



AGENDA
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
MAY 19, 2022

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

- a) O-22-242, Amendment to Section 78-366 and 78-367 of the Zoning Ordinance regarding variance expiration
- b) O-22-243, Proposed 2021 Budget Amendment

CONSENT AGENDA

- a) Minutes of March 15, 2022, Council Meeting
- b) Financial Statements of January 2022 – Unaudited
- c) Financial Statements of February 2022 – Unaudited
- d) Financial Statements of March 2022 – Unaudited
- e) Public Works: Ratification of Survey Expense – Mansions Parkway Cul-de-sac
- f) Public Works: Ratification of Survey Expense – Lakeshore Drive at Paradise Cove

OLD BUSINESS

- a) O-22-242, Amendment to Section 78-366 and 78-367 of the Zoning Ordinance regarding variance expiration
- b) O-22-243, Proposed 2021 Budget Amendment
- c) Public Works: 0 Peachtree Industrial Boulevard Erosion Investigation Report

NEW BUSINESS

EXECUTIVE SESSION *(if needed)*

CITIZEN COMMENTS

ADJOURNMENT



**SPECIAL CALLED COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
MARCH 15, 2022**

ATTENDANCE

Mayor: Lois Salter

Council Members: Rodney Hammond, Scott Lee, Chip McDaniel

City Officials: Leigh Threadgill - City Administrator

Richard Carothers – City Attorney

Members of the Public: 1

Members of the Press: 0

WORK SESSION

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

CALL TO ORDER

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

AGENDA

Salter updated council regarding 604 Hilltop Lane, New Business (a), and stated that because there is an alternative solution the applicant has withdrawn the request for a right-of-way parking exemption. Salter then solicited a motion regarding the agenda.

McDaniel made a motion to amend the agenda to remove New Business item (a). Lee seconded the motion. All council members were in favor and the motion passed.

CONSENT AGENDA

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

- a) Minutes of February 17, 2022 Council Meeting
- b) Financial Statements of December 2021 - Unaudited

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

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

- a) O-22-242, Amendment to Section 78-366 and 78-367 of the Zoning Ordinance regarding variance expiration.

Threadgill: *This is a request from the Planning & Zoning Commission who considered it and recommended approval of it at their February 8, 2022, meeting. The intent of the revision is to create a new administrative variance category for the Planning and Zoning Commission chair to be authorized to grant a one-time, one-year extension for an expiring or expired variance provided the application is made within 24 months of original variance approval. Additionally, the extension can be no longer than 12 months from the original expiration date. I am requesting the item be placed on first read and a public hearing be scheduled for April 21st at 8:00 PM.*

McDaniel made a motion to place O-22-242, an ordinance to amend Chapter 78-366 and 78-367, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on first read and to schedule a public hearing on the matter for Thursday, April 21st at 8:00 PM. Hammond seconded the motion. All were in favor and the motion passed.

- b) O-22-243, Proposed 2021 Budget Amendment

Threadgill: *O-22-243 is a housekeeping measure to identify a final status of expenses and revenues for 2021. I am requesting that council place the item on first read and schedule a public hearing regarding the amendment for April 21st at 8:00 PM.*

Hammond made a motion to place O-22-243, an ordinance to amend the budget for the year 2021, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on first read and to hold a public hearing regarding the amendment on April 21, 2022, at 8:00 PM. Lee seconded the motion. All were in favor and the motion passed.

- c) Public Works. Stormwater Complaint Investigation – 0 Peachtree Industrial Blvd.

Threadgill: *This proposal not to exceed \$1,400 is to investigate the property recently purchased by the city located at 0 Peachtree Industrial Blvd. to determine if there are erosion and sediment control issues. I am requesting council authorization to fund this stormwater investigation with American Rescue Plan Act funds.*

Lee made a motion to accept the proposal and authorize Keck & Wood to perform the described services at a cost not to exceed \$1,400 and to pay for the services using American Rescue Plan Act funds. McDaniel seconded the motion. All were in favor and the motion passed.

- d) Finance: Intergovernmental Agreement with Gwinnett County for Tax Collection Services

Threadgill: *This intergovernmental agreement between the City and Gwinnett County is for tax collection for 2022. I would ask for you to authorize the mayor to sign the agreement upon approval as to form by the City Attorney.*

McDaniel made a motion to authorize the mayor to enter into the agreement subsequent to approval as to form by the city attorney. Hammond seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

Nathan Melanson, 610 Hilltop Lane, stated he was finishing some septic system repairs and wondered what it would take to get sewer extended to his property. He has talked to his neighbors, and he believes he has the initial interest. He put a poll on *Nextdoor* and about half the people said they were interested. He is willing to put in the initial request for his street, but rather than doing it piece by piece for the rest of the city, can the city contact the county to see if the county could do a feasibility for the whole city. Do we have to go street by street to get enough interest to get sewer?

Salter stated that the sewer that has been extended has been done at the request of small groups with someone organizing them, such as Tom Kitchens for Bayway Circle and Steve Seitz. Salter explained that the county does sewer and not the city, but there are some documents that are available for the sewer petition.

Melanson stated that he had the forms and he's talked to enough neighbors for the five signatures he believes are needed. But there are some properties around Lakeshore that are scheduled, but there are so many properties. Just petitioning for Hilltop, what about the people that are just a couple houses down, do they have to start the process over and over again for every zone or area? Can we do a big bang and ask Gwinnett County to do a feasibility study of what the zones are and then figure out if we have enough interest to make it a bigger project instead of a piece meal at a time.

There was brief discussion about the current sewer petition project that is in process.

Melanson went onto say that he is located near a cove that has a lift station and wondered if that would be a possible connection for his street.

There was discussion about the low-pressure sewer system and that it does not use lift stations.

Melanson said that his section is just a few properties and there has been interest from the HOA (BLHA) to move from septic to sewer. He indicated that he was willing to help, but he isn't sure how the county will come up with the zones or sections.

Salter asked Melanson to write down his name, address, phone number and email address and that she would research this and get back to him.

Council commended him on his initiative.

Melanson indicated that he understands it is a big project to organize and he is looking at available resources to help.

ADJOURNMENT

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

Salter adjourned the meeting at 8:14 PM.

Submitted by:

Leigh Threadgill
City Clerk

City of Berkeley Lake

Budget vs. Actuals: 2022 Capital and Operating Budget - FY22 P&L

January 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	75,082	1,435,684	-1,360,602	5.00 %
230.33.2100 ARP Act 230.33.2100		319,464	-319,464	
320 320 SPLOST Income	33,132	982,208	-949,076	3.00 %
Total Income	\$108,214	\$2,737,356	\$ -2,629,142	4.00 %
GROSS PROFIT	\$108,214	\$2,737,356	\$ -2,629,142	4.00 %
Expenses				
1 Gen Govt	35,471	546,565	-511,094	6.00 %
2 Judicial	975	9,190	-8,215	11.00 %
230 ARP Act Expenses 230	5,929	720,348	-714,419	1.00 %
3 Public Safety	9,920	141,819	-131,899	7.00 %
4 Public Works	12,554	149,869	-137,315	8.00 %
6 Culture and Recreation	3,861	20,580	-16,719	19.00 %
7 Housing and Development	5,888	119,100	-113,212	5.00 %
SPLOST Expenses		1,029,885	-1,029,885	
Total Expenses	\$74,598	\$2,737,356	\$ -2,662,758	3.00 %
NET OPERATING INCOME	\$33,615	\$0	\$33,615	0%
NET INCOME	\$33,615	\$0	\$33,615	0%

City of Berkeley Lake

Income & Expense

January 2022

	TOTAL
Income	
100 100 General	75,081.68
320 320 SPLOST Income	33,132.21
Total Income	\$108,213.89
GROSS PROFIT	\$108,213.89
Expenses	
1 Gen Govt	35,471.18
2 Judicial	975.48
230 ARP Act Expenses 230	5,928.75
3 Public Safety	9,919.87
4 Public Works	12,554.08
6 Culture and Recreation	3,861.35
7 Housing and Development	5,887.78
Total Expenses	\$74,598.49
NET OPERATING INCOME	\$33,615.40
NET INCOME	\$33,615.40

City of Berkeley Lake

Balance Sheet

As of January 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	3,306,590.97
SPLOST Fund	581,762.62
Suspense 1.11.1000	0.00
Total Bank Accounts	\$3,888,353.59
Accounts Receivable	
Accounts Rec 1.11.1900.1	13,984.89
Total Accounts Receivable	\$13,984.89
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	74,052.07
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	146,084.35
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	2,933.15
Prepaid items 1.11.3800	0.00
Taxes Receivable 1.11.1600	11,881.34
Undeposited Funds 1.11.1114	5,223.93
Total Other Current Assets	\$240,174.84
Total Current Assets	\$4,142,513.32
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	121,737.28
Total Fixed Assets	\$11,403,760.18
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
Total Other Assets	\$0.00
TOTAL ASSETS	\$15,546,273.50
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	

City of Berkeley Lake

Balance Sheet

As of January 31, 2022

	TOTAL
Accounts Payable	
Accounts Payable 1.12.1100	14,301.63
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$14,301.63
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	11,550.95
Direct Deposit Payable	-0.01
MyGov	-377.00
Payroll Liabilities	383.62
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	8,039.18
Regulatory Fees Payable	12,694.52
Retainage Payable	0.00
Total Other Current Liabilities	\$32,291.26
Total Current Liabilities	\$46,592.89
Long-Term Liabilities	
Gen Oblig Bond Payable 1.12.3000	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
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$46,592.89
Equity	
Fund Bal Unrsvd 1.13.4220	2,986,908.46
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	2,933.15
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	901,445.13
Retained Earnings 1.13.3000	298,837.58

City of Berkeley Lake

Balance Sheet
As of January 31, 2022

	TOTAL
Net Income	33,615.40
Total Equity	\$15,499,680.61
TOTAL LIABILITIES AND EQUITY	\$15,546,273.50



City of Berkeley Lake

Budget vs. Actuals: 2022 Capital and Operating Budget - FY22 P&L

January - February, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	123,203	1,435,684	-1,312,481	9.00 %
230.33.2100 ARP Act 230.33.2100		319,464	-319,464	
320 320 SPLOST Income	67,229	982,208	-914,979	7.00 %
Total Income	\$190,432	\$2,737,356	\$ -2,546,924	7.00 %
GROSS PROFIT	\$190,432	\$2,737,356	\$ -2,546,924	7.00 %
Expenses				
1 Gen Govt	82,232	546,565	-464,333	15.00 %
2 Judicial	1,337	9,190	-7,853	15.00 %
230 ARP Act Expenses 230	5,929	720,348	-714,419	1.00 %
3 Public Safety	19,687	141,819	-122,132	14.00 %
4 Public Works	23,017	149,869	-126,852	15.00 %
6 Culture and Recreation	4,723	20,580	-15,857	23.00 %
7 Housing and Development	6,573	119,100	-112,527	6.00 %
SPLOST Expenses		1,029,885	-1,029,885	
Total Expenses	\$143,498	\$2,737,356	\$ -2,593,858	5.00 %
NET OPERATING INCOME	\$46,934	\$0	\$46,934	0%
NET INCOME	\$46,934	\$0	\$46,934	0%

City of Berkeley Lake

Income & Expense

February 2022

	TOTAL
Income	
100 100 General	48,121.61
320 320 SPLOST Income	34,096.86
Total Income	\$82,218.47
GROSS PROFIT	\$82,218.47
Expenses	
1 Gen Govt	46,760.62
2 Judicial	362.00
3 Public Safety	9,767.20
4 Public Works	10,463.07
6 Culture and Recreation	861.35
7 Housing and Development	685.65
Total Expenses	\$68,899.89
NET OPERATING INCOME	\$13,318.58
NET INCOME	\$13,318.58

City of Berkeley Lake

Balance Sheet

As of February 28, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	3,416,447.05
SPLOST Fund	621,950.98
Total Bank Accounts	\$4,038,398.03
Accounts Receivable	
Accounts Rec 1.11.1900.1	14,374.04
Total Accounts Receivable	\$14,374.04
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	67,180.57
Franchise Tax Rec 1.11.1550	22,500.00
Taxes Receivable 1.11.1600	11,085.61
Undeposited Funds 1.11.1114	1,614.71
Total Other Current Assets	\$102,380.89
Total Current Assets	\$4,155,152.96
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	121,737.28
Total Fixed Assets	\$11,403,760.18
TOTAL ASSETS	\$15,558,913.14
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	17,396.97
Total Accounts Payable	\$17,396.97
Other Current Liabilities	
Deferred revenue 1.12.2500	11,085.61
Direct Deposit Payable	-0.01
MyGov	-2,081.75
Payroll Liabilities	226.68
PTO Accrual	9,106.98
Regulatory Fees Payable	10,179.47
Total Other Current Liabilities	\$28,516.98
Total Current Liabilities	\$45,913.95
Total Liabilities	\$45,913.95
Equity	
Fund Bal Unrsvd 1.13.4220	3,102,693.29

City of Berkeley Lake

Balance Sheet

As of February 28, 2022

	TOTAL
Investmt in fixedassets 1.13.4K	11,275,940.89
Restricted4CapitalProj 1.13.4155	935,704.74
Retained Earnings 1.13.3000	151,726.29
Net Income	46,933.98
Total Equity	\$15,512,999.19
TOTAL LIABILITIES AND EQUITY	\$15,558,913.14

City of Berkeley Lake

Budget vs. Actuals: 2022 Capital and Operating Budget - FY22 P&L

January - March, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	207,594.58	1,435,684.00	-1,228,089.42	14.46 %
230.33.2100 ARP Act 230.33.2100		319,464.00	-319,464.00	
320 320 SPLOST Income	105,858.23	982,208.00	-876,349.77	10.78 %
Total Income	\$313,452.81	\$2,737,356.00	\$ -2,423,903.19	11.45 %
GROSS PROFIT	\$313,452.81	\$2,737,356.00	\$ -2,423,903.19	11.45 %
Expenses				
1 Gen Govt	117,070.43	546,565.00	-429,494.57	21.42 %
2 Judicial	1,372.48	9,190.00	-7,817.52	14.93 %
230 ARP Act Expenses 230	5,928.75	720,348.00	-714,419.25	0.82 %
3 Public Safety	29,297.86	141,819.00	-112,521.14	20.66 %
4 Public Works	27,627.72	149,869.00	-122,241.28	18.43 %
6 Culture and Recreation	5,184.05	20,580.00	-15,395.95	25.19 %
7 Housing and Development	7,197.08	119,100.00	-111,902.92	6.04 %
SPLOST Expenses		1,029,885.00	-1,029,885.00	
Total Expenses	\$193,678.37	\$2,737,356.00	\$ -2,543,677.63	7.08 %
NET OPERATING INCOME	\$119,774.44	\$0.00	\$119,774.44	0.00%
NET INCOME	\$119,774.44	\$0.00	\$119,774.44	0.00%

City of Berkeley Lake

Income & Expense

March 2022

	TOTAL
Income	
100 100 General	84,391.29
320 320 SPLOST Income	38,629.16
Total Income	\$123,020.45
GROSS PROFIT	\$123,020.45
Expenses	
1 Gen Govt	34,838.63
2 Judicial	35.00
3 Public Safety	9,610.79
4 Public Works	4,610.57
6 Culture and Recreation	461.35
7 Housing and Development	623.65
Total Expenses	\$50,179.99
NET OPERATING INCOME	\$72,840.46
NET INCOME	\$72,840.46

City of Berkeley Lake

Balance Sheet As of March 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	3,427,820.26
SPLOST Fund	655,086.26
Suspense 1.11.1000	0.00
Total Bank Accounts	\$4,082,906.52
Accounts Receivable	
Accounts Rec 1.11.1900.1	15,559.75
Total Accounts Receivable	\$15,559.75
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	72,674.45
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	33,750.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	0.00
Prepaid items 1.11.3800	0.00
Taxes Receivable 1.11.1600	10,136.88
Undeposited Funds 1.11.1114	4,722.69
Total Other Current Assets	\$121,284.02
Total Current Assets	\$4,219,750.29
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	121,737.28
Total Fixed Assets	\$11,403,760.18
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
Total Other Assets	\$0.00
TOTAL ASSETS	\$15,623,510.47
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	

City of Berkeley Lake

Balance Sheet As of March 31, 2022

	TOTAL
Accounts Payable	
Accounts Payable 1.12.1100	7,736.75
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$7,736.75
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	10,136.88
Direct Deposit Payable	-0.01
MyGov	-441.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	9,890.63
Regulatory Fees Payable	10,281.47
Retainage Payable	0.00
Total Other Current Liabilities	\$29,934.07
Total Current Liabilities	\$37,670.82
Long-Term Liabilities	
Gen Oblig Bond Payable 1.12.3000	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
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$37,670.82
Equity	
Fund Bal Unrsvd 1.13.4220	3,114,066.50
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	0.00
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	968,840.02
Retained Earnings 1.13.3000	107,217.80

City of Berkeley Lake

Balance Sheet
As of March 31, 2022

	TOTAL
Net Income	119,774.44
Total Equity	\$15,585,839.65
TOTAL LIABILITIES AND EQUITY	\$15,623,510.47

Re: Mansions Parkway Survey

Adam Shelton <ashelton@keckwood.com>

Fri 5/13/2022 8:15 AM

To: Leigh Threadgill <leigh.threadgill@berkeleylake.com>

📎 1 attachments (320 KB)

8935 Keck & Wood - Mansions Pkwy, Berkeley Lake - Signed 5.11.22.pdf;

Hi Leigh,

Yes, I approved the surveyor's paperwork a few days ago, and they are scheduled for next Tuesday weather permitting.

Attached is a copy of the contract. We apply a 10% markup to our subs, so the total would be \$3850. See you soon!

Thanks,
Adam

On Thu, May 12, 2022 at 2:40 PM Leigh Threadgill <leigh.threadgill@berkeleylake.com> wrote:

Adam,

I was wondering if you pulled the trigger on this yet. I am getting the agenda ready for the 5/19 council meeting and was going to include a ratification for that expenditure. Do you have any paperwork or the final cost?

Looking forward to our meeting tomorrow.

Thanks,

Leigh Threadgill

City Administrator
City of Berkeley Lake
4040 S Berkeley Lake Rd
Berkeley Lake, GA 30096
770.368.9484 X 102

--

Adam Shelton, PE

Associate Vice President | Project Manager
Community Development



678-417-4025 Voice | Text

ashelton@keckwood.com | keckwood.com

To better collaborate with you, I now have a single number for all voice and text communications.



425 Oak Street, NW
Gainesville, Georgia 30501
Phone: (770) 718-0600
Fax: (770)-718-0551

WORK REQUEST AUTHORIZATION

PROJECT: Keck & Wood - Mansions
Pkwy, Berkeley Lake
COUNTY:
LOCATION: Berkeley Lake, GA
TASK:
INITIATION DATE:

PROPOSAL #: 8935
PROJECT #:

Owner hereby authorizes and directs ROCHESTER & ASSOCIATES, LLC. (RAI) to perform the following services:

RAI will perform topographic survey of the area shown on Exhibit "C" attached hereto. RAI will also establish road right of way and provide appx lot lines for the three parcels surrounding the cul-de-sac.

This WRA does not include any SUE components.

Work Requested By: Adam Shelton, Associate Vice President
Company Name: Keck & Wood, Inc.
Email: ashelton@keckwood.com

The Fee for this Work Authorization will be: : \$ 3,500.00

Not valid until signed by the Owner and Rochester & Associates, LLC. Such signatures indicate agreement herewith, including any adjustments in the Contract Sum or the Contract Time. The above fee does not include reimbursable expenses such as courier, shipping charges, blueprinting and applicable fees. Fees are subject to change after December 31, 2021.

AUTHORIZED:

Owner/Authorized Agent

AGREED TO:

ROCHESTER & ASSOCIATES, LLC.

By _____ Date _____

Matthew S. Alexander _____
Date 5/11/2022

PROPOSAL ACCEPTANCE

Description of Services Professional Surveying Services

Project Name Keck & Wood - Mansions Pkwy, Berkeley Lake

Project Location Berkeley Lake, GA

Proposal Date May 11, 2022 Consultant Alexander

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm **Keck & Wood, Inc.**

Address 3090 Premiere Parkway, Suite 200

City: Duluth

State: GA Zip Code: 30097 Phone Number 678-417-4025

Attention: Adam Shelton

Title: Associate Vice President

FOR APPROVAL OF CHARGES

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above)

Name _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this 11th day of May, 20 22

Keck & Wood, Inc.

Print or type individual, firm or corporate name

X Adam Shelton

Signature of authorized representative

Adam Shelton, Associate Vice President

Print or type name of authorized representative and title

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	355.00 per hour
Principal	245.00 per hour
Project Director	190.00 per hour
Director of Development Strategies	190.00 per hour
Senior Project Manager	175.00 per hour
Senior Surveyor	165.00 per hour
Senior Engineer	165.00 per hour
Senior Landscape Architect	165.00 per hour
Project Manager	165.00 per hour
Senior Designer	145.00 per hour
Project Surveyor	145.00 per hour
Project Engineer	145.00 per hour
Project Landscape Architect	145.00 per hour
Project Designer	125.00 per hour
Staff Surveyor	125.00 per hour
Staff Engineer	125.00 per hour
Staff Project Manager	125.00 per hour
Staff Landscape Architect	125.00 per hour
Staff Designer	115.00 per hour
Four Man Field Crew	205.00 per hour
Three Man Field Crew	185.00 per hour
Two Man Field Crew	165.00 per hour
One Man Field Crew	145.00 per hour
One Man Crew (GPS/RTK)	195.00 per hour
Two Man Crew (GPS/RTK)	205.00 per hour
CADD Technician	105.00 per hour
Field Technician	85.00 per hour
Clerical	85.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2022.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. ***Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.***

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate

regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER's Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or

exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.

EXHIBIT C





425 Oak Street, NW
Gainesville, Georgia 30501
Phone: (770) 718-0600
Fax: (770)-718-0551

WORK REQUEST AUTHORIZATION

PROJECT: Keck & Wood - 670
Lakeshore, Berkeley Lake
COUNTY: Gwinnett
LOCATION: Berkeley Lake, GA
TASK:
INITIATION DATE: May 17, 2022
PROPOSAL #: 8951
PROJECT #:

Owner hereby authorizes and directs ROCHESTER & ASSOCIATES, LLC. (RAI) to perform the following services:

RAI will perform topographic survey of the area shown on Exhibit "C" attached hereto. RAI will also establish road right of way and provide appx lot lines for the three parcels affected.

This WRA does not include any SUE components.

Work Requested By: Adam Shelton, Associate Vice President
Company Name: Keck & Wood, Inc.
Email: ashelton@keckwood.com

The Fee for this Work Authorization will be: : \$ 3,500.00

Not valid until signed by the Owner and Rochester & Associates, LLC. Such signatures indicate agreement herewith, including any adjustments in the Contract Sum or the Contract Time. The above fee does not include reimbursable expenses such as courier, shipping charges, blueprinting and applicable fees. Fees are subject to change after December 31, 2021.

AUTHORIZED:

AGREED TO:

Owner/Authorized Agent

ROCHESTER & ASSOCIATES, LLC.

By

Date

Matthew S. Alexander

5/17/2022

Date

PROPOSAL ACCEPTANCE

Description of Services Professional Surveying Services

Project Name **Keck & Wood - 670 Lakeshore, Berkeley Lake**

Project Location Berkeley Lake, GA

Proposal Date May 17, 2022 Consultant Alexander

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm **Keck & Wood, Inc.**

Address 3090 Premiere Parkway, Suite 200

City: Duluth

State: GA Zip Code: 30097 Phone Number 678-417-4025

Attention: Adam Shelton

Title: Associate Vice President

FOR APPROVAL OF CHARGES

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above)

Name _____

Address _____ City _____

State _____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this 17th day of May, 2022

Keck & Wood, Inc.

Print or type individual, firm or corporate name

X *Adam Shelton*

Signature of authorized representative

Adam Shelton, Associate Vice President

Print or type name of authorized representative and title

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	355.00 per hour
Principal	245.00 per hour
Project Director	190.00 per hour
Director of Development Strategies	190.00 per hour
Senior Project Manager	175.00 per hour
Senior Surveyor	165.00 per hour
Senior Engineer	165.00 per hour
Senior Landscape Architect	165.00 per hour
Project Manager	165.00 per hour
Senior Designer	145.00 per hour
Project Surveyor	145.00 per hour
Project Engineer	145.00 per hour
Project Landscape Architect	145.00 per hour
Project Designer	125.00 per hour
Staff Surveyor	125.00 per hour
Staff Engineer	125.00 per hour
Staff Project Manager	125.00 per hour
Staff Landscape Architect	125.00 per hour
Staff Designer	115.00 per hour
Four Man Field Crew	205.00 per hour
Three Man Field Crew	185.00 per hour
Two Man Field Crew	165.00 per hour
One Man Field Crew	145.00 per hour
One Man Crew (GPS/RTK)	195.00 per hour
Two Man Crew (GPS/RTK)	205.00 per hour
CADD Technician	105.00 per hour
Field Technician	85.00 per hour
Clerical	85.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2022.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

EXHIBIT B

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER's Proposal, make up the Agreement between Rochester and you, the Client. ***Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER.***

1. Services. ROCHESTER will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER's prevailing fee schedule, or as agreed to by ROCHESTER and you.

2. Standard of Care. ROCHESTER will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER.

4. Client's Responsibilities. You will designate to ROCHESTER in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate

regulatory agencies. You will provide ROCHESTER with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER'S control may require an increase in the project schedule and fees. ROCHESTER will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER's Responsibility. ROCHESTER will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER's professional activities nor the presence of ROCHESTER or its employees and subcontractors be construed to imply that ROCHESTER has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER to perform its services in an orderly and efficient manner, ROCHESTER shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER, increase ROCHESTER's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or

exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER and ROCHESTER's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER are instruments of service and will remain ROCHESTER's property. ROCHESTER shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER's services, and information you provide to ROCHESTER regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER, its officers, directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER's services in connection with the Project shall not subject ROCHESTER's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.

EXHIBIT C



ORDINANCE NO. O-22-242

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE XV, SECTIONS 366 AND 367 OF THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO CREATE A NEW CATEGORY OF ADMINISTRATIVE VARIANCES FOR EXPIRING OR RECENTLY EXPIRED VARIANCES; TO PROVIDE FOR SEVERABILITY; 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 78, Article XV, of the Code of the City of Berkeley Lake be AMENDED by deleting Sections 78-366 and 78-367. and substituting new Sections 78-366 and 78-367 to read as follows:

Sec. 78-366. - Variances; application for, procedure and notification.

(a) *Applications for variances.*

- (1) All applications for variances shall be submitted initially, in writing, to the planning and zoning commission of the city, which shall consider these requests at its next called meeting. The planning and zoning commission may authorize such variance from the terms of this zoning chapter as will not be contrary to the public interest. The spirit of this chapter shall be observed, the public safety, health and welfare secured and substantial justice done. At the hearing, any party may appear in person or have authorized representation. Such variances may be granted in individual cases if the planning and zoning commission finds that:
 - a. There are extraordinary and exceptional conditions pertaining to the particular property in question because of its size, shape or topography; and
 - b. The application of this chapter to this particular piece of property would create an unnecessary hardship; and
 - c. Such conditions are peculiar to the particular piece of property involved; and
 - d. Such conditions are not the result of any actions of the property owner; and
 - e. Relief, if granted, would not cause substantial detriment to the public nor impair the purposes or intent of this chapter; and
 - f. The variance is granted for a use of land or building or structure that is not prohibited by this chapter.
- (2) All applications for variances shall be made by submitting a completed variance application to city hall. Applicants shall include with their application a written explanation of how the subject property meets all the conditions detailed in subsections (1) a. through f.

(b) *Required notification.* Before the planning and zoning commission acts upon an application for a variance:

- (1) The notice of the time and place of the hearing shall be published at least 15 days prior to the hearing in the official organ of the county in which the sheriff's advertisements are published.
- (2) The chair of the planning and zoning commission shall ensure that a sign is erected in a conspicuous place on the property involved, which shall contain information as to the variance applied for and the time and place of the hearing. This required sign shall be erected at least 15 days prior to the hearing. Failure to erect and maintain the sign as specified shall invalidate any subsequent determination by the planning and zoning commission, or, upon appeal, by the mayor and council.

- (c) *Expiration of approved variances.* If applicable portions of this chapter have been amended or modified, or more than one year has elapsed, prior to the commencement of construction or other activity authorized by an approved variance request, a reapplication ~~and hearing before the planning and zoning commission~~ shall be required.

(Code 2004, § 39-1401; Ord. No. O-61-07, 1-17-2008; Ord. No. O-119-10, 12-16-2010)

Sec. 78-367. - Administrative variance.

- (a) *Generally.* An administrative variance may be granted at the option of the chair of the planning and zoning commission for certain variance requests. Such variances must meet one of the following conditions and to be granted, the chair of the planning and zoning commission must conclude that the intent of the ordinance can be achieved and equal performance obtained by granting a variance.
- (1) A variance to a numerically qualified ordinance limit where the request does not exceed ten percent of that limit;
 - (2) A variance for a conforming change to a nonconforming structure where such change does not increase the impact of the existing nonconformance aspects.
 - (3) Per Sec. 78-366(c), a re-authorization of an expired variance if application is made within twelve months of the variance expiration. If more than twelve months has lapsed since variance expiration, or twenty-four months since variance approval, a hearing before the planning and zoning commission shall be required.
- (b) *Required notification.*
- (1) A notice shall be published in the official organ of the county in which the sheriff's advertisements are published.
 - (2) The chair of the planning and zoning commission shall ensure that a sign is erected in a conspicuous place on the property involved, which shall contain information as to the variance, its administrative approval, and the procedure for appeal. The variance becomes effective on the date the sign is erected and said sign must remain for a period of at least 15 days
 - (3) The administrative variance shall be reviewed at, and recorded in the minutes of, the next called meeting of the planning and zoning commission.
- ~~(bc)~~ *Limitations.* An administrative variance may not be granted if any prior variances (granted or denied) were considered for the property involved within the last year. Multiple administrative variances are specifically not permitted.

(Code 2004, § 39-1401.2; Ord. No. O-61-07, 1-17-2008; Ord. No. O-119-10, 12-16-2010)

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 upon adoption.

Passed and adopted by the Mayor and Council on this 21st day of April, 2022.

LOIS D. SALTER
Mayor

ATTEST:

LEIGH THREADGILL
City Clerk

1st Reading: March 15, 2022
2nd Reading: May 19, 2022
Council Adoption: May 19, 2022

ORDINANCE

AN ORDINANCE TO AMEND THE BUDGET FOR THE YEAR 2021; 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 2021 Budget shall be appropriated as follows:

Revenues		
	General	1,138,889.38
	SPLOST	410,622.08
	ARPA	<u>400,884.00</u>
	Total Revenues	\$1,950,395.46
Expenditures		
	General Government	399,037.03
	Judicial	1,740.49
	Public Safety	117,033.65
	Public Works	99,915.50
	Culture & Recreation	10,584.90
	Housing & Development	132,858.83
	Additions to Reserves	377,718.98
	ARPA	81,201.49
	ARPA – Addition to Reserves	319,682.51
	SPLOST – Admin Facilities	2,050.00
	SPLOST – Public Works	122,740.55
	SPLOST – Addition to Reserves	<u>285,831.53</u>
	Total Expenditures	\$1,950,395.46

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 _____ day of _____, 2022.

ATTEST:

Lois D. Salter, Mayor

Leigh Threadgill, City Clerk

First Read: March 15, 2022
Second Read/Hearing: May 19, 2022
Adoption:

March 30, 2022

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

Re: PIB Erosion Investigation
K&W Ref. No. 220175

Dear Mrs. Threadgill:

The intent of this letter is to provide the results of our investigation into the erosion and sediment control issues on the City-owned property adjacent to Peachtree Industrial Boulevard (PIB) on the eastern edge of the City Limits. The property receives stormwater from the opposite side of PIB via closed conduit stormwater conveyances. The conveyance of concern is a 48" diameter reinforced concrete pipe which carries water from an upstream detention pond (Pond A) and outfalls into a wetland area on the City property. The upstream detention pond is privately owned, except for the downstream portion which is in Gwinnett County right of way. The water from Pond A eventually drains to a detention pond (Pond B) located at 377/381 Lakeshore Drive, and Pond B drains into Lake Berkeley.

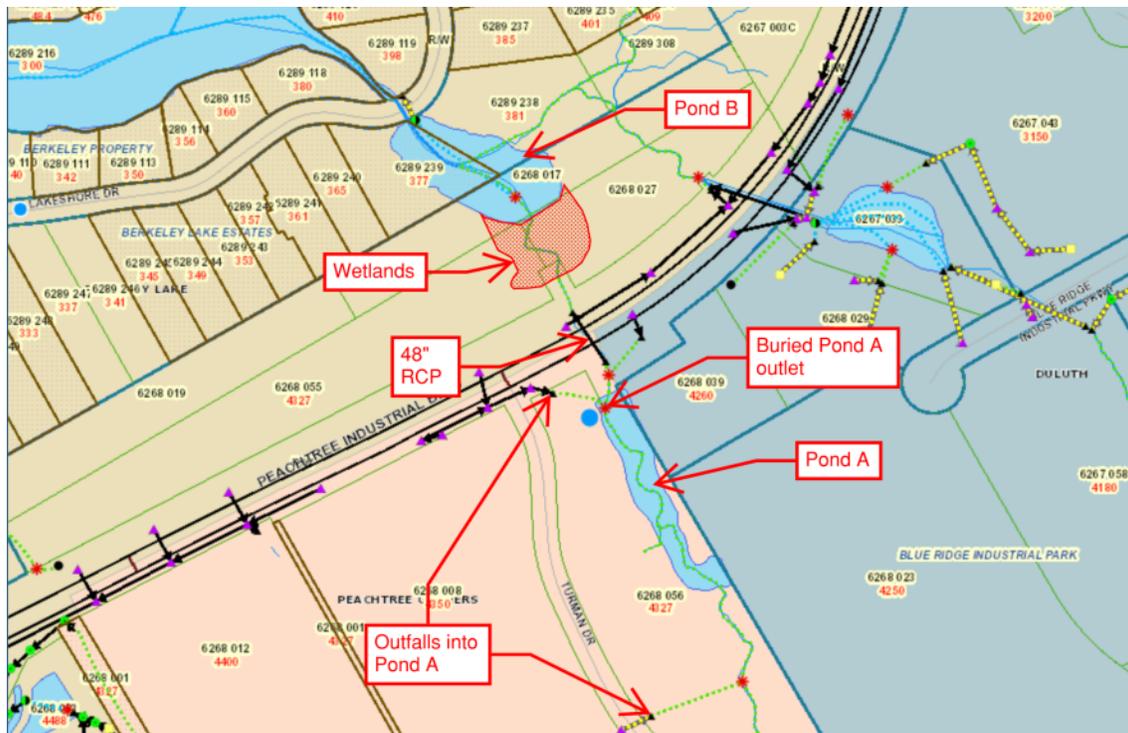


Figure 1 - System diagram from Gwinnett GIS.

Upon investigation of Pond A, it was discovered that the outlet control structure was buried in silt and sediment. The silt appears to originate primarily from erosion issues at the stormwater outfalls which convey stormwater from the Ryerson industrial property, as well as streambank erosion along the stream in the bottom of the pond.



Figure 2 - Silt and sediment buildup in the bottom of Pond A and buried outlet structure.



Figure 3 - Erosion below stormwater outfall conveying water from Ryerson.



Figure 4 - Example of severe erosion below outfalls in Pond A.

The original construction drawings from the PIB Widening and Reconstruction project (GDOT PI No. 12160) were downloaded from the GDOT GeoPI website. Below is a snippet from the plan for the extension of the 48" RCP under PIB which conveys water from Pond A. The plans called for a type of pond outlet control structure which is outdated; it would not meet current water quality standards.

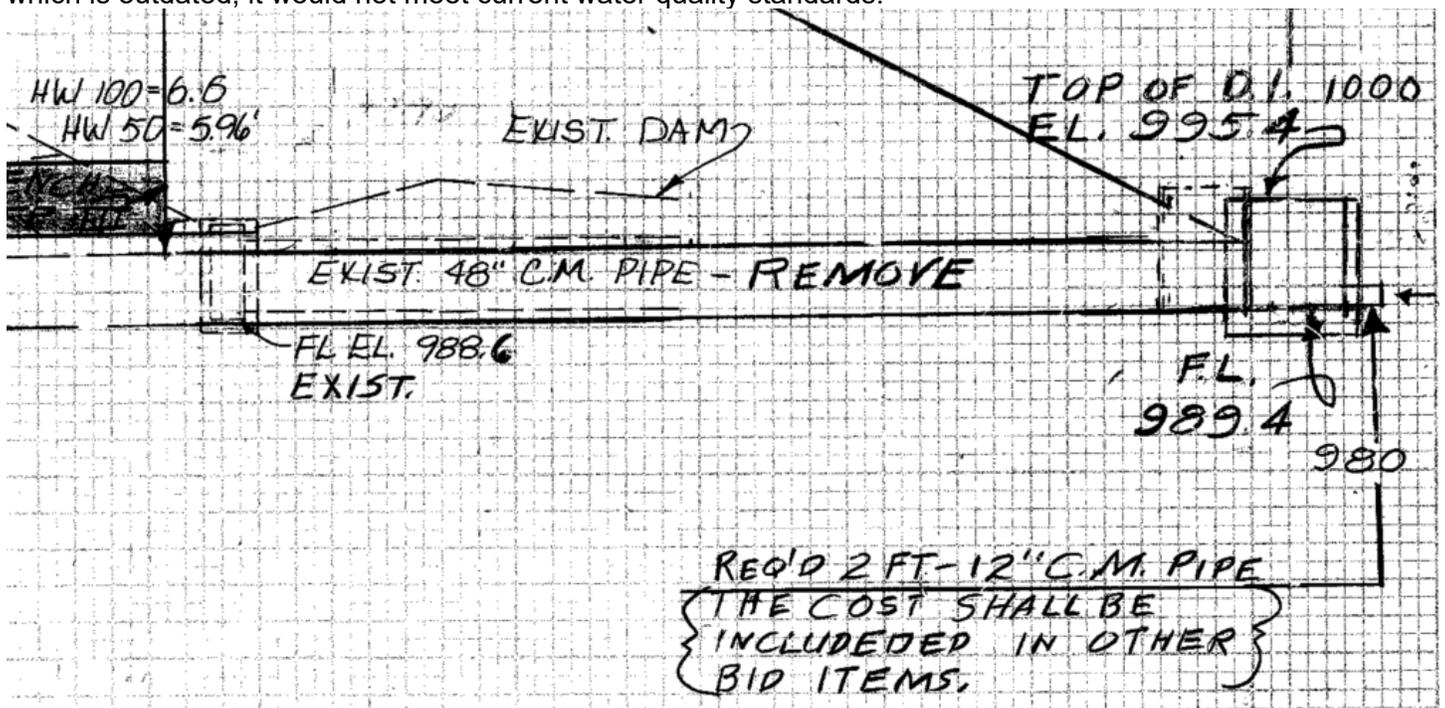


Figure 5 - Snippet of drainage x-section from PIB Widening project.

The downstream of the 48" RCP stormwater conveyance outfalls into a wetlands area on the City-owned property. Upon investigation, large amounts of silt have been deposited into the wetlands. There is a row of silt fence located in the wetlands which has detained a large amount of the silt, but the silt fence has failed allowing an unknown amount of silt to escape and eventually travel to Pond B. It is unknown when the silt fence was installed.



Figure 6 - Sediment deposited in wetlands adjacent to silt fence.

To prevent the unnatural amount of silt runoff to Berkeley Lake, repairs should begin at the upstream end of the system. Temporary erosion control measures in the wetlands or below would be of little benefit. Wetland plantings were considered at the request of the City, but plantings would do little to control sediment that originates off-site.

Below are preliminary recommendations, in order:

1. Repair/restore the eroded channels at the stormwater outfalls into Pond A.
2. Stabilize the stream channel banks in Pond A.
3. Remove the sediment deposited in Pond A near the outlet control structure.
4. Clean the sediment from within the 48" RCP conveyance under PIB and install rip rap outlet protection at the outfall.
5. Retrofit the outlet control structure in Pond A to meet current water quality standards.
6. Clean the silt from the wetlands by hand to minimize disturbance.
7. Continuously inspect and maintain Pond A and its outlet control structure.

Sincerely,

KECK & WOOD, INC.



Adam Shelton, P.E.
Associate Vice President