



AGENDA
SPECIAL CALLED COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
AUGUST 22, 2024

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 11, 2024, Council Meeting
- b) Financial Statements of June 2024 – Unaudited
- c) R-24-03 Resolution to Include Berkeley Lake in Gwinnett County Hazard Mitigation Plan

OLD BUSINESS

NEW BUSINESS

- a) O-24-253, Amendment to Sections 78-300 and 78-301 - GC-A underlying zoning standards
- b) Corners Outreach Contract Amendment

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.



**SPECIAL CALLED COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096**

**DRAFT MINUTES
JULY 11, 2024**

WORK SESSION

The Mayor and City Council reviewed the agenda with the City Administrator. The next meeting date was discussed and, due to schedule conflicts, was rescheduled to August 22, 2024.

ATTENDANCE

Mayor: Lois Salter

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

City Officials: Leigh Threadgill - City Administrator, Dick Carothers – City Attorney, Rob Hiller – City Marshal and Andy Anderson – Deputy City Marshal

Members of the Public: 0

Members of the Press: 0

CALL TO ORDER

Salter called the meeting to order at 8:06 PM. A quorum of council members was in attendance.

AGENDA

Salter solicited motions regarding the agenda.

McDaniel made a motion to accept the agenda as submitted. Smith 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 April 18, 2024, Council Meeting
- b) Financial Statements of March 2024 – Unaudited

- c) Financial Statements of April 2024 – Unaudited
- d) Financial Statements of May 2024 – Unaudited
- e) 2023 Financial Statement – Audited
- f) Public Works: City Engineer’s Proposal for Stormwater Management Plan Update
- g) Cooperation Agreement with Gwinnett County for the US Department of Housing & Urban Development CDBG Program Urban County Qualification

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

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

a) R-24-02, Resolution to Adopt 2024 Millage rate

Threadgill: You have before you a recommended millage rate of 1.254 mills for the year 2024. This recommended rate is equal to the rollback rate. As an example, for a home with a fair market value of \$725,000 in 2023, the city property tax was \$390.92. For a home of the same value in 2024, the tax will be \$363.66, which represents a 6.46% reduction in taxes year to year. The citizen Finance Committee unanimously supports the recommended rate.

Spitler made a motion to adopt R-24-02, a resolution to levy an ad valorem tax for the calendar year 2024 at the rate of 1.254 mills on all property subject to taxation in the City of Berkeley Lake. Lee seconded the motion. All remaining council members were in favor and the motion passed.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

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

Salter adjourned the meeting at 8:10 PM.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

Budget vs. Actuals: Budget_FY24_P&L - FY24 P&L

January - June, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	482,332.68	1,577,234.00	-1,094,901.32	30.58 %
320 320 SPLOST Income	260,779.11	2,010,412.00	-1,749,632.89	12.97 %
Total Income	\$743,111.79	\$3,587,646.00	\$ -2,844,534.21	20.71 %
GROSS PROFIT	\$743,111.79	\$3,587,646.00	\$ -2,844,534.21	20.71 %
Expenses				
1 Gen Govt	211,286.36	587,425.00	-376,138.64	35.97 %
2 Judicial	4,452.55	9,190.00	-4,737.45	48.45 %
230 ARP Act Expenses 230	7,768.75	348,468.00	-340,699.25	2.23 %
3 Public Safety	68,946.41	169,923.00	-100,976.59	40.58 %
4 Public Works	69,629.72	160,542.00	-90,912.28	43.37 %
6 Culture and Recreation	15,220.38	20,904.00	-5,683.62	72.81 %
7 Housing and Development	28,959.05	226,409.00	-197,449.95	12.79 %
9000.61.1100 Xfer Out - Reserve Fund		54,375.00	-54,375.00	
SPLOST Expenses		2,010,412.00	-2,010,412.00	
Total Expenses	\$406,263.22	\$3,587,648.00	\$ -3,181,384.78	11.32 %
NET OPERATING INCOME	\$336,848.57	\$ -2.00	\$336,850.57	-16,842,428.50 %
NET INCOME	\$336,848.57	\$ -2.00	\$336,850.57	-16,842,428.50 %

City of Berkeley Lake

Income & Expense

June 2024

	TOTAL
Income	
100 100 General	66,431.54
320 320 SPLOST Income	45,316.88
Total Income	\$111,748.42
GROSS PROFIT	\$111,748.42
Expenses	
1 Gen Govt	34,636.85
2 Judicial	1,537.50
3 Public Safety	13,806.09
4 Public Works	6,376.24
6 Culture and Recreation	3,521.38
7 Housing and Development	13,148.50
Total Expenses	\$73,026.56
NET OPERATING INCOME	\$38,721.86
NET INCOME	\$38,721.86

City of Berkeley Lake

Balance Sheet

As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	4,621,433.59
SPLOST Fund	1,718,471.51
Suspense 1.11.1000	0.00
Total Bank Accounts	\$6,339,905.10
Accounts Receivable	
Accounts Rec 1.11.1900.1	17,537.97
Total Accounts Receivable	\$17,537.97
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	86,058.55
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	4,251.00
Taxes Receivable 1.11.1600	12,573.33
Undeposited Funds 1.11.1114	215.00
Total Other Current Assets	\$176,602.87
Total Current Assets	\$6,534,045.94
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
Total Fixed Assets	\$11,455,049.14
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	\$17,989,095.08

City of Berkeley Lake

Balance Sheet

As of June 30, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	17,904.12
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$17,904.12
Credit Cards	
Anderson Credit Card (8186)	78.95
BOZEMAN, MARTY (0241)	0.00
Hiller Credit Card (4916)	62.00
Hunter Credit Card (0891)	671.98
Threadgill Credit Card (3322)	379.50
Wilhite Credit Card (1132)	0.00
Total Credit Cards	\$1,192.43
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	15,694.53
Direct Deposit Payable	-0.01
MyGov	-52.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	13,713.38
Regulatory Fees Payable	9,855.29
Retainage Payable	0.00
Total Other Current Liabilities	\$39,277.29
Total Current Liabilities	\$58,373.84

City of Berkeley Lake

Balance Sheet

As of June 30, 2024

	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
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$58,373.84
Equity	
Fund Bal Unrsvd 1.13.4220	4,245,125.05
Investmt in fixedassets 1.13.4K	11,327,229.85
Opening Bal Equity	0.00
Reserve for prepaids 1.13.4125	5,755.99
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	2,094,780.05
Retained Earnings 1.13.3000	-79,018.27
Net Income	336,848.57
Total Equity	\$17,930,721.24
TOTAL LIABILITIES AND EQUITY	\$17,989,095.08

**RESOLUTION R-24-03
TO INCLUDE MUNICIPAL BOUNDARIES
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Berkeley Lake, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks.

WHEREAS, the City of Berkeley Lake, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors.

WHEREAS, the City of Berkeley Lake, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF BERKELEY LAKE, GEORGIA, THAT THE CITY WILL WORK WITH GWINNETT COUNTY TO INCLUDE ITS MUNICIPAL BOUNDARIES AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN.

PASSED AND ADOPTED, this the _____ day of _____, 2024 by the Mayor and Governing Board of Berkeley Lake, Georgia, assembled in regular session.

BY: _____
MAYOR

ATTESTED:

BY: _____

ORDINANCE NO. 24-253

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO AMEND CHAPTER 78. “ZONING,” SECTIONS 78-300, REGULATION OF LANDS IN THE GC-A ZONING DISTRICT, AND 78-301, DEVELOPMENT OF PROPERTIES IN THE GC-A ZONING DISTRICT, TO CLARIFY UNDERLYING ZONING STANDARDS APPLICABLE TO PROPERTIES WITHIN THE GWINNETT COUNTY – ANNEXED ZONING DISTRICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SECTION I.

IT IS HEREBY ORDAINED, by the governing authority of the City of Berkeley Lake that Chapter 78 of the Code of Ordinances, entitled “Zoning,” shall be amended as follows:

- a. Subsection 78-300 shall be amended by deleting the title and text thereof in its entirety and inserting in lieu thereof the following:

78-300 Regulation of lands in the GC-A zoning district.

Any properties zoned Gwinnett County-Annexed (GC-A) as shown on the official zoning map, unless otherwise specifically approved by the Berkeley Lake mayor and city council, shall be subject to the property-specific conditions of zoning or special use permit approval, or both, adopted by the Gwinnett County Board of Commissioners by resolution which applied to said properties at the time they were zoned, or the special use was permitted, in unincorporated Gwinnett County immediately prior to annexation. The official Gwinnett County zoning and special use permit files of properties so annexed shall become official files of the City of Berkeley Lake and shall be maintained by the city clerk, and said conditions of zoning or special use approval, or both, adopted by the Gwinnett County Board of Commissioners as adopted and applied by the City of Berkeley Lake, shall constitute the zoning regulations governing said properties. Further, and properties zoned Gwinnett County – Annexed (GC-A) as shown on the official zoning map shall be subject to those provisions of the zoning district of Gwinnett County’s Zoning Resolution which applied to the property immediately prior to annexation.

- b. Section 78-301 shall be amended by deleting the title and text thereof in its entirety and inserting the in lieu thereof the following:

78-301. Development of properties in the GC-A zoning district.

Properties in the GC-A district shall be developed and used consistent with those uses permitted in the Gwinnett County zoning district classification which applied to the property immediately prior to annexation. Properties in the GC-A district shall continue to enjoy the use or uses specifically conferred by formal zoning or special use permit action of the Gwinnett County Board of Commissioners immediately prior to annexation. Development of any properties zoned GC-A on the effective date of this Zoning Ordinance shall comply with the following:

- (1) The property-specific conditions of zoning adopted by the Gwinnett County Board of Commissioners in a property-specific rezoning action by resolution and which were in effect for said property when in unincorporated Gwinnett County immediately prior to annexation.
- (2) The property-specific conditions of special use approval adopted by the Gwinnett County Board of Commissioners in a property-specific special use permit action by resolution and which were in effect for said property when in unincorporated Gwinnett County immediately prior to annexation.
- (3) Any modification of zoning or special use permit conditions granted by the Gwinnett County Board of Commissioners by official action which are part of the official Gwinnett County files for said property on record with the city clerk.
- (4) Any property-specific variances granted by the Gwinnett County Board of Zoning Appeals and which are a part of the official Gwinnett County files for said property on record with the city clerk.
- (5) Any property-specific modification of zoning or special use permit conditions approved by the Berkeley Lake mayor and city council through formal action at a regular meeting prior to the effective date of this Zoning Ordinance, on record with the city clerk.
- (6) In reviewing a development proposal for compliance with the zoning regulations of the GC-A zoning district, questions may arise as to what other additional dimensional requirements or use regulations apply. In certain cases, the city clerk may not be able to resolve such questions by relying on the zoning or special use permit conditions and any applicable variances or modification of said conditions alone. For example, a building on a site plan approved as a condition of zoning or special use permit approval may not be shown with enough specificity to determine the maximum building height or setbacks that apply to the proposed building. As another example, questions may arise as to whether the use provisions allow for an accessory building, structure, or use on the subject property that is not shown on the site plan approved as a condition. In such instances where questions about development permissions cannot be resolved by applying the above provisions (a1) through (e5) of this section, the city clerk shall apply regulations of the Berkeley Lake zoning district established in

this Zoning Ordinance which most closely resembles the zoning district of Gwinnett County’s Zoning Resolution which applied to the property immediately prior to annexation, as more particularly shown below:

Gwinnett County Zoning District	Berkeley Lake Zoning District Which Shall Apply When Questions Arise Under Terms of this Section as They Relate to Dimensional Requirements and Accessory Buildings, Structures, and Uses
M-1, Light Industry	M-1, Light Industrial
M-2, Heavy Industry	M-1, Light Industrial
C-1, Neighborhood Business	C-1, Neighborhood Business
C-2, General Business	C-1, Neighborhood Business
O-I, Office – Institutional	O-I, Office - Institutional
R-ZT, Single-Family Residence	R-100, Single-Family Residence
R-100, Single-Family Residence	R-100, Single-Family Residence

(7) *Exceptions.*

- (a) Notwithstanding any provision of the Peachtree Corners Overlay District, as established by the Gwinnett County Zoning Resolution, to the contrary, inflatable and temporary signage in conformance with Chapter 62 of this Code shall be allowed.

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 _____ day of _____ 2024.

LOIS D. SALTER
Mayor

ATTEST:

LEIGH THREADGILL
City Clerk

Planning Commission
Consideration: August 13, 2024

1st Reading: August 22, 2024

2nd Reading: September 19, 2024

Council Adoption: September 19, 2024



Exhibit A

Roadside & Grounds Maintenance Contract Services

City of Berkeley Lake
4040 South Berkeley Lake Rd. NW
Berkeley Lake, Georgia 30096
www.berkeley-lake.com
770 368 9484

CITY OF BERKELEY LAKE, GEORGIA

**EXHIBIT A
ROADSIDE AND GROUNDS MAINTENANCE
CONTRACT SERVICES**

FOR SERVICES FROM

JANUARY 2024 – DECEMBER 2026

DATE ISSUED: DECEMBER 6, 2023

INDEX OF ENCLOSED SERVICE DESCRIPTIONS AND REQUIREMENTS

Section	Item	Description
I.		NOT USED
II.		SCOPE OF WORK
III.	1	ROAD RIGHT-OF-WAY MAINTENANCE
IV.	2	OVERALL ANNUAL RIGHT-OF-WAY MAINTENANCE
V.	3	PARK MAINTENANCE – LAWN, AND WEEDS
VI.	4	PARK MAINTENANCE
VII.	5	TRASH RACK SERVICE/MAINTENANCE
VIII.	6	DAM MOWING AND MAINTENANCE
IX.	7	WINTER WEATHER ROAD PREPARATION
X.	8	CITY GATEWAY
XI.	<u>9</u>	<u>WATER WHEEL VIEWING AREA</u>
XII.	<u>10</u>	<u>SPILLWAY</u>
XIII.		SPECIFICATIONS
XIV.		CITY ROAD MAP
XV.		UNIT PRICE BID SCHEDULE
XVI.		AGREEMENT OF ACCEPTANCE LANGUAGE

I. SECTION NOT USED

(The remainder of this page left intentionally blank.)

II. SCOPE OF WORK

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

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

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

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

1. Maintenance of the city road rights-of-way beginning in the spring when grass reaches a height of approximately six (6) inches and continuing throughout the growing season, maintaining a height of no more than six (6) inches, approximately twice per month. Mowing shall continue into the fall season until growth has stopped for late fall and winter.
2. Listed below are the areas to be maintained. The City Administrator will clarify any areas in question for the duration of this contract.

a. Lakeshore Drive/Ridge Road/Little Ridge Road:

- i. The entire length of Lakeshore Drive.
- ii. The entire length of Ridge Road.
- iii. The entire length of Little Ridge Road.
- iv. The intersection of North Berkeley Lake Road and Ridge Road, including the areas within and between the groves of small pines and the westerly shoulder of North Berkeley Lake Road between Ridge Road and Peachtree Industrial Blvd. NOTE: Miscanthus grass to be cut back to 6” above ground each February.
- v. The landscape area around the brick sign wall at the northwest corner of Ridge Road and North Berkeley Lake Road shall be maintained as described in ~~EXHIBIT B~~Section X (item 8) and invoiced at prices described in ~~that document~~Section XVI – Unit Price Schedule.
- vi. Cutting of the grass and “weed-eating” of the area surrounding the Miramont Lift Station on Lakeshore Drive and the grassed area and drainage swale to the south, adjacent to the stilling pond, directly below the Miramont detention pond dam.
- vii. The intersections of Lakeshore Drive with, and including Hilltop Lane, Lakeview Lane and Valley View Lane for 50 feet in all directions.

b. South Berkeley Lake Road/Peachtree Lakes Drive:

- i. The easterly grassed shoulder of South Berkeley Lake Road extending 50 feet southerly from and including the intersection with Bush Road.
- ii. The easterly shoulder from the Chapel grounds to Lakeshore Drive.

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

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

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

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

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

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

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

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

VI. ITEM NO. 4 – MONTHLY PARK MAINTENANCE

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

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

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

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

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

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

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

VIII. ITEM NO. 6 – DAM MOWING AND MAINTENANCE

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

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

IX. ITEM NO. 7 - WINTER WEATHER ROAD PREPARATION

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

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

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

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

X. ITEM NO. 8 - CITY GATEWAY

1. Preseason Bermuda grass scalping and general cleanup
 - a. Warm season grass is cut low and clippings are either managed on site or taken away. This process stimulates new growth and eliminates the contrast of dormant and newly emerging grass.
 - b. General cleanup of sticks and other debris from winter storms is cleaned up during this time.
 - c. Four (4) visits January through March

2. Bi-weekly cut, weed eat, edge, and blow
 - a. Mow all turf areas at the proper height based on turf and season.
 - b. Use commercial weed eaters to cut grass in areas mowers will not reach
 - c. Edgers to be used along driveways, walkways, street fronts, and between bed and turf edges to give definition to the lawn.
 - d. Blow debris from driveway, walkways, curbs and living areas such as decks and patios
 - e. Fourteen (14) bi-weekly visits between April and October

3. Fertilizing and pre-emergent
Provide four (4) pre-emergent and three (3) fertilizer applications to turf area for a total of seven (7) applications. This is done at strategic times of the year for maximum benefit. Use a time-release granular fertilizer during the growing season to ensure turf receives the full nourishment benefit. Liquid pre-emergent provides an excellent buffer against weeds and over time it works better as the soil becomes acclimated. The pre-emergent process must be followed up with topical application for broadleaf weeds that start in June and continue through the cutting season. Special applications to be approved by the city administrator.

4. Weed control – beds and planted areas
 - a. Flowable applications of liquid chemicals are needed to control weeds in bed areas because planted areas will have some weeds during growth season. These applications will control all weeds in planted beds. Weeds taller than 4 inches will be removed by hand.
 - b. Roughly fifteen (15) applications throughout the year.

5. Hedging and pruning
 - a. Detail shrubs throughout the year, including all shrubs adjacent to the gateway sign and as specified in the contract. This includes crape myrtles and other ornamental trees less than 18 feet tall.
 - b. Four (4) to six (6) instances per year.

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

XI. ITEM NO. 9 - WATER WHEEL VIEWING AREA

The area to be cleaned is 19 feet long from the “mow free zone” sign along North Berkeley Lake Road north to the creek. Vegetation should be removed from this area to allow visibility into the site for viewing the water wheel.

XII. ITEM NO. 10 - SPILLWAY

Clear the vegetation on the spillway located on the east side of Bayway Circle (parcel number 6289-388) between 142 and 150 Bayway Circle.

XIII. SPECIFICATIONS

GENERAL

1. These Specifications establish the terms, conditions and considerations under which Contractor will provide landscape maintenance services (“Service”) as required herein at the facilities designated in the Annual Roadside Maintenance Contract. In general terms such Service includes all labor, supplies and equipment as needed to assure optimum maintenance of plant material.
2. For the purpose of these Specifications “Contractor” includes its subsidiaries and affiliated companies, authorized dealers, agents, representatives, subcontractor(s) or any other party engaged by Contractor pursuant to the purposes of providing Services.
3. Contractor agrees that it is solely responsible for all payments due or to become due for material supplies and to all its employees. When due, the Contractor shall pay payroll taxes and other taxes levied against payrolls by municipal, state and federal agencies. Any taxes, excises, impositions, licenses or fees levied or pertaining to said work, or on the manufacturer, storage, sales, transportation, inspection and delivery of any materials and equipment under any law in force during the period of the Agreement, shall be paid by the Contractor.
4. Contractor acknowledges that the Service specified in this document is not intended to express every detail of the Service to be provided by Contractor and Contractor hereby represents that it is experienced and

competent in providing Service that meets or exceeds generally accepted practices commensurate with those provided by other companies that provide such Service.

5. Contractor acknowledges that it has inspected or was able to inspect the work sites and that it understands the Service requirements and conditions under which the Service is to be performed. No allowances shall be made for Contractor's error, negligence or failure to have adequately inspected the sites where Service is to be performed. Contractor acknowledges, understands and agrees that the cost of the Service is intended to cover all foreseeable work, risks, hazards and difficulties inherent to the Service of this nature.
6. Contractor acknowledges that disposal of solid waste, litter and/or debris shall be the responsibility and expense of the contractor and such solid waste, litter and /or debris shall be disposed of beyond the corporate limits of the city, and that disposal of any type of solid waste, clippings or debris into the protected greenspace or into gutters or grates of any type is strictly prohibited and subject to fine and/or imprisonment.
7. The City of Berkeley Lake is an equal opportunity employer and does not discriminate in employment of persons because of their age, race, color, religion, sex, national origin, ethnic heritage, sexual orientation, gender identity, political affiliation, and veteran or handicap status. The City of Berkeley Lake requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding employment practices.
8. Contractor acknowledges that it will be required to verify its compliance with OCGA 13-10-91, the Georgia Security and Immigration Compliance Act of 2006.

REPRESENTATIVES AND AFFILIATES

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

PERSONNEL

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

SUPERVISION

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

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

SUBCONTRACTORS

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

INVOICING AND TAXES

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

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

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

PAYMENT

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

INSURANCE

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

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

WARRANTY

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

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

NOTICES

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

SCHEDULING

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

SERVICES TO BE PERFORMED

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

GENERAL PROCEDURES

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

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

TERMINATION OF CONTRACT

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

XIV. CITY ROAD MAP

See attachment.

XV. WATER WHEEL VIEWING GRAPHIC

See attachment.



MOM FREE ZONE

XIV. UNIT PRICE SCHEDULE

Item No.	Description	Price per Instance	Instances	Estimated Annualized Cost
1a	Road Right-of-Way Maintenance (a)	\$585.00	7	\$4095.00
1b	Road Right-of-Way Maintenance (b)	\$180.00	7	\$1260.00
1c	Road Right-of-Way Maintenance (c)	\$490.00	7	\$3430.00
2	Overall Annual Right-of-Way Cleanup	\$55.00/hr.+ disposal	2	
3	City Hall & Park - Lawn Care & Weed Control	\$80.00	7	\$560.00
4a	Park Maintenance – City Hall Monthly	\$480.00	12	\$5760.00
4b	Park Maintenance – Seasonal Color	\$650.00	2	\$1300.00
4c	Park Maintenance – Mulch Installation	\$1020.00	2	\$2040.00
5a	Trash Rack Service / Maintenance	\$55/man hour	26	
5b	Trash Pick-up (PIB)	\$145.00	4	\$580.00
6a	Dam Mowing and Maintenance	\$585.00	6	\$3510.00
6b	Dam Parking Lot Mowing and Maintenance	\$70.00	12	\$840.00
7	Winter Weather Road Preparation	\$480.00	as needed	\$960.00
8a	City Gateway (Ridge and NBLR)	\$105.00	12	\$1,260.00
8b	City Gateway Pine Straw	\$160.00	2	\$320.00
<u>9a</u>	<u>Water Wheel Viewing</u>	<u>\$275</u>	<u>4</u>	<u>\$1,100.00</u>
<u>10</u>	<u>Spillway</u>	<u>\$575</u>	<u>2</u>	<u>\$1,150.00</u>
				\$25915.00 <u>28,740</u>

Description	Rate
Contract Extras Hourly Rate	\$55.00
Emergency Services Hourly Rate	\$55.00

XIVXVII. ACCEPTANCE OF AGREEMENT

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

Approval as to form:

Richard A. Carothers, City Attorney