

**AGENDA**  
**CITY COUNCIL SPECIAL CALLED MEETING**  
**G.L. Gilleland Council Chambers on 2<sup>nd</sup> Floor**  
**Tuesday, February 18, 2025**  
**5:00 P.M.**

---

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Approval of the Agenda
5. Public Input
6. Consideration of Final Plat for Villas at Gold Creek
7. Consideration of Contract with CPL Architecture, Engineering and Planning
8. Executive Session, If Needed
9. Adjournment

***The next regularly scheduled meeting will be held on Monday, March 3, 2025.***

*Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.*



DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 6

---

SUBJECT: CONSIDERATION OF FINAL PLAT FOR VILLAS AT GOLD CREEK

CITY COUNCIL MEETING DATE: 02/18/2025

---

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

---

PURPOSE FOR REQUEST:

**TO PROVIDE THE CITY COUNCIL AND MAYOR WITH THE OPPORTUNITY TO EITHER APPROVE, DENY OR TABLE THE APPLICANT'S REQUEST THAT THE FINAL PLAT FOR THE VILLAS AT GOLD CREEK BE APPROVED FOR RECORDING.**

**SUBJECT PROPERTY IS TMP 090 201, LOCATED AT THE NORTHWEST CORNER OF HWY 136 AND GOLD CREEK**

---

HISTORY/ FACTS / ISSUES:

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

---

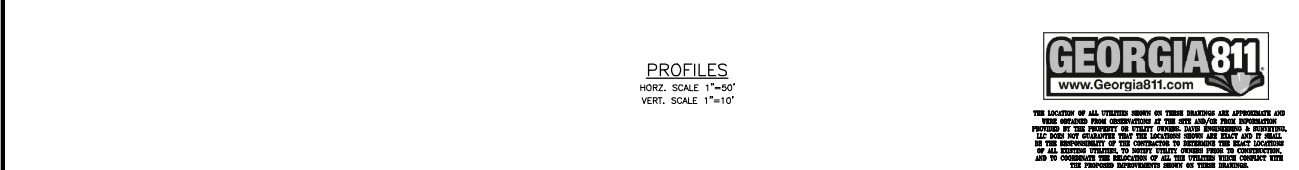
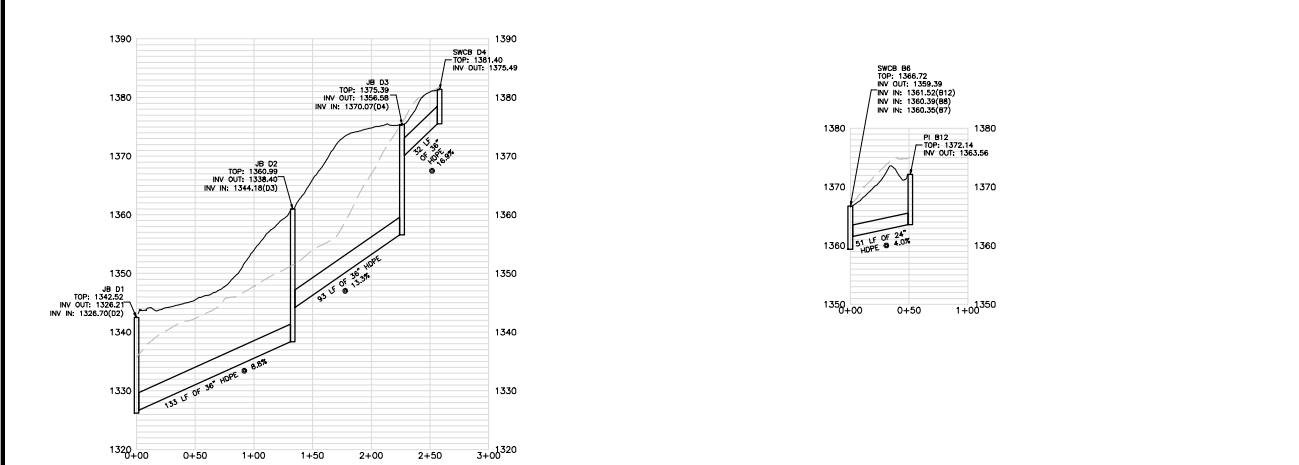
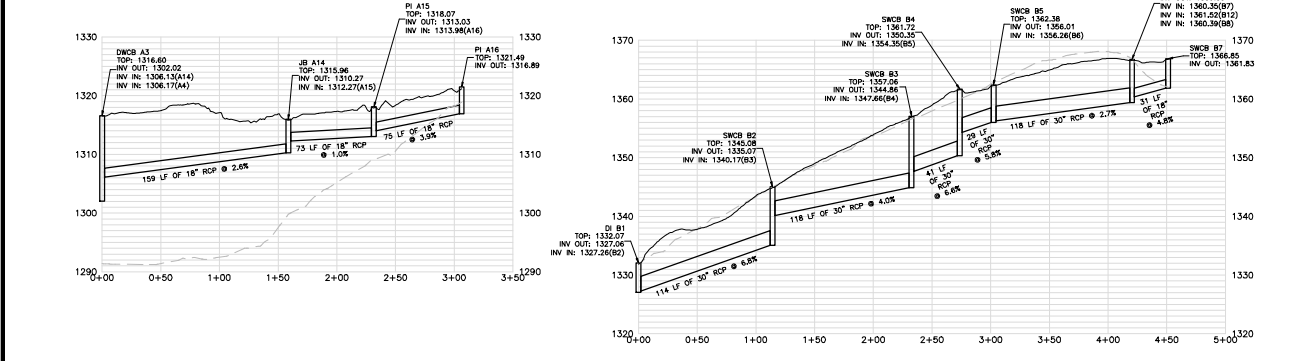
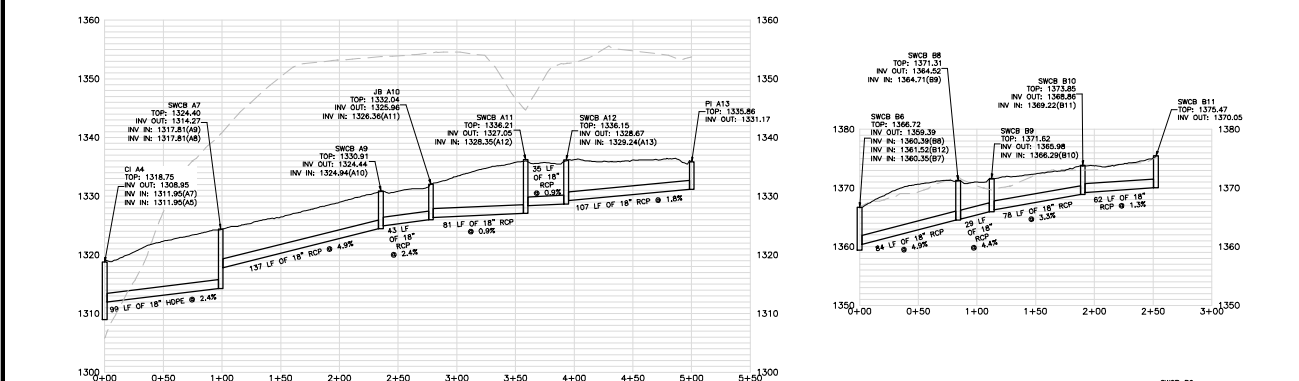
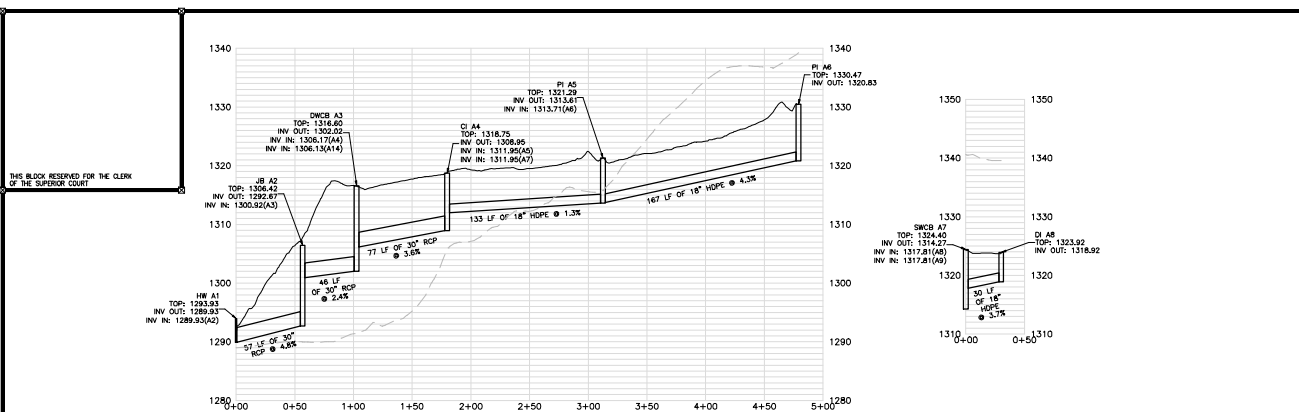
REQUESTED BY: Kevin Tallant, City Attorney











PROFILES  
 HORZ. SCALE 1"=50'  
 VERT. SCALE 1"=10'



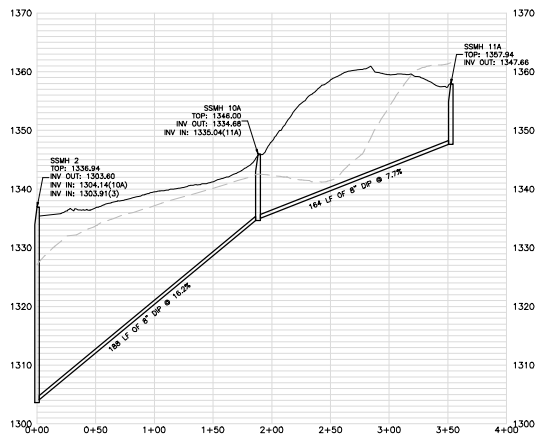
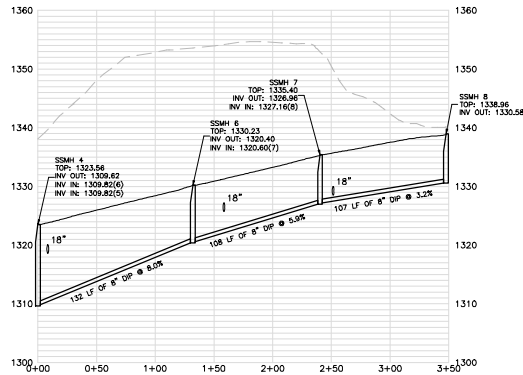
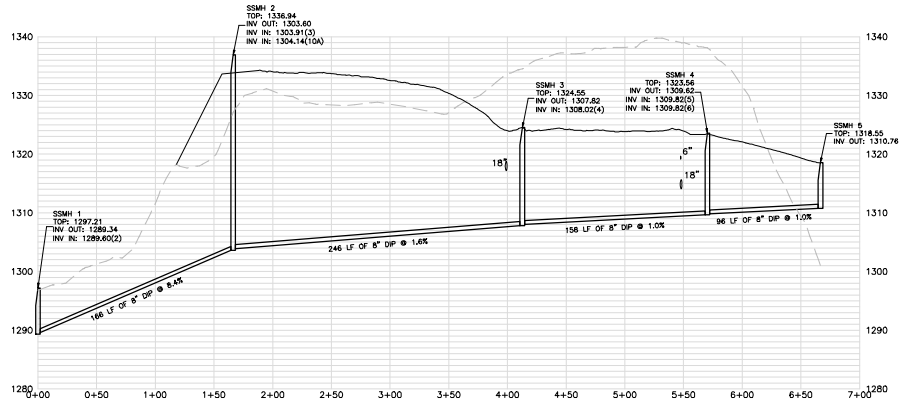
THE LOCATION OF ALL UTILITY DEVICES OR THEIR BRANCHES ARE APPROXIMATE AND THESE SHOWN FROM OBSERVATIONS AT THE SITE AND/OR FROM INFORMATION PROVIDED BY THE PROPERTY OR UTILITY OWNER. DATA OBTAINED IS NOT GUARANTEED. THE ENGINEER HAS CONDUCTED VISUAL SURVEYS AND FIELD AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTING LOCATION OF ALL UTILITY DEVICES TO VERIFY EXISTING DEPTHS FROM THE CONSTRUCTION AND TO CORRECTLY THE BRANCHES OF ALL THE UTILITY DEVICES CONTACT WITH THE PROPOSED IMPROVEMENTS SURVEY OF THESE BRANCHES.

SHEET NO. 5 of 6  
 DRAWING BY: AC  
 DRAWING DATE: 10/13/2024  
 FIELD CREW: CCLCR  
 FIELD DATE: 10/20-9/24  
 FILE: 21-213 802.dwg

DRAINAGE PROFILES FOR:  
 VILLAS AT GOLD CREEK  
 LAND LOTS 170 & 171  
 4th DISTRICT, 1st SECTION  
 CITY OF DAWSONVILLE, DAWSON COUNTY, GEORGIA

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001093  
 PREPARED BY: DES ENGINEERING & SURVEYING  
 24 DAWSON VILLAGE WAY SOUTH  
 DAWSONVILLE, GA 30534  
 PHONE: (706) 265-1234  
 DES@GSPDFILES.COM

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



PROFILES  
HORZ. SCALE 1"=50'  
VERT. SCALE 1"=10'



THE LOCATION OF ALL UTILITY SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND THESE DRAWINGS FROM OBSERVATIONS AT THE SITE AND/OR FROM INFORMATION PROVIDED BY THE PROPERTY OR UTILITY OWNER. DAVIS ENGINEERING & ARCHITECT, LLC DOES NOT GUARANTEE THAT THE LOCATIONS SHOWN ARE EXACT AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXACT LOCATION OF ALL UTILITIES UTILIZED TO VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO CORRECTLY THE RELOCATION OF ALL THE UTILITIES FROM CONTRACTOR'S THE PROVIDED REPRESENTATIONS SHOWN ON THESE DRAWINGS.

CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001093

|                              |  |
|------------------------------|--|
| SHEET NO.<br><b>6 of 6</b>   | DRAWING BY: AC<br>DRAWING DATE: 10/2/2024<br>FIELD CREW: CCLCR<br>FIELD DATE: 10/20-9/24<br>FILE: 21-213 802.dwg |
| PROJECT NO.<br><b>21-213</b> |  |

SANITARY SEWER PROFILES FOR:  
VILLAS AT GOLD CREEK  
LAND LOTS 170 & 171  
4th DISTRICT, 1st SECTION  
CITY OF DAWSONVILLE, DAWSON COUNTY, GEORGIA

PREPARED BY  
**DAVIS**  
ENGINEERING & ARCHITECT  
24 DAWSON VILLAGE  
WAY SOUTH  
DAWSONVILLE, GA 30534  
PHONE: (706) 265-1234  
DAVISENGINEERING.COM





DAWSONVILLE CITY COUNCIL  
EXECUTIVE SUMMARY FOR  
AGENDA ITEM # 7

---

SUBJECT: CONSIDERATION OF CONTRACT WITH CPL ARCHITECTURE, ENGINEERING  
AND PLANNING

CITY COUNCIL MEETING DATE: 02/18/2025

---

BUDGET INFORMATION: GL ACCOUNT # \_\_\_\_\_

Funds Available from: \_\_\_\_\_ Annual Budget \_\_\_\_\_ Capital Budget Other \_\_\_\_\_

Budget Amendment Request from Reserve: \_\_\_\_\_ Enterprise Fund \_\_\_\_\_ General Fund

---

PURPOSE FOR REQUEST:

**TO REQUEST APPROVAL OF THE CONTRACT WITH CPL ARCHITECTURE, ENGINEERING  
AND PLANNING**

---

HISTORY/ FACTS / ISSUES:

**CONTRACT HAS BEEN REVIEWED AND APPROVED BY CITY ATTORNEY TALLANT**

---

OPTIONS:

---

RECOMMENDED SAMPLE MOTION:

**APPROVE AS PRESENTED**

---

REQUESTED BY: Bob Bolz, City Manager



February 11, 2025

Bob Bolz  
415 Hwy. 53 E, Suite 100  
Dawsonville, GA 30534

Email: [citymanager@dawsonville-ga.gov](mailto:citymanager@dawsonville-ga.gov)

VIA EMAIL

RE: Dawsonville On-Call Government Services Proposal

Dear Mr. Bolz,

CPL Architecture, Engineering, and Planning is pleased to offer this proposal for On-call Government Services.

### **Scope of Work**

CPL is pleased to offer the following scope of services to support the City's planning, zoning, and development functions, streamlining its regulatory processes and enhancing the development review experience. Under the general guidance of the City Manager, CPL will augment City staff capacity by performing a variety of services, including data collection and analysis, zoning research, application intake and processing, and administrative tasks as assigned.

CPL will be responsible for performing remote duties during agreed-upon office hours (Monday–Friday, 8:30 a.m. to 4:30 p.m.), including tasks such as responding to phone calls, coordinating with applicants, and other necessary activities. Additionally, CPL will provide a part-time, on-site Planning Technician one day per week from 8:30 a.m. to 4:30 p.m. The specific day will be mutually agreed upon and may shift as needed for weekly variations. The Planning Technician will manage intake, completeness reviews for all Planning and Zoning applications, and other administrative duties. Work beyond a total of 15 hours per week for both on-site and remote duties will be billed hourly in accordance with the rates listed in Appendix "B."

During the first month, a project manager will accompany the Planning Technician to assist with training and transitioning services. Following the first month, CPL will provide a senior staff member on-site once per month for up to 8 hours to attend in-person meetings with applicants and City staff, offering support and management on a mutually agreed-upon date.

The following is a list of potential work tasks, though it may not be exhaustive:

- **Planning and Zoning Management:** CPL will oversee planning and zoning functions, including intake and processing of zoning applications, minor ordinance updates, development of staff reports, and attendance/presentation at public meetings as needed. CPL will also conduct meetings with community members and applicants.



- **Plan Review:** CPL will assist with limited aspects of the plan review process and manage bond and surety processes for development projects.
- **Additional Services:** Other services as authorized by the City Manager.

### **Fee Proposal**

The City may review the following fee structure and indicate the services they wish to proceed with by checking the corresponding boxes. The selected services will be formalized upon execution of this Agreement.

- Planning Technician services and oversight: \$6,000 per month for a maximum of 15 hours per week, including one on-site day per week.
- Plan Review: Hourly as per attached fee schedule

Any additional services or hours not included in the lump sum Planning Technician services fee may be charged per the attached fee schedule, Appendix "B" with prior written approval from the City Manager.

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

### **Terms and Conditions**

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" attached herein.

This document, together with the exhibits and/or appendices identified herein, constitutes the entire understanding between the City of Dawsonville and CPL with respect to the work to be performed by CPL for the benefit of the City of Dawsonville and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between the City of Dawsonville and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

### **CPL ARCHITECTURE ENGINEERING & PLANNING**

A handwritten signature in blue ink, appearing to read "Rebecca Keefer".

Rebecca Keefer, AICP  
Associate Principal

cc: file

[Signatures on following page]



Approved By: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Invoice Instructions:

Add the following project identifier or Purchase Order No. \_\_\_\_\_

Send our Invoice to the following email address: \_\_\_\_\_

Reference the following physical address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX "A" TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.
2. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.
3. The hourly rates outlined in this contract are subject to an annual increase of up to 5 percent. This adjustment will take effect at the beginning of the calendar year.
4. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.
5. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.
6. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.
7. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.
8. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.
9. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.
10. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.



**APPENDIX "B"**

## 2025 CPL Hourly Rates

| <b>BILLING ROLE</b>                  | <b>BILLING RATE</b> |
|--------------------------------------|---------------------|
| Principal Architect/Engineer/Planner | \$305               |
| Project Manager                      | \$205               |
| Senior Planner                       | \$185               |
| Landscape Architect/Arborist         | \$185               |
| Senior Engineer Civil/Structural     | \$170               |
| Planner                              | \$155               |
| Project Engineer Civil/Structural    | \$135               |
| Senior Technician                    | \$130               |
| Junior Planner                       | \$110               |
| Junior Engineer                      | \$110               |
| Junior Technician                    | \$105               |
| Clerical/Administrative              | \$85                |
| Building Plans Examiner              | \$170               |
| Building Official                    | \$160               |
| Building Inspector                   | \$150               |
| Senior Code Enforcement Officer      | \$135               |
| Soil and Erosion Control Supervisor  | \$145               |
| Soil and Erosion Control Inspector   | \$135               |
| Permit Technician                    | \$100               |