



AGENDA AS AMENDED
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
MAY 21, 2026

6:30 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 April 16, 2026, Council Meeting
- b) Minutes of April 16, 2026, Council Work Session
- c) Financial Statements of March 2026 – Unaudited

OLD BUSINESS

NEW BUSINESS

- a) O-26-262 – Amendment to Chapter 78, Article X, Commercial Use District
- b) R-26-01 – Resolution to Join Amicus Brief – Chang v. City of Milton
- c) 2026 LMIG Paving Project – Engineer’s Recommendation of Contract Award
- d) Google Fiber Franchise Agreement
- e) Council Consideration Regarding Greenspace
- f) Moratorium on Zoning Applications

EXECUTIVE SESSION *(if needed)*

CITIZEN COMMENTS

ADJOURNMENT

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



**COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
APRIL 16, 2026**

ATTENDANCE

Mayor: Lois Salter

Council Members: Skip Dahlstrom, Bill Lacy, Chip McDaniel and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator, Thomas Mithcell – City Attorney

Members of the Public: 8

Members of the Press: 0

CALL TO ORDER

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

AGENDA

Salter solicited a motion regarding the agenda.

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

PUBLIC HEARING

a) O-26-261 - 2025 Budget Amendment

Salter solicited comments regarding the 2025 Budget Amendment.

There were none.

CONSENT AGENDA

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

- a) Minutes of March 19, 2026, Council Meeting
- b) Minutes of March 19, 2026, Council Work Session
- c) Financial Statements of February 2026 – Unaudited

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

OLD BUSINESS

a) 2025 Budget Amendment

Threadgill: O-26-261 is a housekeeping measure to identify the final status of expenses and revenues for 2025. I am requesting that council place the item on second read and adopt the amended budget.

McDaniel made a motion to place O-26-261, an ordinance to amend the budget for the year 2025, to repeal conflicting ordinances, to provide for an effective date and for other purposes, on second read and to adopt the amended budget. Lacy seconded the motion. All were in favor and the motion passed.

NEW BUSINESS

a) Public Comment Policy

Threadgill: The City Attorney has prepared this policy to help ensure efficient and orderly meetings and to provide guidance to citizens who wish to address city council about their concerns.

Dahlstrom made a motion to adopt the public comment policy. McDaniel seconded the motion. All council members were in favor and the motion passed.

b) VC3 Agreement for IT Services

Threadgill: The city's IT contractor, VC3, presented the need for various security upgrades at last month's work session. Additionally, in order to meet a federal mandate relative to ADA compliance as well as to make various other changes to the city's website, staff requested VC3 assistance to update the website. The agreement before you continues the current services provided by VC3 and adds security and website upgrades. Staff requests that you approve the agreement and authorize the Mayor to sign it subject to review and approval by the city attorney.

Spitler made a motion to approve the agreement and authorize the Mayor to sign it subject to review and approval by the city attorney. Lacy seconded the motion. All council members were in favor and the motion passed.

c) Keck & Wood Proposal for 2026 MS4 Report Preparation

Threadgill: This year, I requested that the city engineer assist with preparation of the 2025-2026 annual MS4 report, a proposal for which is before you tonight. Staff requests that you accept the proposal.

McDaniel made a motion to accept the Keck & Wood proposal to prepare the 2025-2026 MS4 report. Dahlstrom seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

Patricia, a representative for Jacques Laurent, candidate for state representative of District 97, stated that Jacques lives at 4920 Bankside Way in Peachtree Corners. She continued, "Thank you for the opportunity to address the council and wonderful community. I have had the honor to knock on the doors and meet many of the residents, and Jacques' children have had the opportunity to attend Berkeley Lake Elementary School. He's running as a democrat to represent Georgia House District 97. His campaign and tenure are about providing leadership to move us forward."

Patricia passed out flyers and referenced a candidate website if anyone would like further information. She noted that Jacques could not be here and asked her to step in. She is his campaign manager.

Michael Wagner, 3589 Hermitage Drive, commented as follows. "Good evening, Mayor and Council. My name is Michael Wagner, and I have been a Berkeley Lake resident for over 20 years. I want to begin by being very clear: I fully support our partnership with the Gwinnett County Police Department. The ability to share camera data with the GCPD is a proven force-multiplier for Berkeley Lake's safety. My goal tonight isn't to weaken that link, but to ensure that the contractual terms between our city and Flock Safety are as robust as the technology itself.

This past Monday, April 13th, the Dunwoody City Council reached a unanimous agreement to renew with Flock - not by accepting the standard 'fine print,' but by negotiating a Master Services Agreement that protects their residents' civil rights. They proved that the city can be a leader in public safety without surrendering its data sovereignty. Dunwoody successfully negotiated for a 'Federal Sharing Toggle' - a literal switch that allows the city to keep local data local, preventing it from being harvested by federal agencies like ICE without explicit local approval. They also secured language that prohibits Flock from using resident movement data to train their private AI models.

As I understand our current authorization with Flock dates back to 2023. Since then, Flock has updated their terms twice – most recently this February - to include perpetual data licenses and liability caps that shift risk onto us, the taxpayers.

To ensure Berkeley Lake matches the high standard of privacy just set by Dunwoody, I am asking for verification of three points.

1) Ownership: Will the City Attorney verify that Berkeley Lake retains 100% ownership of our data and that it cannot be used for Flock's private AI development?

2) Accountability: Will the Council pull a quarterly 'search justification' log to ensure the system is being used only for its intended law enforcement purposes?

3) The Toggle: Will we follow Dunwoody's lead and implement a 'Federal Sharing Toggle' to ensure our partnership with the GCPD remains focused on local public safety."

Salter noted that the comments have continued for over three minutes and asked that the comments be sent in writing. Wagner agreed and then continued with his final thoughts.

"We don't have to choose between a safe community and secure civil rights; they are two sides of the same coin. I'm asking this Council to ensure that as you modernize our policing through future contract renewals, our residents' privacy is treated as a fundamental right - not a negotiable commodity for a private vendor - and that our community is provided with full, ongoing transparency on this issue. Thank you."

Salter asked again for the comments to be sent in writing. Wagner agreed to do so.

There were no further comments.

ADJOURNMENT

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

Salter adjourned the meeting at 8:13 PM.

Submitted by:

Leigh Threadgill, City Clerk



**COUNCIL WORK SESSION
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
APRIL 16, 2026**

ATTENDANCE

Mayor: Lois Salter

Council Members: Skip Dahlstrom, Bill Lacy, Chip McDaniel and Rebecca Spitler

City Officials: Leigh Threadgill - City Administrator, Thomas Mitchell - City Attorney, Dick Carothers – City Attorney

Members of the Public: 2

Members of the Press: 0

WORK SESSION

Threadgill presented training materials related to city finance as orientation for new council members and a refresher for existing council members.

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

Salter acknowledged Dick Carothers who was returning after several months of being out on medical leave. She informed the council that Carothers has asked for his firm, Carothers & Mitchell, to be the appointed City Attorney, rather than him individually, as succession plans for the firm are implemented.

The work session was adjourned.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	364,961.21	1,587,856.00	-1,222,894.79	22.98 %
320 320 SPLOST Income	132,422.58	2,125,743.00	-1,993,320.42	6.23 %
Total Income	\$497,383.79	\$3,713,599.00	\$ -3,216,215.21	13.39 %
GROSS PROFIT	\$497,383.79	\$3,713,599.00	\$ -3,216,215.21	13.39 %
Expenses				
1 Gen Govt	172,365.86	607,035.00	-434,669.14	28.39 %
2 Judicial	840.00	9,449.00	-8,609.00	8.89 %
3 Public Safety	55,079.46	175,421.00	-120,341.54	31.40 %
4 Public Works	66,795.17	547,645.00	-480,849.83	12.20 %
6 Culture and Recreation	6,572.00	23,915.00	-17,343.00	27.48 %
7 Housing and Development	34,556.83	224,390.00	-189,833.17	15.40 %
SPLOST Expenses	65,438.00	2,125,743.00	-2,060,305.00	3.08 %
Total Expenses	\$401,647.32	\$3,713,598.00	\$ -3,311,950.68	10.82 %
NET OPERATING INCOME	\$95,736.47	\$1.00	\$95,735.47	9,573,647.00 %
NET INCOME	\$95,736.47	\$1.00	\$95,735.47	9,573,647.00 %

City of Berkeley Lake

Income & Expense

March 2026

	TOTAL
Income	
100 100 General	86,921.83
320 320 SPLOST Income	46,557.37
Total Income	\$133,479.20
GROSS PROFIT	\$133,479.20
Expenses	
1 Gen Govt	39,223.87
2 Judicial	
3 Public Safety	13,934.74
4 Public Works	22,375.18
6 Culture and Recreation	480.00
7 Housing and Development	7,446.38
SPLOST Expenses	6,343.50
Total Expenses	\$89,803.67
NET OPERATING INCOME	\$43,675.53
NET INCOME	\$43,675.53

City of Berkeley Lake

Balance Sheet

As of March 31, 2026

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	5,476,401.37
SPLOST Fund	1,367,172.00
Suspense 1.11.1000	0.00
Total Bank Accounts	\$6,843,573.37
Accounts Receivable	
Accounts Rec 1.11.1900.1	18,090.29
Total Accounts Receivable	\$18,090.29
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	87,220.72
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	36,000.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	0.00
Prepaid items 1.11.3800	4,212.00
QuickBooks Tax Holding Account	0.00
Taxes Receivable 1.11.1600	14,298.09
Undeposited Funds 1.11.1114	700.00
Total Other Current Assets	\$142,430.81
Total Current Assets	\$7,004,094.47
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	\$18,459,143.61

City of Berkeley Lake

Balance Sheet

As of March 31, 2026

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	28,785.20
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$28,785.20
Credit Cards	
Anderson Credit Card (8186)	85.97
BOZEMAN, MARTY (0241)	0.00
Hiller Credit Card (8402)	112.61
Hunter Credit Card (0891)	377.69
Threadgill Credit Card (3322)	539.53
Wilhite Credit Card (1132)	0.00
Total Credit Cards	\$1,115.80
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	17,419.29
Direct Deposit Payable	-0.01
MyGov	-2,322.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	20,125.20
Regulatory Fees Payable	18,134.99
Retainage Payable	0.00
Total Other Current Liabilities	\$53,423.57
Total Current Liabilities	\$83,324.57

City of Berkeley Lake

Balance Sheet

As of March 31, 2026

	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	\$83,324.57
Equity	
Fund Bal Unrsvd 1.13.4220	5,448,455.56
Investmt in fixedassets 1.13.4K	11,327,229.85
Opening Bal Equity	0.00
Reserve for prepaids 1.13.4125	4,212.00
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,395,117.81
Retained Earnings 1.13.3000	59,469.51
Net Income	141,334.31
Total Equity	\$18,375,819.04
TOTAL LIABILITIES AND EQUITY	\$18,459,143.61

ORDINANCE NO. 26-262

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO AMEND CHAPTER 78. "ZONING," ARTICLE X, "COMMERCIAL USE DISTRICT", BY ADDING NEW SECTIONS 78-281 THROUGH 78-285 TO PROMULGATE REGULATIONS PERTAINING TO A NEW GENERAL BUSINESS (C-2) 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 by adding the following sections to Article X, Commercial Use District:

- 78-281, C-2, general business district
- 78-282, Uses permitted
- 78-283, Grassing and paving required
- 78-284, Buffer zones established
- 78-285, Area, yard, height and supplementary regulations as to C-2 commercial use district

ARTICLE X. COMMERCIAL USE DISTRICT

Sec. 78-267. General purposes of commercial districts.

The commercial districts established in this article are designed to promote and protect the public health, safety and general welfare. These general goals include, among others, the following specific purposes:

- (1) To provide sufficient space, in appropriate locations in proximity to residential areas, for local retail development catering to the regular shopping needs of the occupants of nearby residences, with due allowance for the need for a choice of sites.
- (2) To provide appropriate space, and in particular sufficient depth from a street, to satisfy the needs of modern local retail development, including the need for offstreet parking spaces in areas to which a large proportion of shoppers come by automobile, and to encourage the natural tendency of local retail development to concentrate in continuous retail frontage, to the mutual advantage of both consumers and merchants.
- (3) To protect both local retail development and nearby residences against fire, explosion, toxic and noxious matter, radiation and other hazards, and against offensive noise, vibration, smoke, dust and other particulate matter, odorous matter, heat, humidity and glare and other objectionable influences.

- (4) To protect both local retail development and nearby residences against congestion, particularly in areas where the established pattern is predominantly residential but includes local retail uses on the lower floors, by regulating the intensity of local retail development, by restricting those types of establishments which generate heavy traffic, and by providing for offstreet parking and loading facilities.
- (5) To provide sufficient space in appropriate locations for all types of commercial and miscellaneous service activities, with due allowance for the need for a choice of site.
- (6) To provide freedom of architectural design, in order to encourage the development of more attractive and economic building forms, within proper standards.
- (7) To promote the most desirable use of land and direction of building development in accord with a well-considered plan, to promote stability of commercial development, to strengthen the economic base of the city, to protect the character of the district and its peculiar suitability for particular uses, to conserve the value of the land and buildings and to protect the city's tax revenue.

(Code 2004, § 39-1001)

Sec. 78-268. C-1 neighborhood business district.

The C-1 neighborhood business district is designed to provide for local shopping and include a wide range of retail stores and personal service establishments which cater to frequently recurring needs. The district regulations are designed to promote convenient shopping and the stability of retail development by encouraging continuous retail frontage and by prohibiting local service and manufacturing establishments which tend to break such continuity.

(Code 2004, § 39-1002)

Sec. 78-269. Uses permitted.

In C-1 neighborhood business districts, the following uses shall be permitted:

- (1) Any retail, financial or personal business or service providing convenience goods and services to nearby residential areas, except gasoline stations and drive-through eating places.
- (2) Within the C-1 neighborhood business district, automobile parking is permitted within the front yard setback provided a street barrier strip is provided so that no automobile can back into the bordering street.
- (3) Communication towers and antennas subject to the requirements of Chapter 77, Standards for Wireless Communication Facilities.

(Code 2004, § 39-1003; Ord. No. O-103-09, 6-18-2009)

Sec. 78-270. Grassing and paving required.

All driveways and parking areas on commercial lots shall be paved with concrete and all areas not paved shall be suitably grassed or landscaped including all banks and slopes to a degree sufficient to effectively prevent erosion or siltation and sedimentation in runoff waters. All banks and slopes are to be grassed or stabilized immediately upon completion of grading.

(Code 2004, § 39-1004)

Sec. 78-271. Buffer zones established.

In all C-1 neighborhood business districts a buffer strip at least 50 feet wide is required where said neighborhood business district abuts an industrial district. Where it abuts a residential district, the buffer strip shall be at least 75 feet wide. Buffers shall be planted to meet the requirements of Chapter 42 - Natural Resources, Article VII - Buffers, Landscape and Trees, Division 2 - Buffer Regulations.

(Ord. No. O-118-10, § 1, 10-21-2010)

Editor's note(s)—Ord. No. O-118-10, § 1, adopted Oct. 21, 2010, repealed § 78-271 in its entirety and enacted new provisions to read as herein set out. Prior to amendment § 78-271 pertained to similar subject matter. See Code Comparative Table for derivation.

Sec. 78-272. Area, yard, garage, height and supplementary regulations as to C-1 commercial use district.

The following regulations shall apply to commercial uses:

(1)	District area	Minimum	Ten acres.
(2)	Lot area	Minimum	30,000 square feet.
(3)	Lot frontage	Minimum	150 feet.
(4)	Lot depth	Minimum	200 feet.
(5)	Front yard	Minimum	75 feet.
(6)	Rear yard	Minimum	25 feet.
(7)	Side yard	Minimum	25 feet.
(8)	Building height	Maximum	Two stories or 40 feet, whichever is less.
(9)	Location of driveways	At least	100 feet from street intersection; at least 100 feet from each other measured at the center of the driveway.

(Code 2004, § 39-1006)

Secs. 78-273—78-~~292~~280. Reserved.

Sec. 78-281. C-2 general business district.

The C-2 general business district is intended to provide adequate space in appropriate locations among major streets, thoroughfares and intersections for various types of business use. These uses include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. The intensity of development and uses in the C-2 general business district is greater than in the C-1 Neighborhood Business District because it is intended to serve a greater population and to offer a wider range of goods and services.

Sec. 78-282. Uses permitted.

In C-2 general business districts, the following uses shall be permitted:

Commented [LT1]: Uses with asterisks are to address the catch all use categories that leave question as to whether more specific uses would be allowed within them. Ex: body art studio or massage therapy as general personal service use. These would not be allowed under the general heading general personal service use, but that isn't clear here. The proposed UDO will have definitions for each use category, which will help. However, deriving a use list from a use table is problematic because the list doesn't capture the context of where uses are or aren't permitted.

Public and Institutional Uses

- a) Place of Worship
- b) Commercial School
- c) Daycare Center

Commercial Uses

- a) General indoor recreation and entertainment*
- b) Club, private
- c) Convention hall or event facility
- d) General food and beverage*
- e) Food caterer
- f) General medical
- g) Medical laboratory
- h) General office
- i) Radio and television studio
- j) General personal service uses*
- k) Animal care, indoor
- l) Copy and print business
- m) Funeral home (without crematorium)
- n) Health Club
- o) Instructional studio
- p) General retail uses*
- q) Department store
- r) Furniture store
- s) Home improvement
- t) Retail bank
- u) General wholesale trade

Sec. 78-283. Grassing and paving required.

All driveways and parking areas on commercial lots shall be paved with concrete and all areas not paved shall be suitably grassed or landscaped including all banks and slopes to a degree sufficient to effectively prevent erosion or siltation and sedimentation in runoff waters. All banks and slopes are to be grassed or stabilized immediately upon completion of grading.

Sec. 78-284. Buffer zones established.

A buffer strip at least 50 feet wide is required where said business district abuts an industrial district. Where it abuts a residential district, the buffer strip shall be at least 75 feet wide. Buffers shall be planted to meet the requirements of Chapter 42 – Natural Resources, Article VII – Buffers, Landscape and Trees, Division 2 – Buffer Regulations.

Sec. 78-285. Area, yard, height and supplementary regulations as to C-2 commercial use district.

Commented [LT2]: This isn't identical to the applicant's proposal because it doesn't include accessory building standards. There is language in the city's code that says all structures in nonresidential districts are considered primary structures. The draft UDO also has different standards than those proposed by the applicant.

<u>(1)</u>	<u>Building Height</u>	<u>Maximum</u>	<u>40 feet</u>
<u>(2)</u>	<u>Lot Width</u>	<u>Minimum</u>	<u>100 feet</u>
<u>(3)</u>	<u>Lot Depth</u>	<u>Minimum</u>	<u>100 feet</u>
<u>(4)</u>	<u>Front Yard</u>	<u>Minimum</u>	<u>35 feet</u>
<u>(5)</u>	<u>Corner Side Yard</u>	<u>Minimum</u>	<u>10 feet</u>
<u>(6)</u>	<u>Side Yard</u>	<u>Minimum</u>	<u>10 feet</u>
<u>(7)</u>	<u>Rear Yard</u>	<u>Minimum</u>	<u>35 feet</u>

Secs. 78-286-78-292. - Reserved.

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 _____ 2026

 LOIS D. SALTER
 Mayor

ATTEST:

 LEIGH THREADGILL
 City Clerk

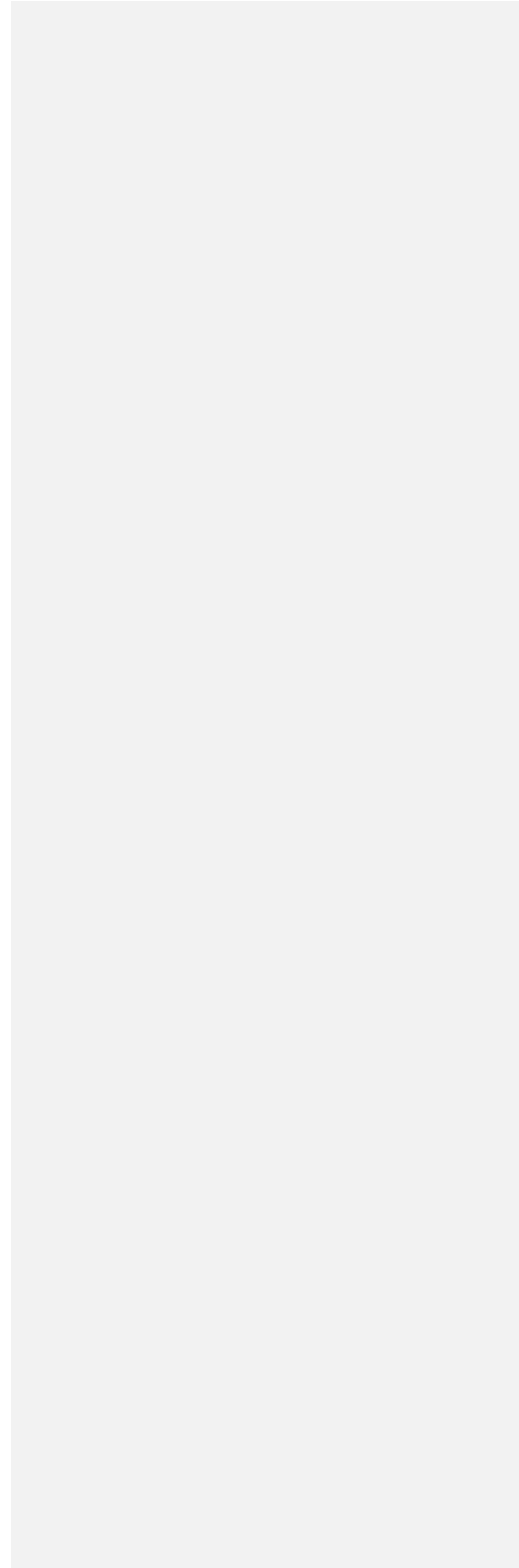
Planning Commission

Consideration: April 14, 2026

1st Reading: May 21, 2026

2nd Reading and Public Hearing: June 18, 2026

Council Adoption:



**City of Berkeley Lake
Staff Analysis**

CASE NUMBER:	PZTA-26-02
CODE SECTIONS:	ARTICLE X, Section 78-281 – 78-285 - C-2, General Business District Regulations
PURPOSE:	AMENDMENT TO CREATE A C-2 District
MEETING DATE:	MAY 21, 2026 CITY COUNCIL

PURPOSE:

The owner of 4477 Peachtree Industrial Boulevard is requesting the city adopt a C-2, General Business, district for the purpose of creating a district that allows the use (indoor recreation center) that he proposes to develop on the property.

ANALYSIS:

The city received a request to amend the zoning ordinance to create a new zoning district, C-2, General Business, for the purpose described above.

All of the non-residential properties annexed in the 2011–2012-time frame were zoned Gwinnett County – Annexed (GC-A) upon annexation. The GC-A district froze the Gwinnett County zoning standards that applied to the property immediately prior to annexation. The city has been applying 2011 Gwinnett County zoning standards to the annexed non-residential areas for 15 years.

Properties that were annexed had been zoned neighborhood business (C-1), general business (C-2), light industrial (M-1), heavy industrial (M-2), office and institutional (O&I) and single-family residence (RZT) when in unincorporated Gwinnett County. If an owner wanted to change the zoning from GC-A (C-1) to GC-A (C-2) he could not. He could only apply to rezone his property to a City of Berkeley Lake zoning district. While the city has a C-1, M-1 and O&I zone, the city does not have a C-2, M-2 or RZT zone. Therefore, there is no comparable city zoning district for several of the properties that were annexed.

In the time since annexation, two rezonings have been approved in the annexed areas. Both changed the zoning designation from GC-A to a city district, one from GC-A (C-2) to C-1 (4790 Peachtree Industrial Boulevard) and one from GC-A (O&I) to M-1 (4487 South Old Peachtree Road).

The applicant for this text amendment owns a property that was zoned C-1 with conditions while in unincorporated Gwinnett County, and under the GC-A district that currently governs the property, those standards still apply. He wishes to develop the property with a use that is not permitted by the current zoning of the property. But the city doesn't have a district for him to zone to that allows his proposed use either. The use that he is interested in developing on the property, indoor recreation center, requires the city to adopt a new zoning district.

The city has been working with TSW, a team of experts, to create a Unified Development Ordinance (UDO) that would include the creation of new zoning districts to accommodate

annexed properties so that there is no longer a need to rely on obsolete Gwinnett County zoning standards for regulation of annexed property. A C-2 district is proposed to be included in the UDO. However, the UDO is comprehensive, including not only zoning regulations but also other development regulations such as landscaping and sign regulations. It is not yet ripe for action given the iterative process of review and revision to create a draft that is suitable for adoption.

However, the applicant is interested in pursuing development of the property now and has submitted a draft C-2 district, modeled after current Gwinnett County zoning regulations, to allow development of his property to proceed. Unfortunately, it is not as simple as copying Gwinnett County code into the city's zoning ordinance. There are conflicts in regulation as well as a difference in how use permissions are represented that prevent a seamless adoption of current Gwinnett County standards as city standards.

During the Planning & Zoning Commission's deliberation of this request, staff was asked to try to revise the applicant's proposal to be consistent with the permitted uses included in the draft C-2 district that is proposed as part of the UDO. This proved to be a task that required a much more comprehensive change to the city's zoning ordinance. As an example, the proposed UDO seeks to define each use category in the permitted use table. These definitions are important to interpret and administer the use permissions. In trying to fulfill the P&Z Commission's request, staff realized that to revise the applicant's text amendment proposal to be consistent with the consultant's proposed draft is much more complex than just making sure the permitted use list is the same.

RECOMMENDATION:

This text amendment application is a change to city policy. It creates a new zoning district and must be carefully evaluated for unintended consequences. While it doesn't change the zoning of any individual property, it creates a district to which a property can be zoned if requested, subject to evaluation and analysis in accordance with the zoning standards that currently exist in the city's zoning ordinance.

Because of the importance of land use regulation through zoning, the city must ensure that zoning code changes that seek to create new districts are carefully prepared so that any new districts created are in harmony with the city.

Staff recommends denial of the text amendment to avoid adoption of a temporary, rudimentary, C-2 district, under which development could be authorized and vested, that would be replaced by the adoption of a robust and publicly vetted C-2 district as part of the Unified Development Ordinance, which is currently being drafted.

Rec'd 3/11/26

City of Berkeley Lake
P&Z Committee
4040 S. Berkeley Lake Road NW
Berkeley Lake, GA 30096

February 4, 2026

Re: Letter for Creating a C2 District for 4477 Peachtree Industrial Blvd.

The concept for Berkeley Lake Sports Club is a recreation destination for Berkeley Lake residents. Berkeley Lake consists of multiple neighborhoods which do not have tennis courts and clubhouses. BL Sports Club plans to fill that void with a modern clubhouse with meeting space, café, golf simulators, F1 simulators, padel and pickleball courts.

The facility will provide padel courts and pickleball courts (demand dependent), but indoor golf simulators and F1 simulators are other planned recreational activities. A meeting room for game playing and general meetings will be available. The bathrooms will be designed to be locker rooms. The planned café is a healthy and fresh menu of salads, sandwiches and protein shakes. Exercise equipment and a bar area for alcohol sales may be added based on demand.

The current zoning for the land is C1, which is designed for neighborhood businesses serving residents within the proximity of the community. This letter serves as a text amendment to create a C2 district, which expands the commercial use of the C1 code. The properties immediately south of the property are zoned C-2 per Gwinnett County records. Furthermore, the City of Berkeley Lake has engaged with Georgia Tech Urban Design Studios and TSW, a zoning and development consulting company. Both have tentatively recommended Berkeley Lake to incorporate the Gwinnett County C2 zoning.

Specifically, the code to be incorporated into the code would be the Gwinnett County C2 Zone:

C-2 General Business District.

Purpose and Intent. The C-2 General Business District is intended to provide adequate space in appropriate locations along major streets, thoroughfares and intersections for various types of business use. These uses include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. The intensity of development and uses in the C-2 General Business District is greater than in the C-1 Neighborhood Business District because it is intended to serve a greater population and to offer a wider range of goods and services.

DEVELOPMENT REQUIREMENTS

Minimum lot size: N/A

Minimum lot width: 100 feet

Minimum lot depth: 100 feet

Setbacks Principal Building:

1. Primary Frontage: 35 feet (min)
2. Secondary Frontage: 10 feet (min)
3. Side Setback: 10 feet (min)
4. Rear Setback: 35 feet (min)

Setbacks Accessory Buildings:

1. Primary Frontage: 35 feet (min)
2. Secondary Frontage: 10 feet (min)
3. Side Setback: 10 feet (min)
4. Rear Setback: 35 feet (min)

Building Height:

1. Principal Building Height: 40 feet (max)
2. Accessory Building Height: 35 feet (max), but not higher than the height of the principal building.

C-2 PERMITTED USES

The following uses are permitted by right in the C2 district.

The uses set forth in the table below shall be permitted only as listed and only in the manner so listed.

P: A permitted use.

S: A special use requiring a Special Use Permit subject to approval.

C: A conditional use subject to additional requirements.

Land Use	C-2
General Commercial Uses	
Eating and Drinking Establishments, not included below	P
Brewpub	P
Restaurant, with drive-in or drive-thru service	P

Lodging Establishments, not included below	P
Bed and Breakfast Inn	P
Extended Stay Facility	S
Business, Medical, or Professional Offices, not included below	P
Automobile Brokerage Office, no storage of vehicles	C
Medical Laboratory	P
Radio, Recording, or Television Studio	P
Personal Services Establishments, not included below	P
ATM, standalone drive-up	P
Animal Care Establishment, indoor only	P
Animal Care Establishment, with outdoor pens or runs	S
Check Cashing/Payday Loan Establishment, Standalone	S
Catering Service Establishment	P
Daycare Facility	P
Locksmith Establishment	P
Massage Therapy Establishment	P
Tattoo and Body Piercing Studio	P
Tutoring and Learning Center	P
Retail Sales or Rental of Goods Establishments, not included below	P
Copy and Print Store	P
Department or Wholesale Store	P
Discount, Dollar, or Thrift Store	S
Furniture Sales or Rental Store	P
Fireworks Sales, ancillary use	P
Fireworks Sales Establishment, principal use	S
Garden Supply Center	S
Home Improvement or Building Supply Store	P
Precious Metals Dealer Establishment	P
Smoke, Novelty, or CBD Shop	P
Entertainment and Recreation Uses	
Indoor Entertainment and Recreation Facilities, not included below	P
Health or Fitness Center	P
Hookah, Vapor, or Cigar Lounge	S/C
Lounge or Nightclub Establishment	S
Microbrewery or distillery Facility	C
Movie Theater	P

Pool or Billiard Halls	P
Shooting or Archery Range, indoor	S
Special Events Facility	P
Outdoor Entertainment and Recreation Facilities, not included below	S
Aircraft Landing Field, private	S
Recreational Vehicle Park or Campground	S
Civic and Institutional Uses	
Civic, Private and Public Institutions, not listed below	P
Club, Lodge, or Fraternal Organization Facility	P
Cemetery or Mausoleum	S/C
Community Center or Cultural Facility	P
Place of Worship	P
School, college, private, trade, or similar	C
Shelters, community or residential	S
Hospitals and Related Healthcare Facilities, not included below	P
Nursing Home	P
Residential Rehab Center (alcohol or drug)	S
Personal Care Home, congregate	P
Personal Care Home, Group	P
Automobile, Truck, Recreational Vehicle, Motorcycle, Boat, ATV, and Related Uses	
Vehicle Rental and Related Services Establishments, not included below	S
Vehicle Repair, Service, and Body Work Establishments, not included below	S
Convenience Store, with fuel pumps	S
Parts and Accessories Store, without installation	P
Parts and Accessories Store, with installation	S
Vehicle Washing Establishment	S/C
Emissions Inspections Establishment	C
Vehicle Sales and Related Services Establishments	S/C
Industrial Uses	
Contractors Offices, not included below	
Carpet or Upholstery Cleaning Service Office	S
Landscaping Contractors Office	S

Ambulance or Medical Transport Company	S
Carpet or Upholstery Cleaning Service	S
Crematory, as a principal use	S
Stone Yard or Stone Cutting Establishment	S
Warehouse, Wholesale, and Distribution Facilities, not included below	
Self-Storage Facility, indoor climate controlled	S/C
Outdoor Sales, Storage and Display Uses	
Outdoor Sales and Storage of Goods, not included below	S/C
Public or Private Parking Garage or Lot, standalone	P
Outdoor Display of Goods, retail	C

Grassing and paving required.

All driveways and parking areas on commercial lots shall be paved with concrete and all areas not paved shall be suitably grassed or landscaped including all banks and slopes to a degree sufficient to effectively prevent erosion or siltation and sedimentation in runoff waters. All banks and slopes are to be grassed or stabilized immediately upon completion of grading.

Buffer zones established.

A buffer strip at least 50 feet wide is required where said business district abuts an industrial district. Where it abuts a residential district, the buffer strip shall be at least 75 feet wide. Buffers shall be planted to meet the requirements of Berkeley Lake Code of Ordinances.

Please contact Gary Volino with questions or comments.

Gary Volino



Gary D. Volino

RESOLUTION OF THE CITY OF BERKELEY LAKE, GEORGIA
AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT

WHEREAS, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

WHEREAS, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

WHEREAS, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

WHEREAS, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

WHEREAS, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

WHEREAS, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

WHEREAS, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

WHEREAS, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

WHEREAS, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

WHEREAS, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

WHEREAS, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

WHEREAS, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BERKELEY LAKE, that:

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this ____ day of _____, 2026.

CITY OF _____, GEORGIA ATTEST:

Mayor

City Clerk

May 12, 2026

Honorable Mayor and Council
City of Berkeley Lake
4040 S Berkeley Lake Road
Berkeley Lake, Georgia 30096

Re: 2026 LMIG Paving Project
Our Reference No. 261290

Dear Mayor and Council Members:

We have reviewed the bids received at City Hall on April 21, 2026 at 2:00 PM local time for construction of the referenced project. Six bids were received. The following is a summary of the three (3) lowest responsive bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Garrett Paving Company, Inc. 1195 Winterville Road Athens, GA 30605	\$556,372.99
2.	Georgia Paving, a Sunland Company 3625 Buford Highway Duluth, GA 30096	\$576,212.66
3.	East Coast Grading, Inc. 1111 Commerce Drive Madison, GA 30650	\$586,830.00

A certified tabulation of the bid received is attached. A copy of the tabulation has been sent to the bidders for their information.

Garrett Paving Company, Inc. submitted a bid bond in the amount of 5% from a surety company listed on the U. S. Treasury Circular 570 (07/01/25).

Keck & Wood has worked with Garrett Paving, Inc. previously on similar projects and believe they are capable of satisfactorily completing the work included in this project.

Keck & Wood, Inc., therefore, recommends award to Garrett Paving Company, Inc. in the amount of \$556,372.99 for completion of the 2026 LMIG Paving Project.

Western Surety Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,
KECK & WOOD, INC.



Adam Shelton, P.E.

Enclosure

Item No.	Item Description	Quantity	Unit	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				Garrett Paving Company, Inc. 1195 Winterville Road Athens, GA 30605	Georgia Paving, a Sunland Company 3625 Buford Highway Duluth, GA 30096	East Coast Grading, Inc. 1111 Commerce Drive Madison, GA 30650	ShepCo Paving 4080 McInnis Ferry Rd. Suite 203 Alpharetta, GA 30005	Summit Construction & Development LLC 6991 Peachtree Industrial Blvd, Suite 700 Peachtree Corners, GA 30092	Blount Construction Company, Inc. 1730 Sands Place Marietta, GA 30067						
	SECTION 1														
150-1000	MOBILIZATION	1	LS	\$6,255.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$25,000.00	\$25,000.00	\$25,282.83	\$25,282.83	\$25,282.83
402-1812	TRAFFIC CONTROL RECYCLED ASPH CONC. PATCHING, MINIMUM 4", INCL. BITUMINOUS MATL & H LIME, INCL. TACK COAT	1	LS	\$13,976.24	\$14,623.66	\$14,623.66	\$25,000.00	\$25,000.00	\$42,650.00	\$42,650.00	\$53,001.00	\$53,001.00	\$46,998.40	\$46,998.40	\$46,998.40
402-3103	RECYCLED ASPH CONC., 9.5mm SUPERPAVE, TP 2, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL. TACK COAT, 1.25"	165	TN	\$142.00	\$153.07	\$25,256.55	\$165.00	\$277,225.00	\$283.55	\$46,785.75	\$150.00	\$24,750.00	\$187.65	\$30,962.25	\$30,962.25
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL. BITUMINOUS MATL & H LIME, INCL. TACK COAT, 1"	1870	TN	\$118.00	\$133.32	\$249,308.40	\$128.00	\$239,360.00	\$113.05	\$211,403.50	\$120.00	\$224,400.00	\$120.81	\$225,914.70	\$225,914.70
432-0208	MILL ASPH CONC. P/AVT, 2.25"	1350	TN	\$125.00	\$144.66	\$195,291.00	\$140.00	\$189,000.00	\$124.43	\$167,980.50	\$140.00	\$189,000.00	\$140.87	\$190,174.50	\$190,174.50
653-1704	THERMO SOLID TRAF STRIPE, 24 IN, WHITE	27000	SY	\$3.86	\$2.43	\$65,610.00	\$3.00	\$81,000.00	\$3.97	\$107,190.00	\$2.50	\$67,500.00	\$3.52	\$95,040.00	\$95,040.00
653-1804	4" CONC SIDEWALK, REMOVE AND REPLACE	260	LF	\$8.25	\$17.58	\$4,570.80	\$10.00	\$2,600.00	\$6.16	\$1,601.60	\$8.25	\$2,145.00	\$12.75	\$3,315.00	\$3,315.00
	RAISED P/AVT MARKER, BLUE	105	LF	\$2.75	\$3.47	\$1,414.35	\$7.00	\$735.00	\$6.16	\$646.80	\$2.75	\$288.75	\$3.06	\$321.30	\$321.30
	BASE BID TOTAL:	980	SF	\$16.35	\$12.73	\$12,475.40	\$12.00	\$11,760.00	\$14.28	\$13,994.40	\$12.00	\$11,760.00	\$9.43	\$9,241.40	\$9,241.40
		25	EA	\$25.00	\$6.50	\$162.50	\$6.00	\$150.00	\$6.16	\$154.00	\$25.00	\$625.00	\$30.00	\$750.00	\$750.00
				\$556,372.99	\$576,212.66	\$576,212.66	\$886,830.00	\$886,830.00	\$593,906.55	\$598,469.75	\$598,469.75	\$598,469.75	\$628,000.38	\$628,000.38	\$628,000.38
				5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
				(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)	(1)(2)
				12956	19898	2EA607	2EA607	25H480	25H480	25U355	25U355	25U355	28L590	28L590	28L590

NOTES:
 (1) SURETY COMPANY LISTED ON U.S. TREASURY CIRCULAR 570 (7/1/25).
 (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME STATED ABOVE. BIDS WERE READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

Alan Dunton
 KECK & WOOD, INC.

4/24/26
 DATE

**AN ORDINANCE OF THE CITY OF BERKELEY LAKE TO ESTABLISH
A NON-EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN BERKELEY LAKE, GEORGIA, AND GOOGLE
FIBER GEORGIA, LLC
FOR THE INSTALLATION OF NETWORK FACILITIES IN
THE CITY PUBLIC RIGHT-OF-WAY**

This Franchise Agreement ("**Agreement**") is by and between the City of, Berkeley Lake Georgia, a municipal corporation of the State of Georgia ("**City**"), and Google Fiber Georgia, LLC, a Georgia limited liability company and its subsidiaries, successors, or assigns ("**Franchisee**").

RECITALS

- A. City has jurisdiction and control over the use of certain public rights-of-way in City, which includes any public street, road, highway, alley, lane, court, boulevard, or other similar public right-of-way, including related facilities such as medians, parkways, sidewalks, public way, public place or rights-of-way, now laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, under the jurisdiction of City dedicated to public vehicular or pedestrian transportation or utility uses ("**Public ROW**").
- B. Franchisee desires, and City desires to permit Franchisee, to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City ("**Customers**").
- C. The Network may consist of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities ("**Network Facilities**").

AGREEMENT

In consideration of the mutual promises made below, City and Franchisee agree as follows:

1. Permission to Encroach and Occupy.

- 1.1. Permission to Encroach on and Occupy Public ROW. Upon the occurrence of the events set forth herein and subject to the conditions set forth in this Agreement, City grants Franchisee permission to encroach on and occupy the Public ROW (the "**Franchise**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary, removing the FTTP Network and the related Network Facilities (the "**Work**") in order to offer Services to residents and businesses in City. This Agreement and the Franchise do not authorize Franchisee to use any City or other public property other than the Public ROW as defined herein. Franchisee's use of any other City or other public property, including without limitation poles and conduits, buildings, parks, grounds, lots, and parcels, will be governed under one or more separate agreements regarding those properties*.

- 1.2. Subject to State and Local Law. This Agreement and the Franchise are subject to

Broadband Franchise Agreement Between [TBD], GA and Google Fiber Georgia, LLC | 1

[10440104v1+0440+04v4](#)

City's valid authority under State and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. Franchisee shall at all times comply with the city's code of ordinances ("City Code"), as may be amended from time-to-time.

- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW, including, but not limited to, constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Franchisee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
- 1.6. Non-Exclusive. This Franchise is not exclusive. City expressly reserves the right to grant franchises, permits, privileges or other rights, if necessary under applicable law, to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a municipality to use Public ROW for purposes similar to or different from those allowed Franchisee under this Agreement.
- 1.7. No Waiver of Police Power. Neither this Agreement nor the Franchise shall be construed to waive or otherwise restrict the City's lawful exercise of its police power.

2. Franchisee's Obligations.

- 2.1. Individual Permits Required. Franchisee will obtain City's prior approval of required individual encroachment, construction, and other necessary permits as may be required by state law or City Code before placing, replacing, repairing, or altering its Network Facilities in the Public ROW. Franchisee will provide to City any information lawfully required by City. Franchisee will pay all lawful processing, field marking, engineering, and inspection fees before City issues individual permits.
- 2.2. Franchisee's Sole Cost and Expense. Franchisee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Franchisee will comply with all applicable laws and regulations, including the City Code, when performing the Work.
- 2.4. Undergrounding. Franchisee will install or relocate its FTTP Network underground in those areas and portions of City where all transmission and distribution facilities of the public utilities providing electric and communications services are required by City Code, ordinance, or regulation to be placed underground. In those areas where any third-party electricity or communications transmission or distribution facilities

remain above ground, Franchisee may install or keep and retain its Network Facilities above ground until such third-party facilities are required to be moved underground.

- 2.5. Reasonable Care. Franchisee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Franchisee shall comply with all applicable building, electric and other safety codes.
- 2.6. Non-Interference. Franchisee will place its Network Facilities in conformance with the permits, plans, and drawings approved by City. Franchisee will not place its Network Facilities where they will interfere with gas, electric, communications, water, sewer or other utility facilities or with vehicular or pedestrian traffic or sight lines.
- 2.7. No Nuisance. Franchisee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.8. Repair. Franchisee will promptly, and within any times frames required by City Code or permitting requirements, repair any damage to the Public ROW, City property, or private property if such damage is caused by Franchisee's Work unless another Person is primarily responsible for the damage (e.g., where a Person other than Franchisee fails to accurately or timely locate its underground facilities as required by State law). Franchisee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, or as otherwise required by the City Code. [If no time is set forth in Code or permitting requirements, such repairs shall be complete within 30 days or written notice to Franchisee of the damage.](#)
- 2.9. Identification of Network Facilities. Franchisee will identify its Network Facilities using an identification method mutually agreed upon by the parties, or as established by standard industry practices and reasonably directed by City if the parties cannot mutually agree on an identification method. For underground facilities, the identification will be detectable without opening the street or sidewalk.
- 2.10. Cooperation in Joint Trench Opportunities. Franchisee will cooperate with City in identifying ways to minimize the amount of construction in the Public ROW through joint trenching, sharing duct banks, and cost sharing with City and third parties undertaking similar construction projects involving the installation of underground communications facilities. Franchisee's cooperation obligation is subject to any such proposed joint trenching, duct sharing, and cost sharing opportunities being sufficiently compatible with Franchisee's plans, as reasonably determined by the Franchisee. Without limiting the foregoing, (i) the cooperation opportunity would not be deemed sufficiently compatible with Franchisee's plan where the opportunity involves different areas of the Public ROW than Franchisee has permission to occupy under this Agreement, or would unreasonably delay or otherwise hinder Franchisee's construction plans, and (ii) Franchisee is not obligated to cooperate if Franchisee enters into a commercial cooperation agreement reasonably satisfactory to the Franchisee with respect to such joint trenching or other cooperation with City or the third-party, as applicable. Franchisee will make good faith efforts to enter into any such commercial cooperation agreement in connection with fulfilling the foregoing cooperation obligation.
- 2.11. As-Built Drawings and Maps. Franchisee will maintain accurate as-built drawings and

maps of its Network Facilities located in City and will provide them to City upon request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete).

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Franchisee. City will, however, make best efforts to provide prior notice to Franchisee before making an emergency removal or relocation. In any event, City will promptly provide to Franchisee a written description of any emergency removals or relocations of Franchisee's Network Facilities. Franchisee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the cause of which was Franchisee's construction, installation, operation, maintenance, repair, or removal of its Network Facilities.
- 3.2. Removal of Abandoned Network Facilities. If Franchisee abandons any portions of its Network Facilities ("**Abandoned Network Facilities**"), Franchisee will notify City and will either remove the facilities at its own expense within a commercially reasonable period of time or may abandon some or all of the Abandoned Network Facilities in place if such facilities are underground or otherwise authorized to be abandoned in place by City Code or permit. Abandoned Network Facilities do not include Network Facilities intended for emergency use, redundant Network Facilities, or Network Facilities intended to meet future demand or capacity needs.
- 3.3. Relocation to Accommodate Governmental or Public Purposes. If Franchisee's then-existing Network Facilities would interfere with City's or other governmental entity's planned use of the Public ROW or other City property for a lawful governmental or other public purpose, such as, by way of example but not limitation, the construction of a new water or sewer line or the widening, straightening, or relocation of a public road or the construction of any public or civic improvement project, Franchisee will, upon written notice from City, relocate its Network Facilities at Franchisee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties. Franchisee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Franchisee to relocate or remove its Network Facilities with less than 180 days' notice, unless otherwise mutually agreed upon by the parties or necessitated by public safety or similarly exigent circumstances.
- 3.4. Relocation to Accommodate Third Parties. If Franchisee's then-existing Network Facilities would interfere with a third-party's planned commercial use of the Public ROW, the third party will be required to bear the cost of relocating Franchisee's existing Network Facilities. Unless otherwise required by law, Franchisee shall not be required to permanently relocate its facilities to accommodate a third party if doing so would materially and adversely affect Franchisee's ability to provide Services.
- 3.5. Non-Discrimination. To the extent permitted by and consistent with applicable law, the City will not unreasonably discriminate between Franchisee and other similarly situated non-incumbent facilities-based broadband internet access service providers

Commented [TM1]: Even if some other governmental entity needs to use the right of way, the notice will come from the City.

with respect to its management of their use of the Public ROW.

- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Franchisee will, after the removal or relocation of the Network Facilities, at its own cost (except to the extent subject to reimbursement pursuant to Section 3.4 hereof), repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by the City Code or permitting requirements. Before proceeding with removal or relocation work, Franchisee will apply for and obtain a street encroachment permit from the City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Franchisee may retain contractors and subcontractors to perform the Work on Franchisee's behalf. Such contractors and subcontractors shall, at all times, comply with the terms of this Agreement and the City Code, and Franchisee shall at all times be responsible for the work of its contractors or subcontractors relating to the construction, maintenance or operation of the FTTP Network or the Network Facilities and for its contractors' or subcontractors' compliance or failure to comply with this Agreement or the City Code.
- 4.2. Contractors to be Licensed. Franchisee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Franchisee's contractors and subcontractors may submit individual permit applications to City on Franchisee's behalf, so long as the permit applications are signed by individuals that Franchisee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A ("Authorized Individuals")**. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Franchisee under this Agreement.

5. Franchise Fee. Franchisee will pay City a fee ("**Franchise Fee**") which will compensate City for Franchisee's use and occupancy of Public ROW pursuant to the Franchise. Franchisee and City acknowledge and agree that the Franchise Fee provides fair and reasonable compensation for Franchisee's use and occupancy of Public ROW as authorized. The Franchise Fee will begin accruing on the Effective Date and be calculated as follows:

- 5.1. Franchise Fee. Franchisee will pay City a Franchise Fee equal to two percent (2%) of Gross Revenues for a calendar quarter, remitted within 45 days of the end of each calendar quarter, commencing on the Effective Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by the City to determine the accuracy of the payment.

- 5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) derived by Franchisee from the provision of Broadband Services using the **FTTP** Network. Gross Revenues will include all consideration paid to Franchisee or its direct parent's subsidiaries, solely to the extent any such entity offers Broadband Services

that are provided through Network Facilities located at least in part in Public ROW. Gross Revenues include but are not limited to:

- (i) all fees charged to end-user customers for Broadband Services provided through Network Facilities located at least in part in Public ROW; and
- (ii) any fee or cost imposed on Franchisee by this Agreement, whether or not Franchisee chooses to separately itemize the fee or cost on its bills to end-user customers (including without limitation the Franchise Fee set forth in this Agreement).

5.1.2. For the purposes of this section, Gross Revenues does not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to end-user customers, or City;
- (iii) revenue derived from the sale of Services for resale in which the purchaser is required to collect and remit similar fees to the City;
- (iv) revenue derived from the provision of Services to end-user customers where none of the Network Facilities, or any other facilities of Franchisee or any affiliate, that are used to provide such Services are located in Public ROW;
- (v) any forgone revenue from Franchisee's provision of Services to customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from rental of modems, or other equipment used to provide or facilitate the provision of the Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Franchisee may make available to its customers;
- (ix) any tax of general applicability imposed upon Franchisee's end-user customers (but not on Franchisee) by City or by any state, federal, or any other governmental entity, and required to be collected by Franchisee and remitted to the taxing entity (such as sales and use taxes and utility users taxes); the license fee imposed by Section 5.1.1 (ii) is not excluded from the calculation of Gross revenues;
- (x) any forgone revenue from Franchisee's provision, in Franchisee's discretion, of free or reduced cost Services to any Person, including without limitation employees of Franchisee; provided, however, that any forgone revenue which Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and

(xi) sales of capital assets or sales of surplus equipment that is not used by the purchaser to receive Services from Franchisee.

- 5.2. Fee Itemization. Provided it does so in an accurate and non-misleading manner, Franchisee may itemize, as a separate line item on the regular bill of any subscriber whose Broadband Services are provided by Network Facilities located at least in part in Public ROW, the portion of the price of the Services that is attributable to Franchisee's recovery of revenues sufficient to pay the Franchise Fee. Franchisee shall not identify that portion as a tax.
- 5.3. Audit. City may examine the business records of Franchisee in accordance with applicable law to monitor and ensure Franchisee's compliance with this Section 5, during reasonable times and following no less than thirty (30) days' prior written notice. Franchisee will keep all business records reflecting its gross revenues for at least three (3) years. City may, in the event of a dispute concerning compensation under this Section 5, bring an action in any court of competent jurisdiction.
- 5.4. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within 30 days from the specified due date will be assessed interest at a rate of one (1) percent per month.
- 5.5. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in local, state, or federal law applicable to the City and this Agreement that (i) prohibits collection by any right-of-way franchising authority of any franchise fee from all providers of Services, or (ii) reduces the percentage of revenue on which the franchise fee paid by all providers of Services is based to a percentage that is lower than the revenue percentage set forth in Section 5.1 hereof, then Franchisee will have no obligation to pay the Franchise Fee, or to pay the Franchisee Fee based on such reduced revenue percentage, as the case may be. In the case of a reduction in the percentage of revenue on which a franchisee fee may be based, the revenue percentage will be commensurately reduced.
- 5.6. Fee Excludes Costs and Taxes. The Franchise Fee required by this Section shall be exclusive of, and in addition to, (a) any costs incurred by, or any cost reimbursement requirement imposed on, Franchisee to comply with this Agreement, and (b) any other tax, fee, or assessment lawfully imposed on Franchisee by the City or any other governmental entity.

6. Indemnification.

- 6.1. Obligations. Franchisee will defend and indemnify City, its officers, elected representatives, employees and agents from any claims and liabilities (including reasonable attorneys' fees and court costs) related to any third-party claim for property damage, personal injury, or death caused by negligence, recklessness, or intentional wrongful conduct of Franchisee or its contractors or subcontractors arising from the construction, operation, maintenance or repair of the FTTP Network or Network Facilities, or Franchisee's exercise or enjoyment of the rights granted by this Agreement or the Franchise ("Claims"); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by City's employees that are covered under applicable workers' compensation laws.

6.2. **Notice of Claims.** City will give prompt written notice to Franchisee of any Claim or threatened Claim no later than thirty (30) calendar days after City receives written notice of the action, suit, or proceeding. City's failure to give the required notice will not relieve Franchisee from its obligation to indemnify City unless, and only to the extent, that Franchisee is materially prejudiced by such failure.

6.3. **Defense.** Franchisee will have the right at any time, by notice to City, to participate in or assume control of, the defense of the Claim with counsel of its choice, which counsel must be reasonably acceptable to City. City agrees to cooperate fully with Franchisee and City will have the right to participate in the defense at its own expense. If Franchisee does not assume control or otherwise participate in the defense of any Claim, Franchisee will be bound by the results obtained by City with respect to the Claim. If Franchisee assumes the defense of a Claim, then in no event will Franchisee cause the City to admit to any liability with respect to, or settle, compromise or discharge, any Claim against the City without the City's prior written consent.

7. **Limitation of Liability.** EXCEPT FOR FRANCHISEE'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 6 HEREOF, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE STATE LAW.

8. **Performance Bond.** If Franchisee has not previously provided City with a performance bond under any prior agreement, Franchisee will, promptly after the Effective Date, provide City with a performance bond in the amount of Ten Thousand dollars (\$10,000), naming City as obligee and guaranteeing Franchisee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Franchisee's election, any performance bond previously provided by Franchisee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.

Commented [2]: Should be determined on a case by case basis for each City based on what city requires of other users of the ROW, past history and scope of work to be performed.

9. **Insurance.**

9.1. **Required Coverage.** Franchisee will carry and maintain the following insurance:

9.1.1. Commercial General Liability (CGL), with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage, and \$5,000,000 umbrella coverage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation with policy limits not less than the City's requirements.

9.2. **Proof of Insurance.** All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative at the following address:

[City of Berkeley Lake](#)

[4040 S. Berkeley Lake Road NW](#)
[Berkeley Lake, GA 30096](#)[TBD]
Attn: [City Administrator \(currently Leigh Threadgill\)](#)

With a copy to:

[TBD]

10. **Effective Date and Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("Effective Date"). The Franchise will expire automatically on the fifteenth (15th) anniversary of the Effective Date, unless earlier terminated in accordance with the provisions herein. Thereafter, the Franchise will automatically renew for successive 5-year terms (each a "**Renewal Term**") unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.
11. **Termination.**
 - 11.1. **Termination by City.**
 - 11.1.1. City may terminate this Agreement if Franchisee is in material breach of the Agreement, provided that City must first provide Franchisee written notice of the breach and an opportunity to cure. No termination under this paragraph will be effective until one hundred and twenty (120) days after Franchisee's receipt of notice from City of any material breach.
 - 11.2. **Termination by Franchisee.** Franchisee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.
12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, or directly or indirectly through equity sale or merger, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assignee shall assume all obligations or liabilities of the assigning party under the Agreement, whether arising before or after the effective date of the transfer or assignment. If the assignee agrees in writing to this assumption, then the assigning party will be released from all of its rights and obligations upon such assignment.
 - 12.1. Notwithstanding the foregoing, and subject to the conditions set forth in Section 12.2 below, Franchisee may at any time, on written notice to City, assign this Agreement and/or any or all of its rights and obligations under this Agreement:
 - 12.1.1. to any Affiliate (as defined below) of Franchisee;
 - 12.1.2. to any successor in interest of Franchisee's business operations in City connection with any merger, acquisition, or similar transaction if Franchisee reasonably determines after appropriate investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
 - 12.1.3. to any purchaser of all or substantially all of Franchisee's Network Facilities

in City if Franchisee reasonably determines after appropriate investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

- 12.2. In the case of any assignment under Section 12.1, the Affiliate, successor or purchaser shall submit to the City within 45 days of consummation of the transaction (a) its address, principal place of business and contact information, and (b) an affirmative declaration that it accepts the terms of this Agreement and **will** assume all obligations or liabilities of the Franchisee under the Agreement, whether arising before or after the effective date of the transfer, assignment or purchase, and that it will comply with all applicable federal, state and City laws and regulations regarding the placement and maintenance of facilities in the Public ROW.

Following any assignment of this Agreement to an Affiliate, Franchisee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (i) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Franchisee; and (ii) "control" will mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. **Notice.** All notices related to this Agreement will be in writing and sent, if to Franchisee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by [statutory overnight courier delivery](#) (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Franchisee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

14. **General Provisions.** This Agreement is governed by the laws of the State of Georgia. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Franchisee may use electronic signatures.

[Signature page follows]

Google Fiber Contract No. _____

Signed by authorized representatives of the parties on the dates written below.

FRANCHISEE:
GOOGLE FIBER GEORGIA, LLC

CITY:
[TBD] BERKELEY LAKE, GEORGIA

(Authorized Signature)

(Authorized Signature)

(Name)

(Name)

(Title)

Mayor

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:
[City of Berkeley Lake](#)
[4040 S. Berkeley Lake Road NW](#)
[Berkeley Lake, GA 30096](#)[TBD]

Date: _____

Date: _____

Google Fiber Contract No. _____

**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[FRANCHISEE LETTERHEAD]

[Date]

Via Email ([Email Address])

City of [Placeholder]

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section ___ of the Franchise Agreement dated _____ between the [TBD] GA and Google Fiber Georgia, LLC ("Google Fiber"), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. [If *applicable*: This letter amends and supersedes the Letter of Authorization dated _____.]

{Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.}

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Name, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Georgia, LLC

RESOLUTION 2026-02

**STATE OF GEORGIA
COUNTY OF GWINNETT**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BERKELEY LAKE
TO FACILITATE STUDY AND IMPROVEMENT OF THE LAND USE ORDINANCES
AND DEVELOPMENT REGULATIONS GOVERNING DEVELOPMENT IN THE CITY
AND ADOPTION OF A UNIFIED DEVELOPMENT CODE FOR THE CITY**

WHEREAS, the Mayor and Council of the City of Berkeley Lake are in the process of reviewing and possibly modifying the Zoning Ordinance, and other land use ordinances and other development regulations for the City of Berkeley Lake; and

WHEREAS, development in the City will impact the economic wellbeing and public health, as well as the safety and welfare of the citizens; and

WHEREAS, development pressures have resulted in the need to evaluate the City's policies, and the regulations and standards applicable to land use; and

WHEREAS, the City is considering the policies, regulations and standards governing development and land use to encourage quality growth and development in Berkeley Lake; and

WHEREAS, the Mayor and Council are considering the experiences and challenges of other counties and municipalities that are experiencing the challenges of growth and development; and

WHEREAS, the City desires to consider recent developments in the law and in practice in the regulation of land use in light of the policies, regulations and standards as they may be modified by the adoption of a new Unified Development Ordinance; and

WHEREAS, the City is in the process of developing and approving a new Unified Development Ordinance; and

WHEREAS, the Mayor and Council deem it in the best interest of the citizens of the City of Berkeley that no requests or applications for annexation, changes of conditions on prior approvals,

conditional uses, waivers, amendments to the Zoning Map or requests or applications for rezoning property in the City shall be accepted by the City while the City studies the experiences, challenges and recent developments and revises its Zoning Ordinance or other development regulations; and

WHEREAS, the Mayor and Council believe that completing this process will require a minimum of six months;

NOW, THEREFORE, the Mayor and Council of the City of Berkeley Lake do hereby resolve that the City shall continue to consider revisions to land use ordinances and other development regulations impacting land use in the City and the drafting and adoption of a Unified Development Ordinance;

AND FURTHER that the City shall not accept any application or requests for annexation, changes to conditions on prior approvals, conditional uses, waivers, amendments to the Zoning Map or requests for zoning or rezoning of any property in the City from the date of execution of this Resolution through and including November 20, 2026, or the date upon which the City lifts this moratorium, whichever first occurs.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2026.

Lois Salter, Mayor

ATTESTED BY:

Leigh Threadgill, City Clerk

Approved as to form:

Thomas M. Mitchell, City Attorney