



AGENDA  
SPECIAL CALLED COUNCIL MEETING  
4040 S. BERKELEY LAKE RD.  
BERKELEY LAKE, GEORGIA 30096  
AUGUST 14, 2025

7:00 PM Work Session  
8:00 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.*

**WORK SESSION**

**CALL TO ORDER**

**AGENDA**

**PUBLIC HEARING**

**CONSENT AGENDA**

- a) Minutes of July 17, 2025, Council Meeting
- b) Minutes of July 17, 2025, Council Work Session
- c) Financial Statements of June 2025 – Unaudited

**OLD BUSINESS**

- a) Discussion – Amendment to Property Maintenance Code - Sec. 14-74, Trees

**NEW BUSINESS**

- a) R-25-05, Resolution to Adopt 2025 Millage Rate
- b) Public Works: 350 and 356 Lakeshore Drive Drainage Easements
- c) Ratification of Contract for Cleaning Services
- d) Discussion – Amendment to Sec. 46-2, Discharging firearms, slingshots, bows, airguns, and similar devices

**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**  
**JULY 17, 2025**

### **ATTENDANCE**

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Mayor: Lois Salter

Council Members: Scott Lee, Chip McDaniel, Resa Mechling and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator, Cullen Threlkeld – City Attorney

Members of the Public: 6

Members of the Press: 0

### **CALL TO ORDER**

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Salter called the meeting to order at 8:00 PM. A quorum of council members was in attendance.

### **AGENDA**

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Salter solicited a motion regarding the agenda.

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

### **PUBLIC HEARING**

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- a) O-25-258-Zoning Ordinance Amendment, Sec. 78-111 – Walls and Fences

Salter solicited comments regarding the proposed zoning code amendment.

Delicia Reynolds, 3685 North Berkeley Lake Road, said the ordinance change is useless for addressing the deer problem. It doesn't affect the overpopulation issue at all and won't affect the deer jumping over the fence very much. The fawns can't jump 8 feet, but the does certainly can.

There were no further comments.

Salter closed the public hearing.

## CONSENT AGENDA

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

- a) Minutes of June 19 ,2025, Council Meeting
- b) Minutes of June 19, 2025, Council Work Session
- c) Financial Statements of May 2025 – Unaudited
- d) 2024 Financial Statement - Audited

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

## OLD BUSINESS

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- a) O-25-258 – Zoning Ordinance Amendment, Sec. 78-111 – Walls and Fences

Threadgill: This amendment to increase the height of fencing in side and rear yards and to remove time limits for temporary fencing for gardens comes at the request of a citizen to provide better defense against deer intrusion and was recommended for approval by the Planning & Zoning Commission at their June meeting. Last month the council placed it on first read and tonight it is up for second read and adoption.

**Lee made a motion to place O-25-258, an ordinance to amend Sec. 78-111, Walls and Fences, on second read and adopt the measure. Spitler seconded the motion. All council members were in favor and the motion passed.**

## NEW BUSINESS

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- a) R-25-03, Municipal General and Special Election Call, Appointment of Absentee Ballot Clerk

Threadgill: On November 4<sup>th</sup>, the City will conduct a general election to fill the expiring terms of Scott Lee, Chip McDaniel and appointee Resa Mechling, who is serving the remainder of Rodney Hammond's term. Also on November 4<sup>th</sup>, the City will conduct a special election to fill the vacancy created by the death of Bob Smith, currently being filled by appointee Barbara Geier. That term runs until the end of 2027. This resolution calls for both elections and provides pertinent information such as the schedule for the qualifying period as well as advance in person voting and the compensation to be paid to poll officials. In addition, it appoints me as absentee ballot clerk.

**Spitler made a motion to adopt R-25-03, a resolution to call for the Municipal General and Special Elections to be held on November 4, 2025, to appoint Leigh Threadgill as absentee ballot clerk, and to establish compensation for poll officials. McDaniel seconded the motion. All remaining council members were in favor and the motion passed.**

- b) R-25-04, Opt In Resolution for Chang v. City of Milton Amicus

Threadgill: This resolution comes from the City of Milton and is endorsed by our City Attorney and recommended for your adoption tonight. We discussed it in work session and it is a show of support to the City of Milton who is fighting a lawsuit regarding liability related to a fixed object in the right of way.

Salter added that this could affect other cities if it were pursued.

**Lee made a motion to adopt R-25-04, a resolution authorizing participation in an amicus brief in the Chang V. City of Milton appeal. Mechling seconded the motion. All council members were in favor and the motion passed.**

c) Public Works – Ratification of Change Order 1, 2025 LMIG Project

Threadgill: The change order to the recently approved 2025 LMIG Project is for repairs identified by staff that can be accomplished by the contractor while here performing the repaving of Berkeley Field and Berkeley Commons. It is within the amount set aside as contingency when the contract was approved but represents an \$8,335 increase in project cost for a total project cost of \$339,427.99. The project is funded by LMIG and SPLOST.

**Mechling made a motion to approve the 2025 LMIG Project Change Order 1 in the amount of \$8,335.00. Spitler seconded the motion. All council members were in favor and the motion passed.**

d) Discussion – Amendment to Property Maintenance Code – Sec. 14-74, Trees

Salter asked Threadgill if she had any comments. She said that she did not, but that we should be available to answer any questions regarding the ordinance.

Salter stated that Hanson did what we ask of citizens if they want to make a suggestion. She put the time and thought in to writing up what her suggestions were and submitted in ample time for city council to begin to acquaint themselves with her suggestions and speak to other citizens about it.

Salter recognized Hanson and asked if she wanted to add anything to what she has already submitted in writing.

Susan Hanson, 3755 North Berkeley Lake Road, stated that she assumed the city council had read what the ordinance is and what her suggestions are. She amplified a little bit on those. She explained her one suggestion in part a is a certified arborist should be who does that. She indicated that she didn't know what a registered forester is, but if we keep it, that should be defined.

Her main suggestion is that tree stump rules should be changed to allow snags. A snag is the trunk of a tree that no longer has its canopy. It was a live tree without a canopy. It's also called a dead tree, but it's still functioning as a tree. If we allow a snag, it provides habitat for woodpeckers and other cavity nesters. There may be concerns about safety. She stated that

when she came 37 years ago, she left a snag. She was just finding out about things about the environment, but she knew that snags were supposed to be good for the environment. After 25 years it had been peeling off. She showed the remnant of the pine tree from the tree she left standing 37 years ago. It isn't going to fall. The other thing is that there are three snags she left in her yard. In February, a perfectly healthy tree fell down, but the three snags are still there. She does not think it's unsafe to have a snag.

The other suggestion is related to part c and tree debris. It is important to leave debris on the ground where it's attractive and can be used. It can prevent erosion and allows the nutrients to go back into the soil and make topsoil. As the ordinance is now it says all that has to be removed.

Hanson asked if there were any questions for her.

There were none.

Salter noted that council members could continue to talk to other citizens about this and she expressed her appreciation to Hanson for writing up everything so nicely.

#### **PUBLIC COMMENTS**

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Gary Volino, 380 Lakeshore Drive, noted that he owns 4477 PIB in partnership with two other individuals. It's the piece behind Chris Holben. He indicated he has had many conversations with Chris Holben about that property and what they plan to do with it. For the last year they have been working with Gwinnett County to locate utilities and dig things up. Hopefully we will get all the fencing down. They've just got to tell us the fencing can come down and they're done inspecting and all those types of things. We'll clean it all up. They would like to build a pickleball or padel facility on the land. He sent that request to Caleb who is working on the zoning project the city has going on. He reread his email to Caleb asking if the new code allowed for such use, for pickleball and padel, and Caleb's response that it does and it falls under general outdoor entertainment and recreation. This was good news because he will just need to rezone the property. He noted that Threadgill was copied on it and said it was good news because it falls under C-2 and MX districts which are being considered for creation in the code update so the property would have to be rezoned to one of those categories, but that needs to wait until the code is updated, which is fine.

Salter noted that Volino was a little over the two-minute limit so she would have to stop him. She said that if he has something longer he can send it in writing at least a week in advance, as Hanson had done.

Volino acknowledged that and indicated he was just trying to create awareness about what is going on there and they are trying to do something with that land.

Delicia Reynolds, 3685 North Berkeley Lake Road, said that it isn't right for the city to cite citizens for a code violation when the city is in violation of the same code section, specifically

referring to Hanson. Her property is larger than the city property that is in violation. That isn't a good thing for the city.

#### **ADJOURNMENT**

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

Salter adjourned the meeting at 8:16 PM.

Submitted by:

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Leigh Threadgill, City Clerk



**COUNCIL WORK SESSION  
4040 SOUTH BERKELEY LAKE ROAD  
BERKELEY LAKE, GEORGIA 30096  
DRAFT MINUTES  
JULY 17, 2025**

**ATTENDANCE**

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Mayor: Lois Salter

Council Members: Scott Lee, Chip McDaniel, Resa Mechling and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator, Cullen Threlkeld – City Attorney

Members of the Public: 6

Members of the Press: 0

**WORK SESSION**

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Salter reviewed the agenda with the council and solicited questions regarding the items for consideration.

The work session was adjourned.

Submitted by:

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Leigh Threadgill, City Clerk

# City of Berkeley Lake

## Budget vs. Actuals: Budget\_FY25\_P&L - FY25 P&L

January - June, 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	506,431.30	1,272,301.00	-765,869.70	39.80 %
320 320 SPLOST Income	253,254.80	1,895,652.00	-1,642,397.20	13.36 %
<b>Total Income</b>	<b>\$759,686.10</b>	<b>\$3,167,953.00</b>	<b>\$ -2,408,266.90</b>	<b>23.98 %</b>
GROSS PROFIT	<b>\$759,686.10</b>	<b>\$3,167,953.00</b>	<b>\$ -2,408,266.90</b>	<b>23.98 %</b>
Expenses				
1 Gen Govt	213,676.57	604,943.00	-391,266.43	35.32 %
2 Judicial	1,629.70	9,439.00	-7,809.30	17.27 %
230 ARP Act Expenses 230		0.00	0.00	
3 Public Safety	65,775.20	171,968.00	-106,192.80	38.25 %
4 Public Works	73,936.26	170,240.00	-96,303.74	43.43 %
6 Culture and Recreation	6,224.57	21,990.00	-15,765.43	28.31 %
7 Housing and Development	37,599.50	238,578.00	-200,978.50	15.76 %
9000.61.1100 Xfer Out - Reserve Fund		55,142.00	-55,142.00	
SPLOST Expenses	18,249.05	1,895,653.00	-1,877,403.95	0.96 %
<b>Total Expenses</b>	<b>\$417,090.85</b>	<b>\$3,167,953.00</b>	<b>\$ -2,750,862.15</b>	<b>13.17 %</b>
NET OPERATING INCOME	<b>\$342,595.25</b>	<b>\$0.00</b>	<b>\$342,595.25</b>	<b>0.00%</b>
NET INCOME	<b>\$342,595.25</b>	<b>\$0.00</b>	<b>\$342,595.25</b>	<b>0.00%</b>



# City of Berkeley Lake

## Income & Expense

June 2025

	TOTAL
Income	
100 100 General	72,602.69
320 320 SPLOST Income	43,837.12
<b>Total Income</b>	<b>\$116,439.81</b>
GROSS PROFIT	<b>\$116,439.81</b>
Expenses	
1 Gen Govt	21,529.71
2 Judicial	175.00
3 Public Safety	10,155.82
4 Public Works	8,518.12
6 Culture and Recreation	361.35
7 Housing and Development	11,540.50
SPLOST Expenses	4,919.05
<b>Total Expenses</b>	<b>\$57,199.55</b>
NET OPERATING INCOME	<b>\$59,240.26</b>
NET INCOME	<b>\$59,240.26</b>

# City of Berkeley Lake

## Balance Sheet As of June 30, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	4,922,391.04
SPLOST Fund	1,595,401.49
Suspense 1.11.1000	0.00
<b>Total Bank Accounts</b>	<b>\$6,517,792.53</b>
Accounts Receivable	
Accounts Rec 1.11.1900.1	23,295.30
<b>Total Accounts Receivable</b>	<b>\$23,295.30</b>
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	83,387.91
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	72,000.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	1,504.99
Prepaid items 1.11.3800	4,212.00
Taxes Receivable 1.11.1600	13,475.97
Undeposited Funds 1.11.1114	706.00
<b>Total Other Current Assets</b>	<b>\$175,286.87</b>
<b>Total Current Assets</b>	<b>\$6,716,374.70</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>
Other Assets	
Accum amort - bond cost	0.00
Amt avail 4 debt svc 9.11.9100	0.00
Bond issuance cost	0.00
Loan Receivable - Facilities	0.00
Loan Receivable - Paving	0.00
To be prov 4 debt 1.11.7500	0.00
<b>Total Other Assets</b>	<b>\$0.00</b>
<b>TOTAL ASSETS</b>	<b>\$18,171,423.84</b>

# City of Berkeley Lake

## Balance Sheet As of June 30, 2025

	TOTAL
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	20,603.59
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
<b>Total Accounts Payable</b>	<b>\$20,603.59</b>
Credit Cards	
Anderson Credit Card (8186)	364.42
BOZEMAN, MARTY (0241)	0.00
Hiller Credit Card (8402)	782.34
Hunter Credit Card (0891)	372.34
Threadgill Credit Card (3322)	548.06
Wilhite Credit Card (1132)	0.00
<b>Total Credit Cards</b>	<b>\$2,067.16</b>
Other Current Liabilities	
*Sales Tax Payable	0.00
1.12.28 Bonds payable - current	0.00
Accounts Payable Accruals-L*	0.00
Accounts payable-L 1.12.1100.2	0.00
Accrued Expenses 1.12.1150	0.00
Accrued Interest Payable	0.00
Accrued Salaries 1.12.1200	0.00
Accrued SPLOST Expenses 2.12.1250	0.00
Deferred revenue 1.12.2500	16,597.17
Direct Deposit Payable	-0.01
MyGov	-156.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	-1,503.53
Regulatory Fees Payable	22,126.39
Retainage Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$37,130.12</b>
<b>Total Current Liabilities</b>	<b>\$59,800.87</b>

# City of Berkeley Lake

## Balance Sheet

As of June 30, 2025

	TOTAL
Long-Term Liabilities	
Gen Oblig Bond Payable1.12.3000	0.00
GOB Payable - 2009 1.12.3000.2	0.00
GOB Payable - 2011 1.12.3000.3	0.00
GOB Payable - 2012 1 12.3000.4	0.00
SPLOST Loan Payable - Paving	0.00
SPLOST Loan Payable Facilities	0.00
<b>Total Long-Term Liabilities</b>	<b>\$0.00</b>
<b>Total Liabilities</b>	<b>\$59,800.87</b>
Equity	
Fund Bal Unrsvd 1.13.4220	4,867,148.91
Investmt in fixedassets 1.13.4K	11,327,229.85
Opening Bal Equity	0.00
Reserve for prepaids 1.13.4125	5,716.99
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,650,643.62
Retained Earnings 1.13.3000	-81,711.65
Net Income	342,595.25
<b>Total Equity</b>	<b>\$18,111,622.97</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$18,171,423.84</b>

**Mayor and City Council**

**July, 2025**

**Suggestions for changes to City Code, Section 14-74 Trees**

**Section 42-74 Trees**

**a. Remove “a registered forester” retain “certified arborist”**

**b. Tree stumps**

**Snags (the trunk of a tree that no longer has its canopy) will be allowed to provide habitat for woodpeckers and other cavity nesters.**

**c. Tree debris**

**Felled trees or removed limbs can be placed in a way that benefits the landscaping plan and prevents erosion. The decaying wood will provide habitat for beetles, salamanders, lizards and other wildlife. As the wood decays, it will provide nutrients for plants and make topsoil for a healthy habitat.**

*I would like to address the council  
to explain why these changes are necessary.*

*Susan Hanson*

#### **Sec. 14-74. - Trees.**

- (a) *Hazardous trees.* Dead, dying, damaged or diseased trees, which are hazardous to persons on adjacent property or to adjacent property, shall not be allowed to exist or to be maintained on any premises. A finding by a registered forester or certified arborist shall constitute prima facie evidence that a tree is in danger of falling upon adjacent lots or public streets due to the death or impending death of the tree, or due to damage by weather conditions or due to disease infestation.
- (b) *Tree stumps.* Tree stumps greater than 12 inches in height above ground level shall not be permitted or maintained on any premises for more than 30 days after the tree has been cut. Exceptions are as follows:
  - (1) Property covered by a valid land disturbing permit; and
  - (2) Property one acre or greater in size.
- (c) *Tree debris.* Felled trees, slash, removed tree limbs, or other portions of any tree shall not be permitted or maintained on the ground on any premises for more than 30 days. Exceptions are as follows:
  - (1) Property covered by a valid land disturbing permit;
  - (2) Cut wood which is neatly stacked in lengths not to exceed three feet; and
  - (3) Property one acre or greater in size.

(Code 2004, § 23-1-10)

R-25-05

**CITY OF BERKELEY LAKE, GEORGIA**

**A RESOLUTION TO ESTABLISH THE  
CITY OF BERKELEY LAKE 2025 MILLAGE RATE**

**WHEREAS**, the City of Berkeley Lake, acting through its governing body, is empowered to establish and impose ad valorem property taxes; and

**WHEREAS**, the Mayor and Council of the City of Berkeley Lake wish to adopt a Resolution levying a rate of taxation, which is established for purposes of financing, in whole or in part, the City's expenses for the fiscal year 2025; and

**WHEREAS**, the Mayor and Council of the City of Berkeley Lake have reviewed the 2025 budget and property valuation and have concluded that it is in the best interest of the City to set a millage rate of 1.194 mills; and

**WHEREAS**, the City has previously adopted in compliance with State Law a budget for 2025 and has further made all requirements for giving notice of and publishing information regarding such levy of taxes as may be required by O.C.G.A. § 48-5-32 and other laws.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Berkeley Lake, Georgia that for the calendar year 2025 there is levied on all property in the City of Berkeley Lake subject to taxation an ad valorem tax of 1.194 mills.

**SO RESOLVED** on this, the 14th day of August, 2025.

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Lois D. Salter, Mayor

ATTEST:

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Leigh Threadgill, City Clerk

Recording Stamp:

**PERMANENT DRAINAGE AND  
MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025. By and between Kenneth Edwyn Davis  
(hereinafter referred to collectively as "Owner"), and the CITY OF BERKELEY LAKE, GEORGIA.

WHEREAS, Owner holds title to certain real property located at (hereinafter referred to as the Property”):

Mailing Address: 350 Lakeshore Drive  
Berkeley Lake, GA 30096  
Address: Tax Parcel: R6289113  
Land Lot(s): 289, 6th District  
Gwinnett County, City of Berkeley Lake, Georgia  
Deed Book 60134, page 807,  
Gwinnett County, Georgia Records.

WHEREAS, the City of Berkeley Lake has determined that a Permanent Drainage and Maintenance Easement area defined and delineated by the highlighted area on the attached Exhibit “A” is necessary for **construction and maintenance of stormwater infrastructure.**

Based upon the proposed construction the City of Berkeley Lake has agreed to accept maintenance responsibility for the stormwater infrastructure upon the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

1. The City of Berkeley Lake agrees to maintain the stormwater infrastructure located within the Stormwater Drainage Easement Area, as defined and delineated by the highlighted area on the attached Exhibit “A”, in a structurally sound condition so that it satisfies the stormwater management function to protect the public health, safety, and welfare. If the constructed Stormwater Drainage structure, substructure, or foundation fails, erodes, deteriorates or in any way becomes nonfunctioning, unusable, or in disrepair; all costs of repair, reconstruction and/or demolition and removal will be the responsibility of the City of Berkeley Lake. The City of Berkeley Lake, however, has no obligation to otherwise maintain portions of the stormwater drainage easement area that do not include the stormwater infrastructure, including, without limitation, driveways, landscaping, walls, patios, and fences.
2. The City of Berkeley Lake, or its agents, shall return all portions of the property affected by use of the Permanent easement to a condition reasonably comparable to the condition existing prior to the City of Berkeley Lake’s activity under the easement agreement.



Recording Stamp:

3. During and throughout the term hereof, the Owner hereby agrees to provide prompt notice to the City of Berkeley Lake of any maintenance issues regarding the Stormwater Infrastructure.
4. The Owner hereby grants to the City of Berkeley Lake a permanent stormwater drainage easement over and under that certain portion of the Property identified as the Permanent Stormwater Drainage and Maintenance Easement Area for the purposes of inspection, maintenance, and improvements to the stormwater infrastructure.
5. The Owner hereby grants the City of Berkeley Lake the right of entry in and upon the Property as necessary for the purpose of accessing the Permanent Stormwater Drainage and Maintenance Easement Area to perform any required maintenance or improvements.
6. The Owner is prohibited from the following:
  - a. Importation of fill or debris into the easement area;
  - b. Any modifications to the structure(s) or any action which increases the volume of stormwater entering into the storm drain infrastructure without the City of Berkeley Lake's approval.
  - c. Erecting or maintaining any building or structure of any nature whatsoever in the easement area;
  - d. Installing any trees, which would obstruct the City of Berkeley Lake's ability to maintain the stormwater infrastructure or impair the stormwater infrastructure;
  - e. Performing any action violating a State or Federal Law or Local ordinance with respect to the detention facility or stormwater infrastructure.
7. The Owner understands and agrees that the City of Berkeley Lake has the right to remove any tree(s), landscaping, vegetation, or structures which obstruct access within the easement area or which impair or damage the stormwater infrastructure.
8. The Owner agrees that the City of Berkeley Lake can assign its rights and responsibilities under this agreement.
9. The Owner understands and agrees that this easement is contingent on a land disturbance permit being issued, bids within the City of Berkeley Lake's budget for this project, and Final Approval by the City Council of the City of Berkeley Lake.
10. The Owner understands that this agreement will be recorded at the Gwinnett County, Georgia Records.
11. All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by deposit in the United States mail. The parties designate the following addresses as the respective places for giving such notice:

Recording Stamp:

**For the City of Berkeley Lake:**  
**4040 S Berkeley Lake Rd**  
**Berkeley Lake, GA 30096**

**For the Owner:**

12. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.

**OWNER(S):**

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
Grantor (Printed Name)

**CITY OF BERKELEY LAKE:**

CITY OF BERKELEY LAKE, GEORGIA

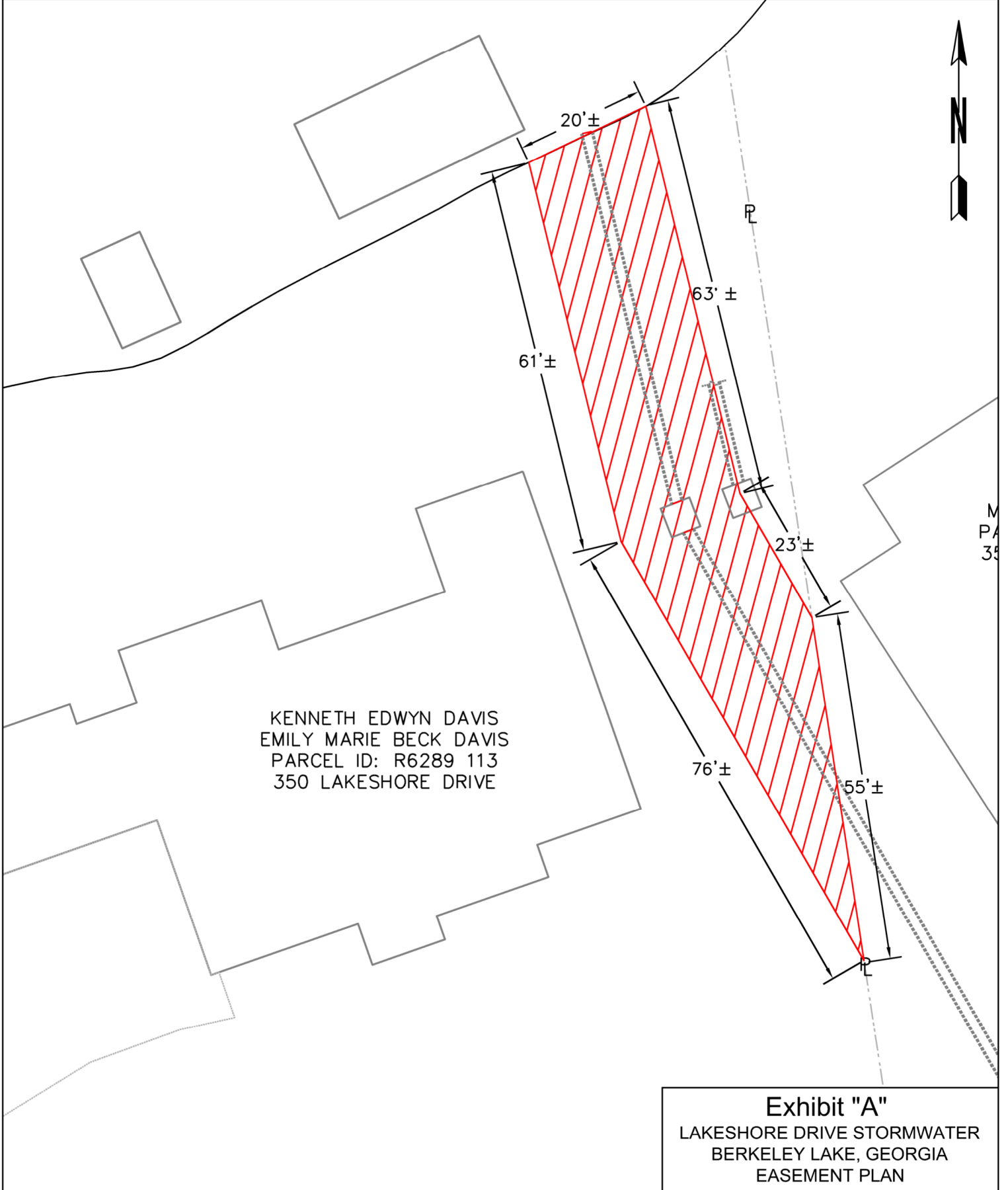
By: \_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

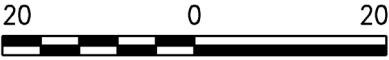
\_\_\_\_\_  
Office of the City Attorney



PERMANENT DRAINAGE AND MAINTENANCE EASEMENT = ±2230 SF



PERMANENT DRAINAGE AND  
MAINTENANCE EASEMENT



SCALE: 1" = 20'

KENNETH AND EMILY DAVIS  
350 LAKESHORE DRIVE NW

DATE: JULY 24, 2052

KECK & WOOD, INC.  
DULUTH, GEORGIA

Recording Stamp:

**PERMANENT DRAINAGE AND  
MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025. By and between Margaret D Bestill  
(hereinafter referred to collectively as "Owner"), and the CITY OF BERKELEY LAKE, GEORGIA.

WHEREAS, Owner holds title to certain real property located at (hereinafter referred to as the Property”):

Mailing Address: 356 Lakeshore Drive  
Berkeley Lake, GA 30096  
Address: Tax Parcel: R6289114  
Land Lot(s): 289, 6th District  
Gwinnett County, City of Berkeley Lake, Georgia  
Deed Book 16691, page 00081,  
Gwinnett County, Georgia Records.

WHEREAS, the City of Berkeley Lake has determined that a Permanent Drainage and Maintenance Easement area defined and delineated by the highlighted area on the attached Exhibit “A” is necessary for **construction and maintenance of stormwater infrastructure.**

Based upon the proposed construction the City of Berkeley Lake has agreed to accept maintenance responsibility for the stormwater infrastructure upon the terms and conditions set forth herein below.

NOW, THEREFORE, for and in consideration of One dollar (\$1.00) and other valuable consideration in hand paid by each party to the other, it is HEREBY AGREED as follows:

1. The City of Berkeley Lake agrees to maintain the stormwater infrastructure located within the Stormwater Drainage Easement Area, as defined and delineated by the highlighted area on the attached Exhibit “A”, in a structurally sound condition so that it satisfies the stormwater management function to protect the public health, safety, and welfare. If the constructed Stormwater Drainage structure, substructure, or foundation fails, erodes, deteriorates or in any way becomes nonfunctioning, unusable, or in disrepair; all costs of repair, reconstruction and/or demolition and removal will be the responsibility of the City of Berkeley Lake. The City of Berkeley Lake, however, has no obligation to otherwise maintain portions of the stormwater drainage easement area that do not include the stormwater infrastructure, including, without limitation, driveways, landscaping, walls, patios, and fences.
2. The City of Berkeley Lake, or its agents, shall return all portions of the property affected by use of the Permanent easement to a condition reasonably comparable to the condition existing prior to the City of Berkeley Lake’s activity under the easement agreement.

Recording Stamp:

3. During and throughout the term hereof, the Owner hereby agrees to provide prompt notice to the City of Berkeley Lake of any maintenance issues regarding the Stormwater Infrastructure.
4. The Owner hereby grants to the City of Berkeley Lake a permanent stormwater drainage easement over and under that certain portion of the Property identified as the Permanent Stormwater Drainage and Maintenance Easement Area for the purposes of inspection, maintenance, and improvements to the stormwater infrastructure.
5. The Owner hereby grants the City of Berkeley Lake the right of entry in and upon the Property as necessary for the purpose of accessing the Permanent Stormwater Drainage and Maintenance Easement Area to perform any required maintenance or improvements.
6. The Owner is prohibited from the following:
  - a. Importation of fill or debris into the easement area;
  - b. Any modifications to the structure(s) or any action which increases the volume of stormwater entering into the storm drain infrastructure without the City of Berkeley Lake's approval.
  - c. Erecting or maintaining any building or structure of any nature whatsoever in the easement area;
  - d. Installing any trees, which would obstruct the City of Berkeley Lake's ability to maintain the stormwater infrastructure or impair the stormwater infrastructure;
  - e. Performing any action violating a State or Federal Law or Local ordinance with respect to the detention facility or stormwater infrastructure.
7. The Owner understands and agrees that the City of Berkeley Lake has the right to remove any tree(s), landscaping, vegetation, or structures which obstruct access within the easement area or which impair or damage the stormwater infrastructure.
8. The Owner agrees that the City of Berkeley Lake can assign its rights and responsibilities under this agreement.
9. The Owner understands and agrees that this easement is contingent on a land disturbance permit being issued, bids within the City of Berkeley Lake's budget for this project, and Final Approval by the City Council of the City of Berkeley Lake.
10. The Owner understands that this agreement will be recorded at the Gwinnett County, Georgia Records.
11. All notices provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by deposit in the United States mail. The parties designate the following addresses as the respective places for giving such notice:

Recording Stamp:

**For the City of Berkeley Lake:**  
**4040 S Berkeley Lake Rd**  
**Berkeley Lake, GA 30096**

**For the Owner:**

12. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective executors, administrators, heirs, successors and successors-in-title, whether voluntary by action of the parties or involuntary by operation of law. IT IS HEREBY STIPULATED AND AGREED that this Agreement constitutes a covenant running with the land herein described.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the date of acceptance by Owner.

**OWNER(S):**

\_\_\_\_\_  
Grantor

\_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
Grantor (Printed Name)

**CITY OF BERKELEY LAKE:**

CITY OF BERKELEY LAKE, GEORGIA

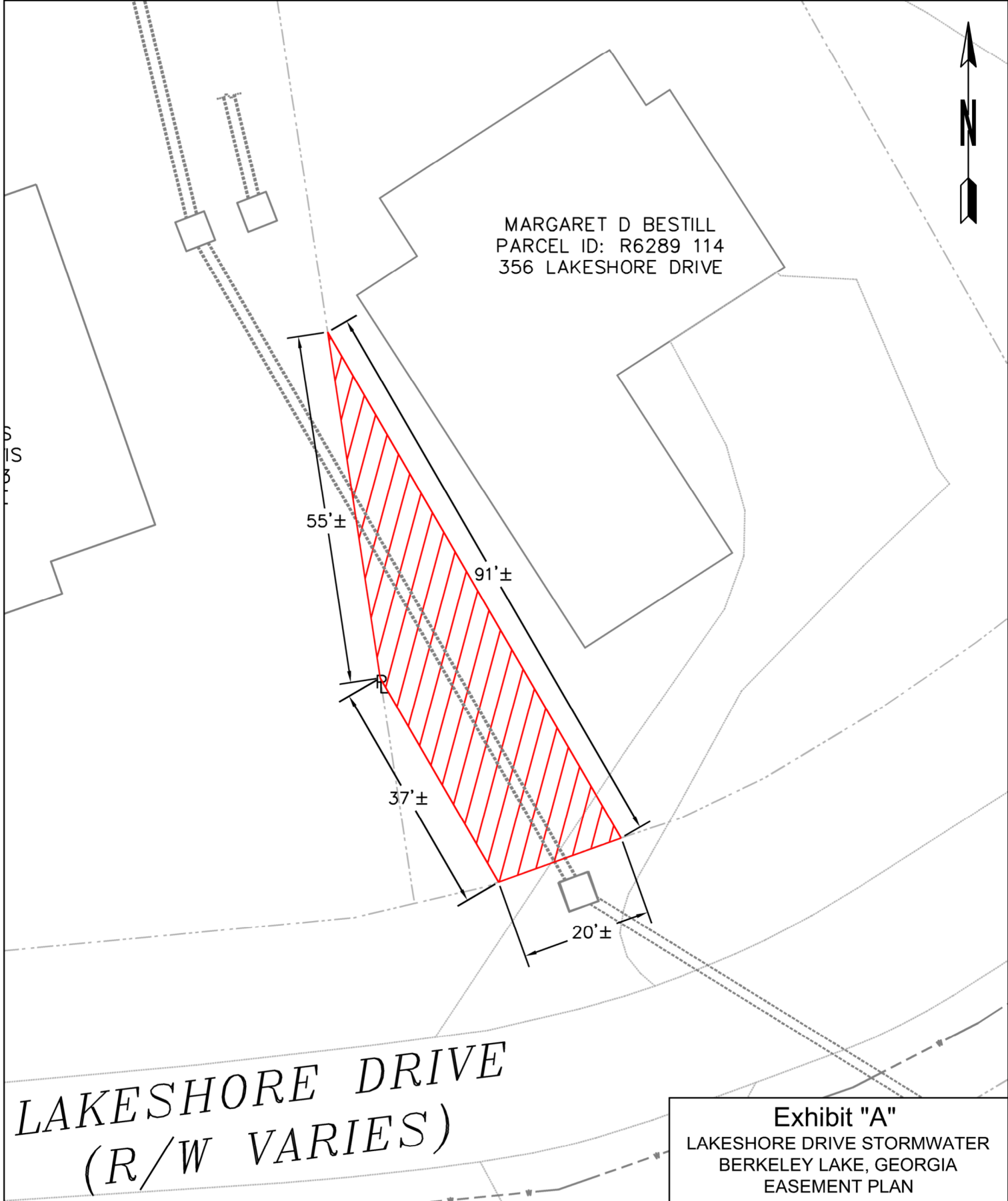
By: \_\_\_\_\_  
Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Office of the City Attorney



PERMANENT DRAINAGE AND MAINTENANCE EASEMENT = ±1282 SF



PERMANENT DRAINAGE AND  
MAINTENANCE EASEMENT



SCALE: 1" = 20'

**Exhibit "A"**  
LAKESHORE DRIVE STORMWATER  
BERKELEY LAKE, GEORGIA  
EASEMENT PLAN

MARGARET D. BESTILL  
356 LAKESHORE DRIVE NW

DATE: JULY 24, 2025

KECK & WOOD, INC.  
DULUTH, GEORGIA



## SERVICE CONTRACTOR AGREEMENT

***Our Values: Integrity, Trust, Consistency, Innovation & Focus***

***Our Pledge: Prompt, Courteous, Customer Driven Commercial Janitorial Services***

This Agreement is made and entered into on July 30, 2025 between CITY OF BERKELEY LAKE ("Owner") and PARSONS PROFESSIONAL CLEANING SERVICES, LLC ("Service Contractor") for cleaning services at 4040 S Berkeley Lake Rd NW, Berkeley Lake, GA 30096 further identified on **Exhibit A**. The term of this Agreement will begin on July 30, 2025 and end upon thirty (30) days' notice by either party (the "Term"),

### **Duties**

During the Term of this Agreement, Service Contractor will timely and fully perform all the Contract Duties set forth in **Exhibit A**. From time to time during the term of this Agreement, Owner (and only Owner) may request services or provide materials which are not set forth in the Contract Duties but are related to the Contract Duties ("Additional Services"). Service Contractor will secure from Owner an authorization in writing of the Additional Services including consent to any additional compensation due Service Contractor in connection with the Additional Services prior to performing the Additional Services. If Service Contractor performs any Additional Services without first securing written authorization as required herein, then such Additional Services will be deemed part of the Contract Duties, and no additional compensation will be due Service Contractor for such Additional Services.

### **Compensation**

Owner will pay Service Contractor compensation for Service Contractor's performance of the Contract Duties in the amounts and at the rates set forth in **Exhibit B (the "Contract Rates")**. Service Contractor will invoice the Owner the Contract Rates on a monthly basis.

### **Standards of Performance**

Service Contractor will perform the Contract Duties in accordance with industry standards established by those engaged in similar business in a safe, good and workmanlike manner. The Contract Duties, materials and equipment furnished hereunder, will be free from defects of any kind in materials and workmanship, any non-conformance to these requirements, including substitutions not properly approved and authorized by Owner, may be considered defective in Owner's sole and absolute discretion.

### **Equipment, Supplies and Expenses**

Service Contractor will provide all equipment and supplies (vacuum cleaner, mop, broom, buckets, toilet brush, gloves, towels, cleaning solutions or other items used in performing the Contract Duties) to properly perform the Contract Duties and such provision shall be included in the Contract Rates.

To the extent required, Service Contractor shall obtain and maintain, at its sole cost, any and all licenses (including professional licenses), permits, certificates or authorizations necessary for Service Contractor to do business where any part of the Contract Duties are performed.

### **Employees**

Service Contractor will, at all times, enforce good order among its employees and will not employ any person not skilled in the performance of the Contract Duties. Owner has the right to request Service Contractor to remove anyone from its



work force assigned to the Property whose presence the Property Owner deems, in its sole discretion, to be detrimental to the best interests of the Property. Such request will not be unreasonably denied. Service Contractor will maintain an employee training program to ensure performance of the Contract Duties in a safe and professional manner. Service Contractor agrees to uniform, or otherwise professionally identify, its employees during their performance of the contract duties.

### **Waste Removal & Damage**

Service Contractor will keep the Property free from accumulation of waste materials or rubbish as part of the Contract Duties or otherwise caused by Service Contractor's operations, and will promptly remedy all damage or loss to any property if such damage or loss is caused by Service Contractor, or anyone performing the Contract Duties through Service Contractor.

### **Safety**

Service Contractor will ensure that all personnel performing any Contract Duties, take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to the Property, all personnel on the Property, all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the Property. It is our policy to provide a safe and healthy work environment to our employees; Owner agrees to comply with any reasonable requests relating to the wellbeing of persons performing the Contract Duties provided Owner shall not incur any cost or expense in complying with such requests..

### **Privacy**

It is our policy to uphold standards of fair business dealings, and customer privacy as it relates to confidential and proprietary information, data, and documentation, including business and financial information, customer information, and individual personal information, inventions, trade secrets, methods, reports, records, computer software, designs, drawings, documents and other materials of Owner. Service Contractor acknowledges that all confidential Information is confidential and proprietary to the Owner. Service Contractor will require that all persons performing Contract Duties are subject to confidentiality obligations no less stringent than those set forth herein.

### **Insurance**

At all times while performing the Contract Duties, Service Contractor will maintain, at its sole cost and expense, the insurance set forth in **Exhibit C**. Service Contractor shall provide the Owner with a certificate of insurance upon request.

### **Indemnification**

To the fullest extent permitted by law, Service Contractor will defend, indemnify and hold harmless Owner and their respective officers, directors, employees, agents, partners, joint venturers, affiliates, successors and assigns from and against any and all claims, demands, losses, expenses, damages, liabilities, fines, and penalties (each a "Claim") whether actual or alleged, arising out of or relating to: (a) Service Contractor's performance of (or failure to perform) the Contract Duties; (b) a breach of this Agreement by Service Contractor or any of its affiliates, subcontractors, agents or employees; (c) any negligence or willful misconduct by Service Contractor or its affiliates, subcontractors, agents or employees; (d) a violation of law; or (e) any claims brought by Service Contractor's employees.

### **Early Termination**



Owner may, by giving not less than thirty (30) days written notice, terminate this Agreement with or without cause. Service Contractor will receive compensation for all Contract Duties performed through the effective date of early termination.

#### **Assignment and Subcontracting**

This Agreement may not be assigned by the Service Contractor.

#### **Notices**

Any information or notices required to be given under this Agreement will be in writing and will be delivered either by; (i) certified mail, return receipt requested, in which case notice will be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with such messenger or courier; (iii) personal delivery with receipt acknowledged in writing, in which case notice will be deemed delivered when received or (iv) by electronic mail. All notices will be addressed as follows:

If to Owner: CITY OF BERKELEY LAKE  
4040 S Berkeley Lake Rd NW  
Berkeley Lake, GA 30096  
Attention: Lila Hunter  
Email: clerk@berkeleylake.com

If to Service Contractor: PARSONS PROFESSIONAL CLEANING, LLC  
5250 Triangle Parkway  
Suite 100  
Peachtree Corners, GA 30092  
Attention: Dave Codrea  
Email: dave@parsonspc.com

The foregoing addresses may be changed from time to time by notice to the other party in the manner set forth above.

#### **Relationship of Parties**

Service Contractor is retained by Owner only for the purpose and to the extent set forth herein; Service Contractor's relationship with Owner will, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, officer, director or shareholder of Service Contractor, will be deemed an agent or employee of Owner.

SERVICE CONTRACTOR:  
PARSONS PROFESSIONAL CLEANING, LLC

OWNER:  
CITY OF BERKELEY LAKE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **Office and Conference Rooms**

### **Trash Cans**

- Empty all waste baskets
- Replace liners if needed
- Remove trash from building and place in exterior receptacle

### **Desks/Tables/Credenzas**

- Dust with treated cloth or wipe down
- Papers on desks will not be moved or disturbed
- Bookcases, ledges, and all furnishings in meeting rooms treated as desks

### **Floors**

- Vacuum carpets
  - Sweep and damp mop hard surface floors
- 

## **Bathrooms**

### **Toilets, Sinks, Urinals**

- Clean and disinfect all surfaces including lids and outsides

### **Trash Containers**

- Empty and replace liners

### **Dispensers (Soap, Towels, Tissue)**

- Refill as necessary from customer stock

### **Glass, Mirrors, Chrome Hardware**

- Clean and polish

### **Floors**

- Sweep and damp mop with disinfectant

### **Partition Doors**

- Spot clean

### **Walls by Sinks and Urinals**

- Damp wipe
-

## Reception/Common Areas

### Reception Desk

- Dust and wipe down

### Chairs/Tables

- Dust and damp wipe down

### Drinking Fountains

- Sanitize

### Floors

- Sweep, vacuum, and damp mop
- 

## Break Area

### Floors

- Sweep and damp mop

### Sink & Countertops

- Clean

### Microwave

- Clean interior and exterior

### Tables

- Wipe down
- 

## Miscellaneous Duties

1. Clean entrance door glass and sidelights
  2. Empty and re-line trash receptacle beside playground
  3. Remove fingerprints from interior plate glass
  4. Sweep off exterior entrance mat
-

### Periodic Services

1. Dust window blinds – **Quarterly**
2. Dust ceiling vents – **Quarterly**
3. Dust picture frames, chair railings, window sills, and ledges – **Monthly**
4. Dust flat screen TVs – **As needed**
5. Dust tops of baseboards – **Monthly**
6. Remove cobwebs – **As needed**

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*\*Cleaning services will be performed on a bi-weekly basis unless otherwise specified. Service will commence at 5:00 PM on Fridays, unless an alternative time is mutually agreed upon and scheduled in advance with the Owner.*

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### Inventory Management

- **Monitoring of Supplies:** The Service Contractor will monitor the levels of essential cleaning supplies and order when inventory is running low.
- **Responsibility for Ordering Supplies:** The Service Contractor will track and is responsible for ordering and maintaining stock of all necessary supplies. The owner is not responsible for the procurement or delivery of supplies.

## EXHIBIT B - COMPENSATION

The Service Contractor will perform the above cleaning services every other week at a package price of **\$300/month or \$150/visit**.

- **Review and Feedback:** At the end of Month 1, both parties will conduct a review to assess the effectiveness of the cleaning schedule and services provided. This review will focus on:
  - What is working well
  - Areas that may need adjustment or improvement

**Payment Method.** The Payment Amount shall be paid: **(choose one)**

☐ - Daily

☐ - Weekly

☐ - Bi-Weekly

☒ - Monthly

☐ - Per Cleaning

☐ - Other: \_\_\_\_\_.



## **EXHIBIT C – SERVICE CONTRACTOR’S INSURANCE REQUIREMENTS**

1. General Liability insurance must meet or exceed the following limits:

Each Occurrence \$1,000,000  
Damage to Premises \$50,000  
Medical Expense \$5,000  
Personal Injury \$1,000,000  
General Aggregate \$1,000,000

Provide Owner a Certificate of Insurance naming Parsons Professional Cleaning as an Additional Insured with the above requirements. The certificate holder is:

5250 Triangle Parkway  
Suite 100  
Peachtree Corners GA, 30092

2. Workers Compensation insurance must meet or exceed the following limits:  
Each Accident \$100,000  
Disease – Per Employee \$100,000  
Disease – Policy Limits \$100,000
3. Janitorial Bond covering theft of tenant property in the amount of \$100,000.

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**Sec. 46-2. Discharging firearms, slingshots, bows, airguns, and similar devices.**

- (a) It shall be unlawful for any person in the city to discharge any gun, pistol, rifle, revolver, cannon, or firearm of any type or shoot a slingshot, bow and arrow, crossbow or blow gun within 300 yards of any street, alley, or building, or at any point upon the land of another person without the express consent of the owner or occupant thereof; or to discharge at any time any airgun, paint ball gun, air pistol, air rifle, BB gun or toy gun which projects any pellet, dart, hard-tipped arrow, bean, pea, BB, rock, gel cap, paint ball or other hard substance a distance of more than twenty-five (25) feet with sufficient force to break, crack or tag windows or otherwise damage property, or inflict injury upon persons or animals.
- (b) This section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his duty, nor to prohibit any citizen from discharging a firearm when lawfully defending person or property or destroying a dangerous animal.

(Code 2004, § 31-102; Ord. No. O-163-13, § 1, 12-19-2013)

Editor's note(s)—Ord. No. O-163-13, § 1, adopted Dec. 19, 2013, retitled § 46-2 from "Discharging firearms, airguns, etc." to "Discharging firearms, slingshots, bows, airguns, and similar devices."