



AGENDA  
SPECIAL CALLED COUNCIL MEETING  
4040 S. BERKELEY LAKE RD.  
BERKELEY LAKE, GEORGIA 30096  
DECEMBER 6, 2023

5:00 PM Formal Session

*Citizens are encouraged to offer comments on issues of concern as agenda items are reached and at the end of the meeting for all other issues. Please limit citizen comments to 2 minutes. Longer citizen comments are welcome in writing and will be added to the official record of this meeting.*

**CALL TO ORDER**

**AGENDA**

**PUBLIC HEARING**

**CONSENT AGENDA**

- a) Minutes of November 16, 2023, Council Meeting
- b) Financial Statements of October 2023 – Unaudited
- c) Corners Outreach Contract for Roadside Maintenance
- d) James Whitaker Audit Engagement Letter

**OLD BUSINESS**

- a) O-23-249 – Proposed 2024 Budget
- b) O-23-250 – Plumbing Code Amendment – Water Efficiency Standards

**NEW BUSINESS**

**EXECUTIVE SESSION *(if needed)***

**CITIZEN COMMENTS**

**ADJOURNMENT**

Requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Berkeley Lake government should be made at least five days prior to the event by contacting the ADA Coordinator at 770-368-9484.



**COUNCIL MEETING  
4040 SOUTH BERKELEY LAKE ROAD  
BERKELEY LAKE, GEORGIA 30096  
DRAFT MINUTES  
NOVEMBER 16, 2023**

**ATTENDANCE**

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Mayor: Lois Salter

Council Members: Rodney Hammond, Scott Lee, Chip McDaniel, Bob Smith and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator

Dick Carothers – City Attorney

Members of the Public: 3

Members of the Press: 0

**WORK SESSION**

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The mayor and council reviewed the meeting agenda and materials with staff.

**CALL TO ORDER**

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Salter called the meeting to order at 8:10 PM. A quorum of council members was in attendance.

**PUBLIC HEARING**

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- a) O-23-249 – Proposed 2024 Budget

Salter solicited comments from the public regarding the proposed 2024 budget.

There were no comments.

- b) 2024 Comprehensive Plan Update

Salter acknowledged Kristin Allin with the Atlanta Regional Commission to provide an update on the comprehensive plan.

Kristin Allin with the Atlanta Regional Commission delivered a brief presentation on the comprehensive plan update process and the remaining steps needed to adopt the plan.

Salter solicited comments regarding the 2024 Comprehensive Plan draft.

Michael LaPread asked about the zoning ordinance re-write and if that implies rezonings community-wide or just in commercial areas.

Mayor Salter responded that we are looking at all of our ordinances to update and refine them.

LaPread asked if there would be public hearings relative to any changes to the ordinances.

Threadgill responded that there would be.

## **AGENDA**

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Salter solicited motions regarding the agenda.

**Hammond made a motion to accept the agenda as submitted. McDaniel seconded the motion. All council members were in favor and the motion passed.**

## **CONSENT AGENDA**

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Salter noted the following as items on the consent agenda and solicited a motion:

- a) Minutes of October 29, 2023, Council Meeting
- b) Financial Statements of September 2023 – Unaudited
- c) R-23-06 Resolution Certifying Election Results

**Lee made a motion to approve all items on the consent agenda. Spitler seconded the motion. All were in favor and the motion passed.**

## **OLD BUSINESS**

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- a) O-23-249 – Proposed 2024 Budget

Threadgill: O-23-249 is the proposed budget for 2024. This measure as presented anticipates no increase in the real property tax millage rate for 2024 over the rollback rate for 2023. The measure is presented for second read consideration.

**Smith made a motion to place O-23-249, an ordinance to establish the budget for the year 2024, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on second read. Hammond seconded the motion. All were in favor and the motion passed.**

## **NEW BUSINESS**

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- a) O-23-250 – Proposed Amendment to Section 14-20 of the Code of Ordinances to adopt water efficiency standards as an amendment to the state plumbing code as required by the North George Metropolitan Water Planning District.

Threadgill: O-23-250 is a proposed amendment to Chapter 14, Section 20 – Buildings and Building Regulations, Standards adopted. The specific amendment is to the minimum state plumbing code as required by the Metropolitan North Georgia Water Planning District. The Metro Water District provided the changes in a red-line document, along with a Model Findings Resolution. In August the council adopted the findings resolution which directed staff to send the proposed amendment to the Department of Community Affairs for review and comment. The Department of Community Affairs confirmed receipt of the state plumbing code amendment incorporating the water efficiency standards and had no objection. The standards are required to be adopted by January 1, 2024, and they are presented here tonight for first read consideration.

**McDaniel made a motion to place O-23-250, an ordinance to amend Section 14-20 (Standards adopted), to adopt regulations pertaining to water efficiency standards prepared by the Metropolitan North Georgia Water Planning District as an amendment to the Georgia state minimum plumbing code, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on first read. Lee seconded the motion. All were in favor and the motion passed.**

#### **PUBLIC COMMENTS**

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There were none.

#### **ADJOURNMENT**

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**There being no further business to discuss, Spitler moved to adjourn. Smith seconded the motion. All were in favor and the motion passed.**

Salter adjourned the meeting at 8:31 PM.

Submitted by:

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Leigh Threadgill, City Clerk

# City of Berkeley Lake

## Budget vs. Actuals as of November 28, 2023: 2023 Capital and Operating Budget - FY23 P&L

January - December 2023

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
100 100 General	1,247,547	1,108,566	138,981	113.00 %
230.33.2100 ARP Act 230.33.2100		620,348	-620,348	
320 320 SPLOST Income	367,618	1,449,093	-1,081,475	25.00 %
<b>Total Income</b>	<b>\$1,615,165</b>	<b>\$3,178,007</b>	<b>\$ -1,562,842</b>	<b>51.00 %</b>
<b>Cost of Goods Sold</b>				
*Cost of Goods Sold	0		0	
<b>Total Cost of Goods Sold</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>
<b>GROSS PROFIT</b>	<b>\$1,615,165</b>	<b>\$3,178,007</b>	<b>\$ -1,562,842</b>	<b>51.00 %</b>
<b>Expenses</b>				
1 Gen Govt	389,371	565,826	-176,455	69.00 %
2 Judicial	970	9,190	-8,220	11.00 %
230 ARP Act Expenses 230	179,172	620,348	-441,176	29.00 %
3 Public Safety	111,823	170,031	-58,208	66.00 %
4 Public Works	104,705	158,643	-53,938	66.00 %
6 Culture and Recreation	8,488	22,463	-13,975	38.00 %
7 Housing and Development	15,533	125,102	-109,569	12.00 %
9000.61.1100 Xfer Out - Reserve Fund		57,315	-57,315	
SPLOST Expenses	25,803	1,449,093	-1,423,290	2.00 %
<b>Total Expenses</b>	<b>\$835,865</b>	<b>\$3,178,011</b>	<b>\$ -2,342,146</b>	<b>26.00 %</b>
<b>NET OPERATING INCOME</b>	<b>\$779,300</b>	<b>\$ -4</b>	<b>\$779,304</b>	<b>-19,482,501.00 %</b>
<b>NET INCOME</b>	<b>\$779,300</b>	<b>\$ -4</b>	<b>\$779,304</b>	<b>-19,482,501.00 %</b>

# City of Berkeley Lake

## Income & Expense

October 2023

	TOTAL
Income	
100 100 General	222,461.60
320 320 SPLOST Income	2,161.72
<b>Total Income</b>	<b>\$224,623.32</b>
GROSS PROFIT	<b>\$224,623.32</b>
Expenses	
1 Gen Govt	37,946.45
230 ARP Act Expenses 230	3,907.50
3 Public Safety	9,266.61
4 Public Works	6,142.96
6 Culture and Recreation	361.35
7 Housing and Development	1,741.45
<b>Total Expenses</b>	<b>\$59,366.32</b>
NET OPERATING INCOME	<b>\$165,257.00</b>
NET INCOME	<b>\$165,257.00</b>

# City of Berkeley Lake

## Balance Sheet

As of October 31, 2023

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
General Fund	4,405,998.79
SPLOST Fund	1,375,548.19
<b>Total Bank Accounts</b>	<b>\$5,781,546.98</b>
Accounts Receivable	
Accounts Rec 1.11.1900.1	9,893.73
<b>Total Accounts Receivable</b>	<b>\$9,893.73</b>
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	39,185.52
Franchise Tax Rec 1.11.1550	120,000.00
Prepaid Expense 1.11.3600	2,646.27
Prepaid items 1.11.3800	5,286.00
Taxes Receivable 1.11.1600	56,878.55
Undeposited Funds 1.11.1114	285.00
<b>Total Other Current Assets</b>	<b>\$224,281.34</b>
<b>Total Current Assets</b>	<b>\$6,015,722.05</b>
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	173,026.24
<b>Total Fixed Assets</b>	<b>\$11,455,049.14</b>
<b>TOTAL ASSETS</b>	<b>\$17,470,771.19</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	16,536.71
<b>Total Accounts Payable</b>	<b>\$16,536.71</b>
Credit Cards	
BOZEMAN, MARTY (0241)	39.89
Hiller Credit Card (4916)	45.00
Hunter Credit Card (8185)	16.31
Threadgill Credit Card (3322)	376.00

# City of Berkeley Lake

## Balance Sheet

As of October 31, 2023

	TOTAL
<b>Total Credit Cards</b>	<b>\$477.20</b>
Other Current Liabilities	
Deferred revenue 1.12.2500	7,840.99
Direct Deposit Payable	-0.01
Payroll Liabilities	66.10
PTO Accrual	11,338.01
Regulatory Fees Payable	3,906.14
<b>Total Other Current Liabilities</b>	<b>\$23,151.23</b>
<b>Total Current Liabilities</b>	<b>\$40,165.14</b>
<b>Total Liabilities</b>	<b>\$40,165.14</b>
Equity	
Fund Bal Unrsvd 1.13.4220	3,684,667.52
Investmt in fixedassets 1.13.4K	11,327,229.85
Reserve for prepaids 1.13.4125	6,790.99
Restricted4CapitalProj 1.13.4155	1,730,194.85
Retained Earnings 1.13.3000	-102,168.75
Net Income	783,891.59
<b>Total Equity</b>	<b>\$17,430,606.05</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$17,470,771.19</b>



STATE OF GEORGIA

COUNTY OF GWINNETT

**MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of December 2023, by and between the CITY OF BERKELEY LAKE, a political subdivision of the State of Georgia and Corners Outreach, Inc. (hereinafter "CONTRACTOR"):

**WITNESSETH:**

1. The CITY OF BERKELEY LAKE, GEORGIA, a political subdivision of the State of Georgia, does hereby engage the services of CONTRACTOR to perform right-of-way mowing and maintenance services and other landscaping maintenance. Said engagement is subject to, and conditioned upon, the covenants and agreements contained herein. The term of this agreement shall be for three years commencing on January 1, 2024 and effective through and including December 31, 2026.
2. The services to be performed by CONTRACTOR for the CITY OF BERKELEY LAKE are described in Exhibit 'A', *Roadside & Grounds Maintenance Contract Services*, attached hereto and incorporated herein by reference.
3. For the foregoing services to be performed by CONTRACTOR hereunder, the CITY OF BERKELEY LAKE shall pay to CONTRACTOR fees as described in Exhibit 'A'.
4. CONTRACTOR acknowledges that it is acting as an independent contractor, and that it is furnishing all equipment and manpower to perform the services required hereunder. Furthermore, CONTRACTOR is using its own equipment to complete the project and none of the equipment or property used in the completion of the project belongs to or is in any way under the control of the CITY OF BERKELEY LAKE.
5. CONTRACTOR acknowledges that it has public liability insurance protecting itself and the CITY OF BERKELEY LAKE from and against all claims of any persons arising out of the performance of any aspect of the work contemplated hereby. CONTRACTOR further acknowledges that it will indemnify, hold harmless and forever defend the CITY OF BERKELEY LAKE from and against all claims of all parties arising out of the performance, by CONTRACTOR, or any of the maintenance work or other work designated in this contract. CONTRACTOR further acknowledges that it is covered by insurance protecting itself in the event of any personal injury or property damage arising out of the performance of any activity under this contract.
6. CONTRACTOR does hereby waive for itself and all others claiming under it all claims for personal injury or property damage against the CITY OF BERKELEY LAKE, its Mayor and council members, employees, and agents, and agrees that it will, at no time, assert any

claim against the CITY OF BERKELEY LAKE or any of its employees, officers or agents arising out of any injury or damage incurred while CONTRACTOR is performing any of the work described in this contract.

7. CONTRACTOR acknowledges that, because it is acting as an independent contractor, the CITY OF BERKELEY LAKE will not withhold any payroll deductions or any other form of tax from the amounts paid to CONTRACTOR. CONTRACTOR further agrees that it will report all income received from the CITY OF BERKELEY LAKE and will be responsible for all taxes of whatever nature imposed upon said income by either the United States Government or the State of Georgia. CONTRACTOR shall indemnify and hold the CITY OF BERKELEY LAKE harmless from and against all claims from any taxing authority as a result of any payment made by the CITY OF BERKELEY LAKE to CONTRACTOR hereunder.
8. CONTRACTOR acknowledges and warrants that it is covered by commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance, which will protect the CITY OF BERKELEY LAKE from any and all claims by third parties or CONTRACTOR for personal injury or damage to property arising out of CONTRACTOR's performance of the contractual obligations set forth herein, and a copy of said certificate(s) is attached as Exhibit 'B'. CONTRACTOR further warrants that it will notify the CITY OF BERKELEY LAKE in the event that any change occurs to coverage described in Exhibit 'B' and will provide updated certificates of coverage at that time.
9. CONTRACTOR shall comply with all rules, regulations, laws and ordinances governing the activity contemplated hereunder and shall be solely and exclusively responsible for compliance with all such laws.
10. CONTRACTOR warrants that work will be done in a workmanlike and proper fashion, and that it has the skill and expertise necessary to safely and adequately perform the contract work described herein. CONTRACTOR acknowledges that the warranties and promises made hereunder form, and are, an integral part of the contractual obligations described herein.
11. As prescribed in O.C.G.A. 50-36-1, CONTRACTOR shall execute an affidavit confirming legal presence in the United States and attach said affidavit hereto as Exhibit C.
12. As prescribed in O.C.G.A 36-60-6, CONTRACTOR shall execute an affidavit confirming the CONTRACTOR's use or exemption from use thereof of the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by CONTRACTOR during the term of the Contract to perform employment duties within Georgia and all persons, including subcontractors, assigned by CONTRACTOR to perform work pursuant to the contract with the CITY OF BERKELEY LAKE and attach said affidavit hereto as Exhibit D.

All notices pursuant to this Agreement shall be sent as follows:

FOR THE CITY OF BERKELEY LAKE:

City Administrator  
City of Berkeley Lake  
4040 S. Berkeley Lake Rd.  
Berkeley Lake, GA 30096

FOR CONTRACTOR:

Larry L. Campbell  
Corners Outreach, Inc.  
1854 Shackelford Ct.  
Suite 100  
Norcross, GA 30093

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals this 6<sup>th</sup> day of December 2023.

CITY OF BERKELEY LAKE, GEORGIA

BY: \_\_\_\_\_  
LOIS D. SALTER, MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

CORNERS OUTREACH, INC.

BY: \_\_\_\_\_  
LARRY L. CAMPBELL, EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

\_\_\_\_\_ CITY ATTORNEY



# Exhibit A

## Roadside & Grounds Maintenance Contract Services

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City of Berkeley Lake  
4040 South Berkeley Lake Rd. NW  
Berkeley Lake, Georgia 30096  
[www.berkeley-lake.com](http://www.berkeley-lake.com)  
770 368 9484

**CITY OF BERKELEY LAKE, GEORGIA**

**EXHIBIT A**

**ROADSIDE AND GROUNDS MAINTENANCE**

**CONTRACT SERVICES**

**FOR SERVICES FROM**

**JANUARY 2024 – DECEMBER 2026**

**DATE ISSUED: DECEMBER 6, 2023**

**INDEX OF ENCLOSED SERVICE DESCRIPTIONS AND REQUIREMENTS**

<b>Section</b>	<b>Item</b>	<b>Description</b>
I.		NOT USED
II.		SCOPE OF WORK
III.	1	ROAD RIGHT-OF-WAY MAINTENANCE
IV.	2	OVERALL ANNUAL RIGHT-OF-WAY MAINTENANCE
V.	3	PARK MAINTENANCE – LAWN, AND WEEDS
VI.	4	PARK MAINTENANCE
VII.	5	TRASH RACK SERVICE/MAINTENANCE
VIII.	6	DAM MOWING AND MAINTENANCE
IX.	7	WINTER WEATHER ROAD PREPARATION
X.	8	CITY GATEWAY
XI.		SPECIFICATIONS
XII.		CITY ROAD MAP
XIII.		UNIT PRICE BID SCHEDULE
XIV.		AGREEMENT OF ACCEPTANCE LANGUAGE

**I. SECTION NOT USED**

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## **II. SCOPE OF WORK**

The work consists of performing routine seasonal maintenance of public grounds and road rights-of-way, ditches and swales within the city limits. Those grounds include the landscaped areas of City Hall and Park, Dam and public road rights-of-way and selected overland drainage paths. Work includes but is not limited to mowing of grass and weeds, removal of cuttings, vegetative and non-vegetative debris, and limited pruning of plant and tree material whenever necessary, as described in the following items of work.

Contractor shall, upon receipt of this information, carefully examine and familiarize itself with the current field conditions in respect to the extent of the work, and immediately notify the city of any discrepancies in the Scope, or Specifications, of the work prior to execution of the contract agreement.

**For purposes of inspections and accounting, the city has divided the areas of work into separate UNIT PRICE TASKS. These tasks are identified by ITEM NUMBER and described as follows:**

**III. ITEM NO. 1 – ROAD RIGHT-OF-WAY MAINTENANCE**

1. Maintenance of the city road rights-of-way beginning in the spring when grass reaches a height of approximately six (6) inches and continuing throughout the growing season, maintaining a height of no more than six (6) inches, approximately twice per month. Mowing shall continue into the fall season until growth has stopped for late fall and winter.
  
2. Listed below are the areas to be maintained. The City Administrator will clarify any areas in question for the duration of this contract.
  - a. Lakeshore Drive/Ridge Road/Little Ridge Road:
    - i. The entire length of Lakeshore Drive.
    - ii. The entire length of Ridge Road.
    - iii. The entire length of Little Ridge Road.
    - iv. The intersection of North Berkeley Lake Road and Ridge Road, including the areas within and between the groves of small pines and the westerly shoulder of North Berkeley Lake Road between Ridge Road and Peachtree Industrial Blvd. NOTE: Miscanthus grass to be cut back to 6" above ground each February.
    - v. The landscape area around the brick sign wall at the northwest corner of Ridge Road and North Berkeley Lake Road.
    - vi. Cutting of the grass and "weed-eating" of the area surrounding the Miramont Lift Station on Lakeshore Drive and the grassed area and drainage swale to the south, adjacent to the stilling pond, directly below the Miramont detention pond dam.
    - vii. The intersections of Lakeshore Drive with, and including Hilltop Lane, Lakeview Lane and Valley View Lane for 50 feet in all directions.
  
  - b. South Berkeley Lake Road/Peachtree Lakes Drive:
    - i. The easterly grassed shoulder of South Berkeley Lake Road extending 50 feet southerly from and including the intersection with Bush Road.
    - ii. The easterly shoulder from the Chapel grounds to Lakeshore Drive.
    - iii. The easterly and westerly shoulder beginning 25 feet north of Lakeshore Drive and extending southerly to 25 feet south of Lakeshore Drive.



- iv. The easterly and westerly shoulder beginning 25 feet north of Little Ridge Road and extending southerly to 25 feet south of Little Ridge Road.
    - v. The westerly shoulder of South Berkeley Lake Road adjacent to properties identified by Gwinnett County Parcel IDs 6269 005A, 6269 107 and 6269 028.
    - vi. The easterly shoulder of South Berkeley Lake Road adjacent to properties identified by Gwinnett County Parcel IDs 6288 028, 6288 395, 6288 024, 6288 025, 6288 026, 6288 027, , 6288 029 and 6288 030.
    - vii. The northerly shoulder of Peachtree Lakes Drive adjacent to properties identified by Gwinnett County Parcel IDs 6269 085 and 6269 086.
  - c. North Berkeley Lake Road/Bayway Circle/Bush Road:
    - i. The entire length of North Berkeley Lake Road from Bush Road to Howell Wood Trail, including proper edging of sidewalks.
    - ii. The entire length of Bayway Circle.
    - iii. Bush Road: The northerly and southerly grassed shoulder from Berkeley Lake Road extending westerly to the city limits sign, excluding City Hall and Park property located on the southwest corner of this location which is a separate task.
    - iv. The northeasterly shoulder of North Berkeley Lake Road adjacent to the property identified by Gwinnett County Parcel ID 6290 066.
- 3. The city road rights-of-way are typically 50 feet wide (approx. 25 feet either side of existing pavement centerline). Bush Road and Berkeley Lake Road (county roads) have rights-of-way varying between 60 and 80 feet in width. Maintenance of those areas noted in items “a” through “c” above includes:
  - a. Removal of litter (bottles, cans and paper products) and limbs/branches less than 4 inches in diameter from these areas, prior to mowing. Contractor shall dispose of litter and debris as described in Specifications set forth in Section XI of this agreement.
  - b. Cutting of all grass and/or weeds, within the above noted areas, shall be a consistent height.
  - c. Trimming around all traffic signs, fire hydrants, utility poles, mailboxes, etc. NOTE: Trim up to fences, up to curbs and over ditches. Use of a “weed-eater” or small mower is required.

- d. Do not cut ivy and/or flowers or areas marked by homeowners.
- e. Use of an approved herbicide is permitted on a limited basis. Contractor shall request and receive city approval for any specific area, prior to application which shall be in accordance with manufacturer's guidelines.
- f. Do not maintain wherever the road right-of-way is obviously maintained by the homeowner.
- g. Do not maintain beyond any privately-owned fence or wall, which lies within the road right-of-way. These are the only exceptions.
- h. Maintenance of sloping roadway shoulders and dam embankments from 0 to 90 degrees is expected.
- i. Trimming of trees and bushes, which obstruct the view of traffic signs, is expected. Do not trim tree limbs greater than 2 inches in diameter without requesting and receiving city approval in advance of trimming. All trimmed limbs must be pruned and not broken.
- j. Larger limbs and debris, as the result of storms or other natural events, will be handled and compensated for separately and are not included in this contract.
- k. Maintenance of the remaining portions of Berkeley Lake Road and other landscaped road rights-of-way within the city will, unless otherwise directed, be the responsibility of Gwinnett County D.O.T. and various homeowner associations, respectively.

**IV. ITEM NO. 2 – OVERALL SEMI-ANNUAL RIGHT-OF-WAY CLEANUP**

Overall removal of fallen leaves and limbs that have accumulated within the city's roadside, ditches and drainage swales within the public road areas described in the above Item No. 1. This task will be completed at least twice a year, in early spring and late fall, at mutually agreed times chosen by the City Administrator and the Contractor. Before work on this task commences, the Contractor shall provide to the City Administrator an estimated cost and the City Administrator must provide approval before the work may be performed by the Contractor.

1. Removal of fallen debris will concentrate on areas where storm drainage or uniform growth of grass is impaired.
2. Cleanup will specifically include inlet grates and headwalls, ends of driveway culverts and grassed drainage swales.
3. Contractor shall dispose of litter and debris as described in Specifications set forth in Section XI of this agreement.

**V. ITEM NO. 3 – CITY HALL AND PARK – LAWN, AND WEED CONTROL**

The City Hall and Park property is located on the southwest corner of Bush Road and South Berkeley Lake Road at 4040 South Berkeley Lake Road. Lawn care consists of the following:

	Pre-emergent for Crabgrass Control	Fertilization	Lime	Broadleaf Weed Control	Pre-emergent for Winter Weed Control
February	X	X			
April	X	X			
May		X		X	
June		X		X	
August			X	X	
September		X		X	
December					X

**VI. ITEM NO. 4 – MONTHLY PARK MAINTENANCE**

The park consists of grounds around City Hall, including the children’s playground, walking trail and parking lot. Unlike other elements of this bid package, park maintenance is priced at a monthly cost based upon a minimum of 48 annual visits.

1. Park maintenance includes removal of litter (bottles, cans and paper products), limbs, pine cones and any other foreign or hazardous objects and debris from within the mulched play area, grounds, walking trail and adjacent parking lot; mowing and edging of grassed areas and blowing clippings and leaves into natural areas; removal of obstructions and debris from grate and gutter in the cul de sac of the parking lot; blowing sidewalk surfaces and parking lot area, trimming bushes and removal of weeds. **Note: clippings and debris cannot be blown into the gutter in the cul de sac of the parking lot as an underground detention pond exists beneath the parking lot.** Contractor shall dispose of debris and all plant matter other than leaves and grass clippings as described in Specifications set forth in Section XI of this agreement.
2. Playground mulch in fall areas (under swings and at base of slides) mechanically tilled and raked smooth and free of debris once a month. Area beneath swings and play structures to be re-leveled each visit. The whole playground to be mechanically tilled and raked smooth in March and July. Mulch will be added on an as needed basis with the approval of the city administrator.
3. All planted flowerbed areas must be handled with care and protected at all times. When applicable, trees and shrubs shall be pruned, and clippings removed. Dead vegetation shall be removed.
4. Contractor shall remove solid waste from the garbage bin located near the children’s playground and install a new liner. Contractor shall dispose of solid waste as described in Specifications set forth in Section XI of this agreement.
5. Installation of nine (9) flats of seasonal plant material across 5 annual beds, twice per year in April and October. Includes preparation of soil and overall maintenance during other visits. **This item is priced separately on line 4b of Section XIII.**
6. Installation of one hundred and seventy-five (175) bales of pine straw across all mulched beds, approximately 3 inches deep, twice per year in January and July. **This item is priced separately on line 4c of Section XIII.**

**VII. ITEM NO. 5 - TRASH RACK SERVICE/MAINTENANCE/TRASH PICK-UP**

Maintenance of the Trash Rack on the stream at 267 Lakeshore Drive and the culvert opening leading under Lakeshore Drive is to be performed twice per month and/or on a demand basis by the City Administrator. Services to be performed are:

1. Debris (limbs, leaves, trash, paper, etc.), that has accumulated on the trash rack, due to storm waters passing through the rack and into the culvert under Lakeshore Drive, is to be removed by the Contractor. Contractor shall dispose of litter and debris as described in Specifications set forth in Section XI of this agreement.
2. All limbs, logs and other heavy objects that are in the storm water streambed within fifteen (15) feet of the rack are to be removed by the Contractor. Contractor shall dispose of litter and debris as described in Specifications set forth in Section XI of this agreement.
3. The storm water streambed channel & banks for fifteen (15) feet in front of the trash rack are to have all grass and weeds mowed or removed. Contractor shall dispose of litter and debris as described in Specifications set forth in Section XI of this agreement.
4. A detailed statement or invoice shall be submitted to the City of Berkeley Lake on a monthly basis outlining the dates of each visit, related service fees and appropriate comments.

Maintenance of other trash racks and standpipes as requested by the city.

Removal of trash from the westerly right of way of Peachtree Industrial Boulevard from the corner of North Berkeley Lake Road through the adjacency of the property identified by Gwinnett County Parcel ID 6267 003C is to be performed as needed with prior approval per instance by the City Administrator.

**VIII. ITEM NO. 6 – DAM MOWING AND MAINTENANCE**

Mowing of the dam area, between the lake water's edge to the south, N. Berkeley Lake Road pavement to the north, outside the perimeter fence of the beach to the existing tree line and brush to the west end of the dam, and the area of the toe drains on the north side of North Berkeley Lake Road, will be mowed and maintained when grass reaches a height of six (6) inches throughout the mowing season as outlined in Section III.1.

1. Grass and weeds are to be mowed and trimmed during the mowing season at North Berkeley Lake Road along the entire length of the base of the dam, and adjacent ditches and at the lake water's edge.
2. "Weed-eating" will be required around the base of fence posts, signposts, birdhouse support posts, light and utility poles, ditches, swales, rip-rap. Edging will be required along the curb and sidewalk.
3. Approved weed control herbicides may be used at certain times of the year in specific areas of the dam area, with pre-approval by the City Administrator and in accordance with manufacturer's guidelines.

**IX. ITEM NO. 7 - WINTER WEATHER ROAD PREPARATION**

Winter weather road preparation includes providing and spreading sand on the roadway at certain locations.

Contractor shall provide and apply sand evenly to the roadway at each of the following locations (for a total of 1500 lbs. of sand spread) at times when accumulation of ice or snow is predicted:

- 1) River Mansions Parkway on the decline approaching Bush Road.
- 2) Ridge Road on the decline approaching North Berkeley Lake Road.

If at all possible, Contractor shall contact the City Administrator or Mayor prior to applying sand to secure permission to do so.



**X. ITEM NO. 8 - CITY GATEWAY**

1. Preseason Bermuda grass scalping and general cleanup
  - a. Warm season grass is cut low and clippings are either managed on site or taken away. This process stimulates new growth and eliminates the contrast of dormant and newly emerging grass.
  - b. General cleanup of sticks and other debris from winter storms is cleaned up during this time.
  - c. Four (4) visits January through March
  
2. Bi-weekly cut, weed eat, edge, and blow
  - a. Mow all turf areas at the proper height based on turf and season.
  - b. Use commercial weed eaters to cut grass in areas mowers will not reach
  - c. Edgers to be used along driveways, walkways, street fronts, and between bed and turf edges to give definition to the lawn.
  - d. Blow debris from driveway, walkways, curbs and living areas such as decks and patios
  - e. Fourteen (14) bi-weekly visits between April and October
  
3. Fertilizing and pre-emergent  
Provide four (4) pre-emergent and three (3) fertilizer applications to turf area for a total of seven (7) applications. This is done at strategic times of the year for maximum benefit. Use a time-release granular fertilizer during the growing season to ensure turf receives the full nourishment benefit. Liquid pre-emergent provides an excellent buffer against weeds and over time it works better as the soil becomes acclimated. The pre-emergent process must be followed up with topical application for broadleaf weeds that start in June and continue through the cutting season. Special applications to be approved by the city administrator.
  
4. Weed control – beds and planted areas
  - a. Flowable applications of liquid chemicals are needed to control weeds in bed areas because planted areas will have some weeds during growth season. These applications will control all weeds in planted beds. Weeds taller than 4 inches will be removed by hand.
  - b. Roughly fifteen (15) applications throughout the year.
  
5. Hedging and pruning
  - a. Detail shrubs throughout the year, including all shrubs adjacent to the gateway sign and as specified in the contract. This includes crape myrtles and other ornamental trees less than 18 feet tall.
  - b. Four (4) to six (6) instances per year.

6. Year-end cleanup and winter visits  
Year-end cleanup consists of leaf management from beds over a six-visit process starting in October and ending in December.

## **XI. SPECIFICATIONS**

### GENERAL

1. These Specifications establish the terms, conditions and considerations under which Contractor will provide landscape maintenance services ("Service") as required herein at the facilities designated in the Annual Roadside Maintenance Contract. In general terms such Service includes all labor, supplies and equipment as needed to assure optimum maintenance of plant material.
2. For the purpose of these Specifications "Contractor" includes its subsidiaries and affiliated companies, authorized dealers, agents, representatives, subcontractor(s) or any other party engaged by Contractor pursuant to the purposes of providing Services.
3. Contractor agrees that it is solely responsible for all payments due or to become due for material supplies and to all its employees. When due, the Contractor shall pay payroll taxes and other taxes levied against payrolls by municipal, state and federal agencies. Any taxes, excises, impositions, licenses or fees levied or pertaining to said work, or on the manufacturer, storage, sales, transportation, inspection and delivery of any materials and equipment under any law in force during the period of the Agreement, shall be paid by the Contractor.
4. Contractor acknowledges that the Service specified in this document is not intended to express every detail of the Service to be provided by Contractor and Contractor hereby represents that it is experienced and competent in providing Service that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such Service.
5. Contractor acknowledges that it has inspected or was able to inspect the work sites and that it understands the Service requirements and conditions under which the Service is to be performed. No allowances shall be made for Contractor's error, negligence or failure to have adequately inspected the sites where Service is to be performed. Contractor acknowledges, understands and agrees that the cost of the Service is intended to cover all foreseeable work, risks, hazards and difficulties inherent to the Service of this nature.

6. Contractor acknowledges that disposal of solid waste, litter and/or debris shall be the responsibility and expense of the contractor and such solid waste, litter and /or debris shall be disposed of beyond the corporate limits of the city, and that disposal of any type of solid waste, clippings or debris into the protected greenspace or into gutters or grates of any type is strictly prohibited and subject to fine and/or imprisonment.
7. The City of Berkeley Lake is an equal opportunity employer and does not discriminate in employment of persons because of their age, race, color, religion, sex, national origin, ethnic heritage, sexual orientation, gender identity, political affiliation, and veteran or handicap status. The City of Berkeley Lake requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding employment practices.
8. Contractor acknowledges that it will be required to verify its compliance with OCGA 13-10-91, the Georgia Security and Immigration Compliance Act of 2006.

REPRESENTATIVES AND AFFILIATES

1. Contractor and the City of Berkeley Lake shall each designate an employee of their respective companies as a representative(s) (“Representative”) to act on its behalf with respect to matters arising out of this Agreement. The Representative shall have full authority to execute any and all instruments related to the Service ordered or provided under this Agreement. However, such authority does not include the authority to alter or amend any term, condition or provision of this Agreement.
2. Each party’s Representative shall be named within five (5) Business Days from the date of execution of the Agreement.

### PERSONNEL

1. Contractor shall provide skilled employees that have been trained and are competent to efficiently and effectively perform the Service required under this Agreement.
2. Contractor acknowledges that many of the areas in which the Service is provided are security sensitive. The person(s) engaged by the Contractor must possess appropriate character, disposition and honesty conducive to the environment where Service is to be provided.
3. Contractor's employees that perform work at the facilities are subject to comply with the City of Berkeley Lake personnel policies. Contractor's employees shall not be allowed to work at the facilities if they have been convicted of a felony, misdemeanor, or any other criminal charge other than minor traffic offenses.
4. In the providing of Service hereunder, Contractor's employees shall be respectful and courteous to persons with whom they come in contact and shall observe acceptable standards of appearance, hygiene and conduct.
5. The City of Berkeley Lake reserves the right to require Contractor, and Contractor agrees, to replace or reassign Contractor's employees that the City of Berkeley Lake deems unsuitable to the Service being provided.
6. Contractor's employees shall be in uniform, neat in appearance, perform their work in a professional manner and keep noise to a minimum.

### SUPERVISION

1. Contractor shall provide adequate supervisory staff to supervise its employees in the providing of Service and compliance with the terms and conditions of these Specifications.
2. The supervisory staff shall not leave the premises until all work is completed.
3. Contractor's supervisory personnel must be able to functionally communicate in the English language as may be required from time to time to report emergencies, equipment malfunctions and to correctly understand instructions by City of Berkeley Lake personnel.
4. In addition to the supervisory staff assigned to the direct supervision of the landscape maintenance crew, Contractor shall maintain and show evidence of an adequate management level supervisory staff who shall

make periodic scheduled and unscheduled visits to each facility during normal business hours and when the Service is being performed. The purpose of these visits is to insure maintenance of the optimum level.

### SUBCONTRACTORS

1. The City of Berkeley Lake does not desire the use of subcontractors or contract labor; however, subject to the City of Berkeley Lake's prior written approval, Contractor may from time to time engage the services of subcontractor(s) ("Subcontractor") to perform parts of the Service requirements hereunder.
2. The City of Berkeley Lake and Contractor jointly reserve the right to change the selection of a Subcontractor from time to time.
3. Contractor's contracts or agreements with its Subcontractors are independent from this Agreement. However, any subcontracts or agreements entered into by Contractor in connection with its performance hereunder shall provide that the Subcontractor shall be bound by and subject to all of the terms and conditions of this Agreement and must require compliance with all Georgia Laws, including O.C.G.A. Section 13-10-91 and must require an active Georgia drivers' license and an active commercial drivers' license where applicable. No assignment or subcontract shall relieve Contractor from its obligations to the City of Berkeley Lake hereunder or shall purport to bind the City of Berkeley Lake to any terms or conditions other than those contained in these Specifications.
4. In the event that Contractor shall conclude on its own accord that a change in Subcontractor is desirable, the choice of a substitute Subcontractor shall likewise be subject to the prior written approval of the City of Berkeley Lake which shall not be unreasonably withheld.

### INVOICING AND TAXES

1. Invoices will be issued by Contractor on a monthly basis with the following specifications:
  - a. Regular monthly Service charges per Item No. under the Unit Price Schedule of this agreement including general ledger account coding.
  - b. Requested services including a detailed description of job(s) performed.
  - c. Invoices shall be sent to the following address:  
Accounts Payable

City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, GA 30096-3016

2. No sales tax will be charged due to the City of Berkeley Lake being tax exempt.
3. Items shall be invoiced at the discounted rate, if any.

#### PAYMENT

1. If invoice is provided by or through Contractor and transmitted to the city in accordance with the terms noted under INVOICING AND TAXES of these Specifications, payment will be sent to contractor within thirty (30) Calendar Days of the date the city receives the invoice.
2. If the Contractor fails to fulfill any of the terms of the Contract, the City of Berkeley Lake will withhold payment until such time as terms are fulfilled.

#### INSURANCE

1. Throughout the term of this Agreement, Contractor and its Subcontractors, if any, shall secure and maintain, at its own expense, the following insurance requirements with companies satisfactory and acceptable to the City of Berkeley Lake and shall furnish the City of Berkeley Lake certificates evidencing such insurance prior to commencement of work under this Agreement and thereafter on an annual basis and upon request.
  - (a) Worker's Compensation and Employer's Liability and Insurance shall fully comply with the statutory requirements of all state laws as well as federal laws as applicable. Employer's Liability limit shall be \$500,000 per accident for bodily injury and \$500,000 per employee/aggregate for disease.
  - (b) Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregates for injury and/or death and/or property damage.
  - (c) Business Automobile Liability Insurance covering all owned, hired, and non-owned vehicles and equipment used by Contractor with a minimum combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.

2. The City of Berkeley Lake shall be named on the insurance certificates as additionally insured.

### WARRANTY

Throughout the term of the Agreement, Contractor shall promptly, and at its expense, provide Service to correct or complete any Service that was not provided in accordance with these Specifications.

No contractor, subcontractor, employee, or other person performing work on behalf of the City of Berkeley Lake shall operate a road worthy vehicle without an active Georgia drivers' license or commercial drivers' license where applicable.

### NOTICES

All notices and communications given by either party under the Agreement to the other shall be in writing, and shall be deemed to be properly served if delivered in person to the address shown herein, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown herein.

### SCHEDULING

1. The Contractor shall perform all work required at specified intervals, in a timely manner as soon as weather and site conditions permit to fulfill the spirit and intent of the contract.
2. Observed holidays shall be as follows:
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Christmas Day
3. Emergency Service, as requested by the City of Berkeley Lake, shall be provided by the Contractor within 72 hours of notification.

### SERVICES TO BE PERFORMED

1. Contractor shall perform, manage, direct and control the Service and its employees in accordance with these Specifications and shall be solely responsible for all maintenance means, methods, techniques, sequences and procedures and for coordinating and supervising all portions of the Service.
2. Contractor acknowledges that the Service specified in this document is not intended to express every detail of the Service to be provided by Contractor, and Contractor hereby represents that it is experienced and competent in providing Service that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such Service.
3. Contractor shall coordinate the Service with the work of other contractors whenever their work comes together. In the event Contractor and other contractors are unable to resolve any work-related disputes that may arise, the City of Berkeley Lake Representative shall be immediately notified and is hereby empowered to take action to resolve any dispute for Contractor.
4. Contractor shall maintain appropriate records for all Service provided as needed to substantiate charges to the City of Berkeley Lake for such Service. Contractor shall retain such records for a period of thirty-six (36) months from the date of performance of the Service.
5. Contractor may be called upon periodically by the City of Berkeley Lake to perform work not herein specified. Such work will be classified as contract extras or extra services.

### GENERAL PROCEDURES

Scope of work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, ground covers, lawns and irrigation systems. Services included shall be as follows:

- Mowing, edging and trimming of grassed areas and ground covers
- Pruning and trimming of tree and plant materials
- Application of fertilizers, insecticides, fungicides and herbicides
- Collection and removal of vegetative and non-vegetative debris.



**TERMINATION OF CONTRACT**

In the event the City of Berkeley Lake chooses to terminate the contract, it shall notify Contractor, in writing, no less than 30 calendar days in advance of termination. If the Contractor chooses to terminate the contract, it shall notify the City of Berkeley Lake, in writing, no less than 60 calendar days in advance of termination. Also, if the Contractor fails to fulfill any of the terms of the contract, payment will be withheld until such time as terms are fulfilled.

**XII. CITY ROAD MAP**

See attachment.

**XIII. UNIT PRICE SCHEDULE**

<b>Item No.</b>	<b>Description</b>	<b>Price Per Instance</b>	<b>Instances</b>	<b>Estimated Annualized Cost</b>
1a	Road Right-of-Way Maintenance (a)	\$585.00	7	\$4095.00
1b	Road Right-of-Way Maintenance (b)	\$180.00	7	\$1260.00
1c	Road Right-of-Way Maintenance (c)	\$490.00	7	\$3430.00
2	Overall Annual Right-of- Way Cleanup	\$55.00/hr.+ disposal	2	
3	City Hall & Park - Lawn Care & Weed Control	\$80.00	7	\$560.00
4a	Park Maintenance – City Hall Monthly	\$480.00	12	\$5760.00
4b	Park Maintenance – Seasonal Color	\$650.00	2	\$1300.00
4c	Park Maintenance – Mulch Installation	\$1020.00	2	\$2040.00
5a	Trash Rack Service / Maintenance	\$55/man hour	26	\$
5b	Trash Pick-up (PIB)	\$145.00	4	\$580.00
6a	Dam Mowing and Maintenance	\$585.00	6	\$3510.00
6b	Dam Parking Lot Mowing and Maintenance	\$70.00	12	\$840.00
7	Winter Weather Road Preparation	\$480.00	as needed	\$960.00
8a	City Gateway (Ridge and NBLR)	\$105.00	12	\$1,260.00
8b	City Gateway Pine Straw	\$160.00	2	\$320.00
				<b>\$25915.00</b>

<b>Description</b>	<b>Rate</b>
<b>Contract Extras Hourly Rate</b>	<b>\$55.00</b>
<b>Emergency Services Hourly Rate</b>	<b>\$55.00</b>

**XIV. ACCEPTANCE OF AGREEMENT**

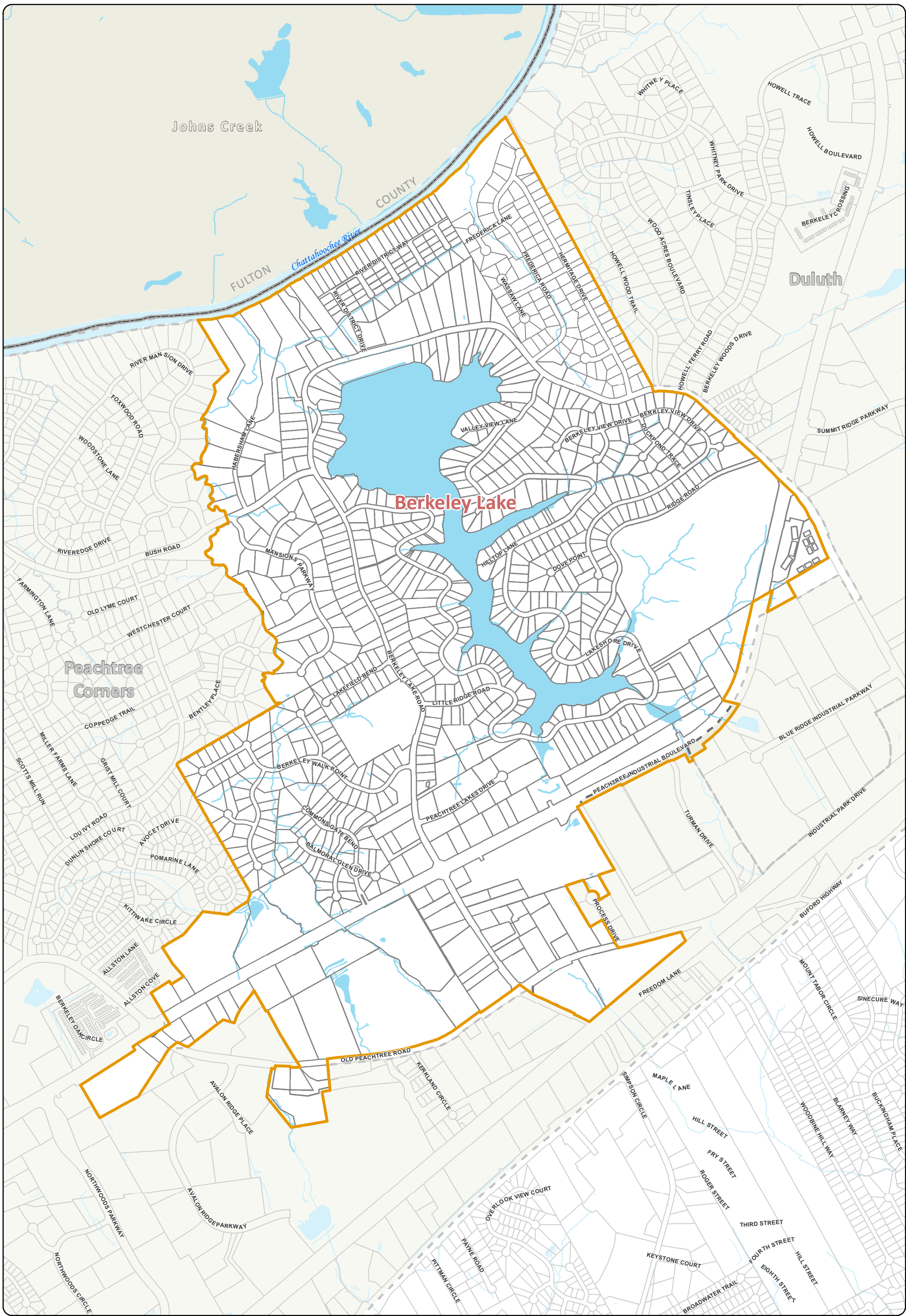
	<b>Contractor</b>	<b>Owner</b>
Party	Corners Outreach, Inc.	City of Berkeley Lake
Address	1854 Shackleford Ct. Suite 100 Norcross, GA 30093	4040 South Berkeley Lake Rd. Berkeley Lake, GA 30096
Telephone	770 778 6062	770 368 9484
Approved by:	Larry L Campbell	Lois D. Salter
Signature:		
Title:	Executive Director	Mayor

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Approval as to form:





\_\_\_\_\_  
Richard A. Carothers, City Attorney





4040 South Berkeley Lake Road  
Berkeley Lake, GA 30096  
(770) 368-9484 ~ www.berkeley-lake.com

**Berkeley Lake City Limits**  
Effective January 2013  
*Map Prepared December 31, 2012*

**Legend**

 County Boundaries	 Incorporated Areas	 Hydrography
 City of Berkeley Lake	 Parcels	

 Scale: 1" = 1,000' (11x17 sheet)

Map Notes:  
Incorporated areas outside of Berkeley Lake are current as of December 2012 (data courtesy of ARC).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> John Moore Insurance Agency Inc 2760 A Peachtree Industrial Blvd P.O. Box 966 Duluth, GA 30096	<b>CONTACT NAME:</b> Rene' D. Machost <b>PHONE (A/C No. Ext):</b> 770-476-0289 <b>E-MAIL ADDRESS:</b> rene@johnmooreagency.com	<b>FAX (A/C, No):</b> 770-476-8734
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Corners Outreach Inc CO Real Estate Holdings Inc 1854 Shackleford Court Ste 100 Norcross, GA 30093	<b>INSURER A:</b> Guidant Casualty Insurance Co <b>NAIC #:</b> 28746	
	<b>INSURER B:</b> Progressive Mountain Insurance Co <b>NAIC #:</b> 35190	
	<b>INSURER C:</b> Markel <b>NAIC #:</b> 2468	
	<b>INSURER D:</b> Southern Specialty Underwriters <b>NAIC #:</b> A0395	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01-0020-934	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	955176891	01/07/2023	01/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y		CI 1569024A	08/26/2023	08/26/2024	EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC0158566-05	10/29/2023	10/29/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXECUTIVE DIRECTOR EXCLUSION

**CERTIFICATE HOLDER****CANCELLATION**

The City of Berkeley Lake  
 4040 South Berkeley Lake  
 Duluth, GA 30096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# JAMES L. WHITAKER, P.C.

Certified Public Accountant  
2295 Henry Clower Blvd., Suite 205  
Snellville, Georgia 30078  
Telephone: 678-205-4438  
Fax: 678-205-4449

Member of  
The American Institute of  
Certified Public Accountants

Member of  
Georgia Society of  
Certified Public Accountants

November 21, 2023

To the Mayor, City Council and Management  
City of Berkeley Lake, Georgia  
4040 South Berkeley Lake Road  
Berkeley Lake, Georgia 30096

We are pleased to confirm our understanding of the services we are to provide City of Berkeley Lake, Georgia for the year ended December 31, 2023.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major funds, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Berkeley Lake, Georgia as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Berkeley Lake's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Berkeley Lake's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

### **1. Management's Discussion and Analysis**

We have also been engaged to report on supplementary information other than RSI that accompanies City of Berkeley Lake's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

### **1. Individual fund financial statements and budgetary schedules**

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Berkeley Lake, Georgia, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.



We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstance, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis of our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Berkeley Lake's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.



## **Other Services**

We will also assist in preparing the financial statements and related notes of City of Berkeley Lake, Georgia in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.



You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies or previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Berkeley Lake, Georgia; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for the engagement is the property of James L. Whitaker, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Georgia Department of Audits or its designee, a federal agency providing direct or indirect funding, or the U. S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of James L. Whitaker, P. C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.



The Audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Georgia Department of Audits. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James L. Whitaker is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 15, 2024 and to issue our reports no later than June 30, 2024.

Our fee for services will be at our standard hourly rates and is expected to range between \$15,000 and \$17,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until you account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

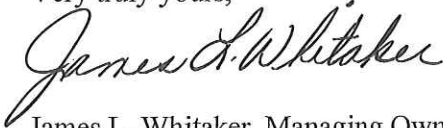
## **Reporting**

We will issue a written report upon completion of our audit of City of Berkeley Lake's financial statements. Our report will be addressed to Mayor, City Council and Management of City of Berkeley Lake, Georgia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, and a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reason with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Berkeley Lake, Georgia is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of Berkeley Lake, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



James L. Whitaker, Managing Owner  
James L. Whitaker, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Berkeley Lake, Georgia.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



### **Report on the Firm's System of Quality Control**

November 16, 2022

To the Shareholder of James L. Whitaker, P.C.  
and the Per Review Committee of the Georgia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James L. Whitaker, P.C. (the firm), in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

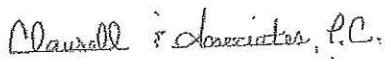
#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### **Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of James L. Whitaker, P.C., in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James L. Whitaker, P.C. has received a peer review rating of *pass*.



Clausell & Associates, P.C.

CITY OF BERKELEY LAKE, GEORGIA  
NONATTEST SERVICES DISCLOSURE

FOR THE YEAR ENDING DECEMBER 31, 2023

In connection with our audit of the financial statements of the above referenced client, we have discussed with the client's management the importance of their acknowledgement of their responsibilities regarding any nonattest services we may perform during the audit. Nonattest services that we may perform during the audit include the following:

1. Preparation of the draft financial statements and related notes.
2. Preparation of the general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the organization's general ledger into a working trial balance.
3. Preparation of proposed journal entries necessary to convert your cash basis records or modified accrual records to the accrual basis of accounting. The journal entries will be prepared from information that you provide to us.
4. Preparation of the organizations depreciation schedule from the information you furnish to us such as additions, deletions, depreciation methods and asset lives.
5. Preparation of the organization state and federal information returns (form 990) or income tax returns, if applicable.
6. Preparation of the organization's "Report of Local Government Finances" as required by the Department of Community Affairs.
7. Preparation of the organization's "Solid Waste Report" as required by the State of Georgia, Environmental Protection Division.
8. Preparation of the annual impact fee report required by the State of Georgia.
9. Assistance with the preparation of the Data Collection Form and Schedule of Federal Expenditures as required with Single Audit Reports.
10. Assistance with the Introductory and Statistical Sections of the City's Comprehensive Annual Financial Reports.
11. Assistance with bank reconciliations.

Your responsibilities as they pertain to the above mentioned nonattest services that we may perform are as follow:

- A. To make all management decisions and perform all management functions.
- B. Designate an individual with suitable skill, knowledge, or experience to oversee any nonattest services, tax services, or other services we may provide.
- C. To evaluate the adequacy and results of the services performed.
- D. To take responsibility for the results of the services.
- E. Establish and maintain internal controls, including monitoring ongoing activities.

We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or performing management functions. We will advise management with regard to positions taken in the performance of or preparation of any of the above services, but management must make all decisions with regard to those matters.

## City of Berkeley Lake - 2024 Proposed Budget Highlights

Please be advised of the following items of note regarding the proposed 2024 budget:

### General

The City Treasurer and the Citizen Finance Committee approved the proposed 2024 budget as presented

### Revenues

- 1) The proposed budget anticipates no increase in the real property tax millage rate for 2024 over the rollback rate for 2023.
- 2) *Title Ad Valorem Taxes* have been increased by \$42,456 or 51% due to 2022 pacing.
- 3) *Occupation Taxes* have been increased by \$5,379 or 14% due to an increase in employee numbers across Berkeley Lake businesses during 2023. These revenues will be used for general operations.
- 4) *Interest Revenues* have been increased by \$61,560 or 248% in the 2024 budget over the 2023 budget due to market trends.
- 5) *American Rescue Plan Act (ARPA)* grant revenue represents the funds carried over from 2021 and 2022 less money expected to be spent before the end of the year on the Pavement Assessment Project. Monies must be obligated by December 31, 2024, and disbursed by December 31, 2026.
- 6) *Telephone Franchise Fees for MCI/Verizon* dropped 80%, from \$14,080 to \$2,800, due to a change in formula for calculating what they owe. They switched from a per mile flat fee to a percentage of revenues, which they are entitled to do under Georgia law.

### Expenses

- 1) A total of \$15,500 in *Contingency* funds has been distributed across most departments.
- 2) The *Housing and Development* line of the budget has increased by approximately \$100,000 (81%) due to the proposed zoning ordinance re-write. A re-write is needed to modernize the zoning ordinance to address the current development environment.
- 3) *General Fund* expenses overall will be increased by 10.8%. The increase is due to the following:
  - a. Increased costs due to inflation, and
  - b. a 3% cost of living adjustment.
- 4) The *General Government* line includes salaries for the City Administrator and Assistant to the City Administrator. However, the City Administrator acts as the planning director (Housing and Development line item) and public works director (Public Works line item), spending approximately 30% of her time on each. The Assistant to the City Manager is the court clerk and spends approximately 10% of her time on court-related duties (Judicial line item). In addition, she supports code enforcement (Public Safety line item) and permitting (Housing and Development line item) with approximately 10% and 25% of her time respectively.





	2023 Budget	2023 Forecast	2024 Budget	2024 vs 2023 Budget
100 General	1,108,565	1,308,427	1,228,767	10.8%
100 Reserves	-	-	-	
230 ARPA	-	-	-	
230 Reserves	620,348	181,019	348,468	
320 SPLOST	445,586	490,210	480,460	7.8%
320 Reserves	1,003,507	-	1,529,952	52.5%
<b>Total Revenue</b>	<b>3,178,006</b>	<b>1,979,656</b>	<b>3,587,647</b>	12.9%
General Government	565,807	459,358	587,423	3.8%
Judicial	9,190	1,740	9,190	0.0%
Public Safety	170,031	139,979	169,924	-0.1%
Public Works	158,643	105,649	160,542	1.2%
Culture & Recreation	22,462	16,063	20,904	-6.9%
Housing & Development	125,101	20,060	226,410	81.0%
<b>General Expenses</b>	<b>1,051,235</b>	<b>742,849</b>	<b>1,174,392</b>	11.7%
SPLOST Public Works	1,013,370	-	1,509,683	49.0%
SPLOST Admin Facilities	344,474	25,803	344,153	-0.1%
SPLOST Public Safety	91,249	-	123,894	35.8%
SPLOST Rec Facilities	-	-	20,682	
<b>SPLOST Expenses</b>	<b>1,449,093</b>	<b>25,803</b>	<b>1,998,412</b>	37.9%
<b>ARPA Expenses</b>	<b>-</b>	<b>181,019</b>	<b>348,468</b>	
<b>Total Expenses</b>	<b>2,500,328</b>	<b>949,671</b>	<b>3,521,272</b>	40.8%
Addition to General Reserves	57,330	565,578	54,375	-5.2%
Addition to SPLOST Reserves	-	464,407	12,000	

ORDINANCE

AN ORDINANCE TO ESTABLISH A BUDGET FOR THE YEAR 2024; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it ordained by the Mayor and the City Council of the City of Berkeley Lake that the 2024 Budget shall be appropriated as follows:

<u>Revenues</u>	
General	1,228,767
American Rescue Plan Act	348,468
SPLOST	<u>2,010,412</u>
Total Revenues	\$3,587,647
<u>Expenditures</u>	
General Government	587,423
Judicial	9,190
Public Safety	169,924
Public Works	160,542
Culture & Recreation	20,904
Housing & Development	226,410
Additions to General Reserves	54,374
SPLOST – Public Works	1,509,683
SPLOST – Admin Facilities	344,153
SPLOST – Public Safety	123,894
SPLOST – Rec Facilities	20,682
SPLOST – Addition to Reserves	12,000
American Rescue Plan Act	<u>348,468</u>
Total Expenditures	\$3,587,647

All ordinances and parts of ordinances in conflict herewith are repealed to the extent of any such conflict. This ordinance shall be effective upon adoption by the Council of the City of Berkeley Lake.

So ordained, this 6th day of December 2023.

ATTEST:

\_\_\_\_\_  
Lois D. Salter, Mayor

\_\_\_\_\_  
Leigh Threadgill, City Clerk

First Read: October 19, 2023  
Second Read/Hearing: November 16, 2023  
Adoption: December 6, 2023

ORDINANCE NO. O-23-250

AN ORDINANCE AMENDING CHAPTER 14 – BUILDING AND BUILDING REGULATIONS, ARTICLE II – STATE MINIMUM STANDARD CONSTRUCTION CODES, SECTION 14-20 – STANDARDS ADOPTED OF THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO ADOPT THE METRO WATER DISTRICT – WATER EFFICIENCY CODE REQUIREMENTS, AN AMENDMENT TO THE GEORGIA STATE MINIMUM STANDARD PLUMBING CODE; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Section 1. It is hereby ordained by the governing authority of the City of Berkeley Lake that Chapter 14, Article II, Section 14-20 of the Code of the City of Berkeley Lake be AMENDED by deleting it in its entirety and enacting in its place a new Article II, Section 14-20 to read as follows:

**Sec. 14-20. Standards adopted.**

(a) The following are adopted by reference:

- (1) The state minimum codes enumerated in O.C.G.A. § 8-2-20(9)(B)(i), as now or hereafter revised or modified pursuant to state law, with the following amendments to the plumbing code as required by the Metro North Georgia Water Planning District.

(a) Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the City of Berkeley Lake as follows:

A. Chapter 2, Section 202 General Definitions. Add in alphabetical order and revise, as applicable, the following definitions:

*Kitchen faucet or kitchen faucet replacement aerator.* A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.8 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements of ASME A112.18.1/CSA B125.1.

*Lavatory faucet or lavatory faucet replacement aerator.* A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.2 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification -

*Landscape Irrigation.*

*Flow sensor.* An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

*Lawn or landscape irrigation system.* An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

Master shut-off valve. An automatic valve such as a gate valve, ball valve, or butterfly valve installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

Pressure regulating device. A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

Rain sensor shut-off. An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

WaterSense irrigation controller. A weather-based or soil moisture-based irrigation controller labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.

WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

Shower head. A shower head that allows a flow of no more than the average of 2.0 gallons of water per minute at 80 pounds per square inch of pressure, is listed in the WaterSense specification for Showerheads, and meets the US Department Definition of Energy definition of showerhead.

#### B. Chapter 6, Section 604.4 Maximum Flow and Water Consumption.

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4

#### Exceptions:

- (1) Blowout design water closets having a water consumption not greater than 3 ½ gallons (13 L) per flushing cycle.
- (2) Vegetable sprays.
- (3) Clinical sinks having a water consumption not greater than 4 ½ gallons (17 L) per flushing cycle.
- (4) Laundry tray sinks and service sinks.
- (5) Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
PLUMBING FIXTURES AND FIXTURE FITTINGS

<u>PLUMBING FIXTURE OR FIXTURE FITTING</u>	<u>MAXIMUM FLOW RATE OR QUANTITY</u>
<u>Lavatory faucet and replacement aerators, private</u>	<u>WaterSense Labeled &amp; 1.2 gpm at 60 psi<sup>f</sup></u>
<u>Lavatory faucet, public (metering)</u>	<u>0.25 gallon per metering cycle</u>
<u>Lavatory, public (other than metering)</u>	<u>0.5 gpm at 60 psi</u>
<u>Showerhead<sup>a</sup></u>	<u>WaterSense Labeled &amp; 2.0 gpm at 80 psi<sup>f</sup></u>
<u>Kitchen faucet and replacement aerators</u>	<u>1.8 gpm at 60 psi<sup>f, g</sup></u>
<u>Urinal</u>	<u>0.5 gallon per flushing cycle<sup>f</sup></u>
<u>Water Closet</u>	<u>1.28 gallons per flushing cycle<sup>c, d, e, f</sup></u>

For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,

1 pound per square inch = 6.895 kPa

(a) A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure as long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads and not recommended for water efficiency purposes.

(b) Consumption tolerances shall be determined from referenced standards.

(c) For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

(d) For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

(e) For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

(f) See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

(g) Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

1. 604.4.1 Clothes Washers. Residential clothes washers shall be in accordance with the Energy Star program requirements.

2. 604.4.2 Cooling Tower Water Efficiency.

a. 604.4.2.1 Once-Through Cooling. Once-through cooling using potable water is prohibited.

b. 604.4.2.2 Colling Towers and Evaporative Coolers. Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift

eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

c. 604.4.2.3 Cooling Tower Makeup Water. Water used for air conditioning, cooling towers, shall not be discharged where the hardness of the basin water is less than 1500 mg/L. Exception: Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

3. 604.4.3 Landscape Irrigation System Efficiency Requirements. The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent upon a nonpublic water source. Nothing in this code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses or is otherwise required by some requirement beyond this Code to install a landscape irrigation system on premises.

a. 604.4.3.1 Avoiding Water Waste Through Design. All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

b. 604.4.3.2 Landscape Irrigation System Required Components. All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.

4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:

i. A WaterSense irrigation controller; and

ii. At least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

C. Chapter 13 Nonpotable Water Systems, Section 1304 Reclaimed Water Systems.

1. 1304.3.2 Connection to water supply. Reclaimed water provided from a reclaimed wastewater treatment system permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agricultural operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, trees, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

Appendix E, Section E101.1.2.

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

(2) Additional codes:

- a. International Property Maintenance Code, 2012 Edition with Georgia Amendments.
- b. International Existing Building Code, 2012 Edition with Georgia Amendments.

(b) If any of the publications listed in subsection (a)(2) of this section are adopted as a state minimum code pursuant to O.C.G.A. § 8-2-20 et seq., then the edition adopted by the state shall control. If

any of the publications listed in subsection (a)(2) of this section are less stringent than the state minimum codes promulgated pursuant to O.C.G.A. § 8-2-20 et seq., the state minimum code shall control.

- (c) A copy of each of the publications listed in subsection (a)(2) of this section, as adopted by the state, is filed in the office of the city clerk and available for review by the public. The same is adopted and incorporated as fully as if set out at length herein, and from the date on which this section shall take effect, the provisions thereof shall be controlling within the corporate limits of the city.
- (d) The city engineer and the county department of housing and building inspection shall enforce the state minimum codes adopted herein.

(Code 2004, §§ 35-101—35-106; Ord. No. O-20-231, § 1, 3-28-2020)

Section 2: Should any article, section, subsection, paragraph, clause, phrase or provision of this ordinance be adjudged invalid or held unconstitutional, such decision shall not affect or invalidate the remaining portions of this ordinance.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: This ordinance shall be effective January 1, 2024.

Passed and adopted by the Mayor and Council on this 6<sup>th</sup> day of December 2023.

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LOIS SALTER  
Mayor

ATTEST:

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LEIGH THREADGILL  
City Clerk

1st Reading: November 16, 2023  
2nd Reading and Adoption: Dec. 6, 2023



**RESOLUTION  
ADOPTION OF LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

**The Council of the City of Berkeley Lake hereby resolves:**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the City of Berkeley Lake is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the City of Berkeley Lake, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the City of Berkeley Lake has followed the required procedures in O.C.G.A. §8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has recommended they be adopted;

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the City of Berkeley Lake and water efficiency is essential to this need;

**WHEREAS**, the City of Berkeley Lake is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply with the requirements of Metropolitan North Georgia Water Planning District’s 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the City of Berkeley Lake finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;
2. The City of Berkeley Lake has followed the required procedures in O.C.G.A. § 8-2-25(c).
3. The City of Berkeley Lake hereby adopts the Local Amendments to Plumbing Code, which will take effect on January 1, 2024.

**THIS, 6<sup>TH</sup> day of December 2023**

\_\_\_\_\_  
Lois Salter, Mayor

ATTEST:

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Leigh Threadgill, City Clerk