrastructure or facilities necessary

How many short-term and /or long-term jobs will the development generate?
40 long-terms jobs

Estimated annual local tax revenues (i.e., property tax, sales tax) likely to be generated by the proposed development:
Approximately \$43,878 in property taxes and \$32,217 in sales taxes

Is the regional work force sufficient to fill the demand created by the proposed project?
Yes

Community Facilities & Infrastructure Impacts

Water Supply

Name of water supply provider for this site:
Gwinnett County

What is the estimated water supply demand to be generated by the project, measured in Gallons Per Day (GPD)?
6,083 GPD

Is sufficient water supply capacity available to serve the proposed project?
Yes

If no, are there any current plans to expand existing water supply capacity?

If there are plans to expand the existing water supply capacity, briefly describe below:

If water line extension is required to serve this project, how much additional line (in feet) will be required?

Wastewater Disposal

What is the estimated sewage flow to be generated by the project, measured in Gallons Per Day (GPD)?

_____6,083 GPD_____

Name of wastewater treatment provider for this site:

_____Gwinnett County_____

Is sufficient wastewater treatment capacity available to serve this proposed project?

_____yes_____

If no, are there any current plans to expand existing wastewater treatment capacity?

If there are plans to expand existing wastewater treatment capacity, briefly describe below:

If sewer line extension is required to serve this project, how much additional line (in feet) will be required?

_____Yes, +/- 100 feet_____

Land Transportation

How much traffic volume is expected to be generated by the proposed development, in peak hour vehicle trips per day?

_____Approximately 724_____

List any traffic and/or road improvements being made and how they would affect the subject area.

___Harbins Road decel lane_____

___West Drowning Creek Road decel lane_____

Solid Waste Disposal

How much solid waste is the project expected to generate annually (in tons)?

_____5,381 tons per year_____

Is sufficient landfill capacity available to serve this proposed project?

___Yes_____

If no, are there any current plans to expand existing landfill capacity?

 No

If there are plans to expand existing landfill capacity, briefly describe below:

Will any hazardous waste be generated by the development? If yes, please explain below:

 No

Stormwater Management

What percentage of the site is projected to be impervious surface once the proposed development has been constructed?

 20%

Is the site located in a water supply watershed?

 No

If yes, list the watershed(s) name(s) below:

Describe any measures proposed (such as buffers, detention or retention ponds, and/or pervious parking areas) to mitigate the project's impacts on stormwater management:

 Normal commercial stormwater practices

Environmental Quality

Is the development located within or likely to affect any of the following:

1. Water supply watersheds?

 No

2. Significant groundwater recharge areas?

 No

3. Wetlands?

 No

4. Protected river corridors?

 No

5. Floodplains?

 No

6. Historic resources?

 No

7. Other environmentally sensitive resources?

 No

If you answered yes to any question 1-7 above, describe how the identified resource(s) may be affected below:

Other Facilities

What intergovernmental impacts would the proposed development generate for:

Schools?

None

Libraries?

None

Fire, Police, or EMS

Yes

Other community services/resources (day care, health care, low income, non-English speaking, elderly, etc.)?

No

Additional Comments:
