



AGENDA
SPECIAL CALLED COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
MARCH 15, 2022

7:00 PM Work Session | 8:00 PM Formal Session

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

WORK SESSION

CALL TO ORDER

AGENDA

CONSENT AGENDA

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

OLD BUSINESS

NEW BUSINESS

- a) ROW Parking Exemption Request – 604 Hilltop Lane
- b) O-22-242, Amendment to Section 78-366 and 78-367 of the Zoning Ordinance regarding variance expiration
- c) O-22-243, Proposed 2021 Budget Amendment
- d) Public Works: Stormwater Complaint Investigation – 0 Peachtree Industrial Blvd.
- e) Finance: Intergovernmental Agreement with Gwinnett County for Tax Collection Services

EXECUTIVE SESSION *(if needed)*

CITIZEN COMMENTS

ADJOURNMENT



**COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
FEBRUARY 17, 2022**

ATTENDANCE

Mayor: Lois Salter

Council Members: Rodney Hammond, Scott Lee, Chip McDaniel

City Officials: Leigh Threadgill - City Administrator

Richard Carothers – City Attorney

Members of the Public: 2

Members of the Press: 0

WORK SESSION

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

CALL TO ORDER

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

AGENDA

Salter solicited motions regarding the agenda.

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

CONSENT AGENDA

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

- a) Minutes of January 20, 2022, Council Meeting

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

OLD BUSINESS

- a) Planning & Zoning Commission By-Laws Amendment, Chair to Vote

Threadgill: At their November 9, 2021, meeting, the Planning & Zoning Commission recommended approval of a change to their by-laws to enable the chair to vote. As currently written, the chair is only authorized to vote in two cases: to ensure quorum or to break a tie vote. Under the proposed change, the conditions under which the chair can vote would be removed.

Lee made a motion to change the by-laws as requested by the Planning & Zoning Commission. McDaniel seconded the motion. All were in favor and the motion passed.

NEW BUSINESS

- a) Gary Volino – 380 Lakeshore Drive, Stormwater Concern

Gary Volino, 380 Lakeshore Drive, was recognized and it was noted that he had kindly presented materials that were diligently studied by the city council. He was asked to provide any new information and answer any questions from the council.

Volino noted that he maybe hasn't been as involved as some of the council members and that they may have more information on this issue than he does, but his observation over the last 6 months is that there is a considerable amount of runoff, where it comes from and how it gets there is up for a lot of debate, that goes to the pond across the street from his home. Eventually it makes its way to Berkeley Lake. Ryerson is supposed fix something, but he is here to ask why we are waiting for Ryerson to fix something. This has been going on for multiple years and, from what he's heard, their fix will probably make the problem worse because right now the pipe is clogged. All the bottles and trash are stacked up on the side of the Ryerson property. Once opened it will bring a lot of debris and silt into the pond. He asked if the City of Berkeley Lake wanted to get involved in looking at the city's property area and figuring out what needs to be done there. No more wait and see. Do we want to get somebody in there that knows about erosion to determine the status, is it causing a problem? Is it not a problem? Let's get to the brass tacks of this thing.

McDaniel asked what Volino sees to be the city's involvement in what is going to happen with the pipe. Volino stated that he doesn't think they're going to do anything with the pipe, so it's not getting involved with the pipe. That was under the guise that the county will eventually do something, but they haven't done anything in many years. Now that the city owns the property that all the water is going into, we can do something about it. We don't have to mess with their pipe. Their pipe is dumping into city land and now we can take control of that water.

Hammond stated that he isn't clear specifically what is being asked of the city taxpayers to do different than we already are doing. Volino stated that what he is asking is for somebody that knows about erosion control to walk the property and identify the problem. If we need to, to hire someone, and he noted he didn't think it would be an expensive project, to look at the problem and determine if something can be done to stop the mud pit that is moving into the pond. You can watch it. When it rains, it's a massive swampy area that naturally is going to push dirt and debris into the pond. It might be as simple as putting up a silt fence along the pond. It might not be as big an issue as sitting here waiting for someone to do something the last couple of years. The specific ask is to get someone that knows about erosion control to look at the area and make a determination of whether we can do something about the problem or not.

McDaniel noted that until the problems are fixed on the other side of the road, we don't know what the problems are on our side. As stated, there may be debris and other things that are coming through the pipe after they fix the problems. He agreed with the benefit of analysis but would hate to jump the gun and make a fix now that turns out to not be the right fix once these other problems are corrected. He acknowledged it's probably not a bad idea to get some advice.

Volino asked Faye Harwell how long this has been going on. Harwell noted that it has been about 6 years. Volino stated it's been festering for six years and, to put this issue to a little bit of rest, asked if we could just get someone's opinion about Gwinnett County fixing the pipe causing water to coming rushing through or if they don't fix it here are recommendations of what to do. This is not a huge ask or bringing in a lot of equipment. To fix it correctly would probably require a significant amount of work. McDaniel noted that at least now we own the property where we can do the work. Volino agreed that the difference between now and six years ago is that the city owns the property now.

Lee noted that he and Bob Smith had walked the property on the other side of Peachtree Industrial Boulevard along Turman Road. He walked to the pond on the far side, and it appeared to have several feet of clear standing water so that he could see the bottom. It was trickling through the pipe under Peachtree Industrial Boulevard. It appears that the pond on the far side is having a positive impact because it is filtering and blocking a tremendous amount of solids. What is being pointed out in the materials you have provided is discoloration. There is a difference between sedimentation, turbidity, discoloration and silt. Water will be discolored during a rain event. Whether it's carrying significant solids depends on what it's flowing across. The city bought the property on Peachtree Industrial Boulevard to prevent it from being developed but not necessarily to add any infrastructure. It's almost preferable if they don't do anything with the pipe under Peachtree Industrial Boulevard because doing so would just increase the flow of water. The majority of erosion is happening further up toward the railroad, you can see the red clay next to the waterfall, which is

something Ryerson needs to resolve and it is on the Peachtree Corners side of Peachtree Industrial Boulevard. Right now the pond on the far side of Peachtree Industrial Boulevard is working and retaining the vast majority of solids. There doesn't appear to be any erosion or land disturbance on the property that we just purchased. It looks natural. It was more of a defensive purchase so that it doesn't get developed.

Volino noted that the water from the Ryerson property comes through as a slow trickle. The Ryerson property pond is helping, but once the water gets to the city-owned property it's not channeled anywhere. Instead, it's slowly moving a lot of that silt which is why nothing can grow. McDaniel noted that the slow-moving water won't move nearly as much silt as the fast-moving water would. Volino responded that it won't move as much but it is moving as Harwell will attest. The mud coming is coming from that area. You can watch it. As it starts to rain, the silt is coming from that location. Harwell agreed. You see a lot of discoloration coming in from there, but with that discoloration it means it is picking up mud and debris and moving it into the pond.

McDaniel stated that there are two streams that enter the pond and asked what percentage of water comes from the pipe under Peachtree Industrial Boulevard versus the water that comes from the greenspace. Harwell stated that 60%-70% comes from Duluth when it's a heavy rain, but it's always clear. The water from the Ryerson area is a smaller percentage but if the county fixes the buried pipe, it will allow a lot of mud, debris, silt and stormwater to come through. She went on to say that we don't know in depth what Gwinnett County's plans are for that area, which causes concern.

Volino stated that Duluth built a retention pond with silt fences and rocks and the water coming from that side is clear. It's basically street runoff. There are a couple of other drain points, which he hasn't seen flow. But the water spreads out and makes a big swampy area on the city-owned property. He suggested that maybe even planting plants would solve the problem. The loose soil is so loose that it eventually is going to the pond. Even if there were plants to hold back that soil would make sense. He wants someone who as an expert to look at the situation to see what if anything needs to be done and put this to bed, whether there is an issue now and the impact of opening the pipe, but he isn't looking for a big solution. He noted that he thought that would require Gwinnett County.

Volino asked about next steps. Salter noted that she and Threadgill had met with Harwell this past week with some clarifying questions and are looking for answers to those questions. Harwell stated that she was going to be meeting with the other interested parties tomorrow at 9AM to provide answers to those questions. Salter stated that the next step is getting that input so that we can determine what we need to do to help.

Salter asked Faye Harwell if she had anything to add. Harwell stated that there are a lot of problems with the Ryerson property, but Peachtree Corners is only enforcing the Turman Road problem. We don't have enough information from Peachtree Corners or Gwinnett County to know what we can do. She concurred that we need someone who understands erosion, a civil engineer or some other similar expert, to look at the situation and advise us.

PUBLIC COMMENTS

There were none.

ADJOURNMENT

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

Salter adjourned the meeting at 8:19 PM.

Submitted by:

Leigh Threadgill
City Clerk

City of Berkeley Lake

Budget vs. Actuals: 2021 Capital and Operating Budget - FY21 P&L

January - December 2021

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	1,138,889	1,008,469	130,420	113.00 %
230.33.2100 ARP Act 230.33.2100	400,884		400,884	
320 320 SPLOST Income	410,622	652,017	-241,395	63.00 %
Total Income	\$1,950,395	\$1,660,486	\$289,909	117.00 %
GROSS PROFIT	\$1,950,395	\$1,660,486	\$289,909	117.00 %
Expenses				
1 Gen Govt	399,037	480,926	-81,889	83.00 %
2 Judicial	1,740	9,190	-7,450	19.00 %
230 ARP Act Expenses 230	81,201		81,201	
3 Public Safety	117,034	135,833	-18,799	86.00 %
4 Public Works	99,916	152,392	-52,477	66.00 %
6 Culture and Recreation	10,585	20,580	-9,995	51.00 %
7 Housing and Development	132,859	169,934	-37,075	78.00 %
9000.61.1100 Xfer Out - Reserve Fund		39,614	-39,614	
SPLOST Expenses	124,791	652,017	-527,226	19.00 %
Total Expenses	\$967,162	\$1,660,486	\$ -693,324	58.00 %
NET OPERATING INCOME	\$983,233	\$0	\$983,233	0%
NET INCOME	\$983,233	\$0	\$983,233	0%

City of Berkeley Lake

Income & Expense

December 2021

	TOTAL
Income	
100 100 General	47,897.96
320 320 SPLOST Income	40,995.20
Total Income	\$88,893.16
GROSS PROFIT	\$88,893.16
Expenses	
1 Gen Govt	43,167.04
2 Judicial	175.00
3 Public Safety	13,484.78
4 Public Works	15,748.64
6 Culture and Recreation	1,340.10
7 Housing and Development	976.10
SPLOST Expenses	3,048.75
Total Expenses	\$77,940.41
NET OPERATING INCOME	\$10,952.75
NET INCOME	\$10,952.75

City of Berkeley Lake

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
General Fund	3,337,889.76
SPLOST Fund	581,737.92
Total Bank Accounts	\$3,919,627.68
Accounts Receivable	
Accounts Rec 1.11.1900.1	16,998.03
Total Accounts Receivable	\$16,998.03
Other Current Assets	
Accounts Rec - SPLOST 1.11.2000	40,944.56
Franchise Tax Rec 1.11.1550	134,834.35
Prepaid Expense 1.11.3600	5,149.76
Prepaid items 1.11.3800	7,673.00
Taxes Receivable 1.11.1600	14,834.36
Undeposited Funds 1.11.1114	1,299.75
Total Other Current Assets	\$204,735.78
Total Current Assets	\$4,141,361.49
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
TOTAL ASSETS	\$15,545,121.67
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	27,977.20
Total Accounts Payable	\$27,977.20
Other Current Liabilities	
Accrued Expenses 1.12.1150	1,092.72
Accrued Salaries 1.12.1200	15,450.95
Deferred revenue 1.12.2500	14,657.54
Direct Deposit Payable	-0.01
Payroll Liabilities	1,161.31
PTO Accrual	6,796.35
Regulatory Fees Payable	11,920.40
Total Other Current Liabilities	\$51,079.26
Total Current Liabilities	\$79,056.46

City of Berkeley Lake

Balance Sheet

As of December 31, 2021

	TOTAL
Total Liabilities	\$79,056.46
Equity	
Fund Bal Unrsvd 1.13.4220	3,018,207.15
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	12,097.91
Restricted4CapitalProj 1.13.4155	901,420.43
Retained Earnings 1.13.3000	-724,834.19
Net Income	983,233.02
Total Equity	\$15,466,065.21
TOTAL LIABILITIES AND EQUITY	\$15,545,121.67

Received 2/14/2022

LCAT

REQUEST FOR EXEMPTION TO CITY ORDINANCE 74-3
RIGHT-OF-WAY PARKING



4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GA 30096
PH: 770-368-9484
www.berkeley-lake.com

Name (print): George Brown

Address for which exemption is requested: 604 Hilltop Lane

Phone Number: 404 993 5904 E-mail: George.w.brown@gmail.com

Signature: George Brown by Dora Elaine Brown McDowell Date: 2/9/2022

Reason for requested exemption (Please include all relevant information such as special conditions of the property, age or infirmity of the homeowner and any other concern(s) that may be useful in evaluating the request.):

POA
My dad, George Brown, is 93 years old and has a full-time live-in care taker. She parks on the street because the garage is full of furniture from Dad's move from his retirement home, plus the driveway is hard to navigate. We will work towards clearing out the garage in the coming months, and then we can see if the caregiver's car will fit in the carport. Can we exempt for 1 year - until Jan 2023? *

What specifically are you requesting to park on the city right-of-way (ex: one car)? Note: Trailers, boats or unregistered vehicles shall not be parked on the city right-of-way overnight even with an exemption.

one car for caregiver.

FOR CITY USE ONLY	
_____ Exemption granted until (date) _____	(another request must be made and granted by this date or the exemption ceases)
_____ Exemption denied	
Date of Council's Decision: _____	

* I live @ 614 Lakeshore Drive.

Thank you -
Elaine McDowell

COUNCIL MEETING – MARCH 15, 2022 – NEW BUSINESS, ITEM A

Request for Right-of-Way Parking Exemption at 604 Hilltop Lane

Requested Action: George Brown requests an exemption from the overnight parking restriction to allow his caretaker to park on the street.

History: In 2015 a request was considered from the prior resident, Debra Shores. Mayor and Council at the time denied that request due to the impact of on-street parking on emergency vehicle access. City staff at that time prepared the following findings and recommendation which current staff deems to continue to be applicable:

Staff findings: *The residence on this property dates to 1960 and was substantially enlarged and remodeled in 1990, including a variance to construct the two-car garage at a distance of 24 ½ feet from the edge of the roadway. A ROW parking exemption was granted in 2009 for a 1-year period based on the steepness of the driveway and the addition of a third driver in the household.*

Hilltop Lane is a short, dead-end street with no turn-around. There is no existing parking pad in front of the residence at 604 although there is a graveled area within the right-of-way on the opposite side directly across from the driveway (see Figure 1). There are steps leading from this area to the house at 590. The right-of-way shoulder on either side of the driveway at 604 is landscaped. (See Photo A) The area to the right of the driveway is not long enough to accommodate a vehicle and the grass strip to the left has only about 6 feet of width which is not sufficiently wide enough to allow a vehicle to clear the roadway. (See Photo B) Parking on the unpaved shoulder would soon result in erosion of the grassed area. The pavement section of Hilltop Lane is 22 feet wide in front of this property. Any parking location that overhangs the pavement by more than 2 feet will reduce the usable pavement width below the minimum needed for emergency access to homes at the end of the street.

Recommendation: *Because parking even partially on the roadway could obstruct safe access to other homes for emergency vehicles, the staff recommends that, should an exemption be granted, it be conditioned to require that any vehicle be clear of the roadway.*

Figure 1

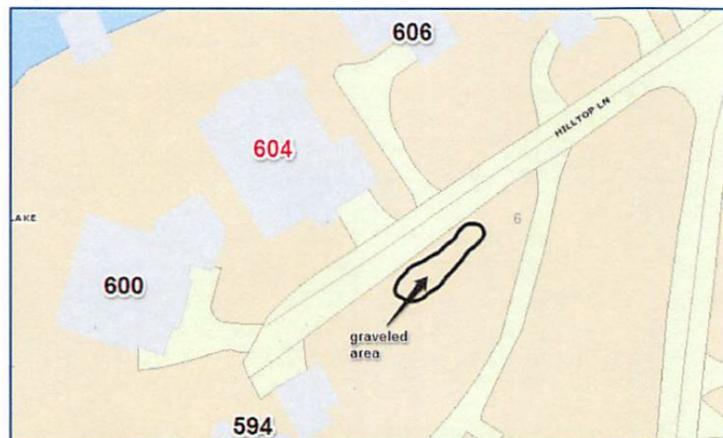


Photo A



Photo B



2022 Photos from Google Earth





ORDINANCE NO. O-22-242

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE XV, SECTIONS 366 AND 367 OF THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO CREATE A NEW CATEGORY OF ADMINISTRATIVE VARIANCES FOR EXPIRING OR RECENTLY EXPIRED VARIANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Section 1. It is hereby ordained by the governing authority of the City of Berkeley Lake that Chapter 78, Article XV, of the Code of the City of Berkeley Lake be AMENDED by deleting Sections 78-366 and 78-367. and substituting new Sections 78-366 and 78-367 to read as follows:

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

(a) *Applications for variances.*

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

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

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

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

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

Sec. 78-367. - Administrative variance.

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

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

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

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

Section 4. This ordinance shall be effective upon adoption.

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

LOIS D. SALTER
Mayor

ATTEST:

LEIGH THREADGILL
City Clerk

1st Reading: March 15, 2022

2nd Reading: April 21, 2022

Council Adoption: April 21, 2022

ORDINANCE

AN ORDINANCE TO AMEND THE BUDGET FOR THE YEAR 2021; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Be it ordained by the Mayor and the City Council of the City of Berkeley Lake that the 2021 Budget shall be appropriated as follows:

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

All ordinances and parts of ordinances in conflict herewith are repealed to the extent of any such conflict. This ordinance shall be effective upon adoption by the Council of the City of Berkeley Lake. So ordained, this _____ day of _____, 2022.

ATTEST:

Lois D. Salter, Mayor

Leigh Threadgill, City Clerk

First Read: March 15, 2022
Second Read/Hearing: April 21, 2022
Adoption: May 19, 2022



February 28, 2022

Mrs. Leigh Threadgill
City Administrator
City of Berkeley Lake, Georgia
Sent via email: leigh.threadgill@berkeleylake.com

Re: Proposal for Professional Services
City of Berkeley Lake – PIB Property Erosion and Sediment Control Investigation

Dear Mrs. Threadgill:

Keck & Wood, Inc. (“K+W”) appreciates this opportunity of presenting a proposal to provide professional services to the City of Berkeley Lake (“City”) to investigate erosion and sediment control issues reported by citizens at the City-owned property on Peachtree Industrial Boulevard. Consideration of our firm for this assignment is most appreciated.

Scope of Services: K+W will provide the following scope of services:

1. Conduct a site visit to investigate the reported issues at the City-owned property.
2. Investigate upstream stormwater infrastructure for other potential causes of sediment runoff to the City-owned property.
3. Provide a memo to the City with our findings and preliminary recommendations.

Project Delivery Schedule

The Engineer will begin work immediately upon authorization from the City. We expect it could take up to two (2) weeks to complete the assignment.

Fee Schedule

Compensation for work performed shall be according to the Engineer’s Hourly Rates in the on-call agreement with the City, not to exceed \$1,400.00. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on the actual work performed for the Project through the invoice period.

If you have any questions or would like additional information, don’t hesitate to contact me at 678-417-4025. We thank you for this opportunity and look forward to working with the City on this project.

Sincerely,
KECK & WOOD, INC.

Adam Shelton, P.E.
Associate Vice President

Accepted by City of Berkeley Lake, GA

By: _____

Title: _____

Date: _____

STATE OF GEORGIA

COUNTY OF GWINNETT

AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This Agreement is made this _____ day of March, 2022 by and between the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia (hereinafter the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter the "County"), each of which has been duly authorized to enter into this Agreement.

WITNESSETH :

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, the Tax Commissioner bills, processes, receives and collects ad valorem taxes levied on property existing in the County; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia and the provisions of O.C.G.A. § 48-5-359.1, the County may contract with the City for the purpose of billing, processing, receiving and collecting ad valorem taxes levied by and on behalf of the City; and,

WHEREAS, it is in the best interests of the Parties, in order to provide the taxpayers and citizens of the County and the City with more efficient governmental services, that this Agreement be entered into; and,

WHEREAS, pursuant to the laws and Constitution of the State of Georgia, any agreement between the County and a municipality for the billing and collection of ad valorem taxes shall specify an amount to be paid by the municipality to the County as compensation for such ad valorem tax billing and collection services, which amount shall

substantially approximate the actual cost of such services to the County; and,

WHEREAS, as payment for said ad valorem tax billing and collection services, the County shall be compensated by the City in an amount which substantially approximates the actual cost to the County of providing said services; and,

WHEREAS, the Parties desire to enter into this Agreement for such services according to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, it is now agreed between the Parties as follows:

1.

Effective for the 2022 tax year, the Gwinnett County Tax Commissioner shall bill all ad valorem taxes including real property and personal property within the City for and on behalf of the City.

- a. Ad valorem tax billings shall consist of a line item identified as taxes imposed by the City on the County's tax bills, and such taxes shall be collected utilizing the County's due date(s). The Tax Commissioner shall disburse taxes to the City on a weekly basis in the amount of the City taxes collected during the prior week.
- b. The Tax Commissioner shall be responsible for collection of the City's taxes in such manner as the Tax Commissioner is permitted by law to collect taxes, including the assessment of penalties and interest in the same manner as other taxes, to issue refunds, as well as any and all remedies permitted for collection of municipal taxes, including, but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the Bankruptcy Courts. For the

purposes of this Agreement, the Tax Commissioner shall be appointed as the duly authorized agent of the City to conduct tax sales for taxes due the City.

- c. The Tax Commissioner is authorized to waive, in whole or in part, any penalty or interest due the taxing authorities for which taxes are collected, when the Tax Commissioner determines that the default giving rise to the penalty or interest was due to reasonable cause and not due to gross or willful neglect or disregard of the law or of regulations or instructions issued pursuant to the law. The Tax Commissioner shall not be authorized to waive penalties or interest arising from the failure of the taxpayer to comply with the terms, conditions or covenants required with respect to properties receiving any type of preferential assessment.
- d. The Tax Commissioner shall receive and administer homestead exemption applications for the City in the same manner as homestead exemption applications are received and administered for the County. As applicable, the City shall provide the Tax Commissioner with any updates to current homestead exemption values by April 1 of each year.
- e. The City shall provide the Tax Commissioner with its millage rate within the City, properly advertised, as well as all documentation required for ad valorem billing, before the date on which the Tax Commissioner submits the County's tax digest for review to the State Revenue Commissioner and according to the Tax Commissioner's Office notification to the City of its current billing schedule. In addition, the City shall comply with all requirements of the Taxpayer's Bill of Rights as codified at the Official

Code of Georgia Annotated Section 48-5-32.1. Specifically, the City shall take all actions necessary to meet its obligations pursuant to Subsection 48-5-32.1(e) by timely submitting its millage rate in order to facilitate a review of the County's digest. In the event that the City fails to submit its millage rate and documentation required for billing according to the terms set forth herein, the County and the Tax Commissioner shall be entitled to immediately consider this Agreement null and void, and neither the County nor the Tax Commissioner shall be obligated in any manner whatsoever to bill and collect ad valorem taxes for the City as set forth herein.

- f. In the event that any special tax district or other ad valorem tax levy is created or instituted by the City, the County, or the State of Georgia during the term of this Agreement, for the benefit of the City or any other governmental entity or governmental authority, the ad valorem tax so levied shall be calculated and included on the tax bills otherwise provided for herein.
- g. As compensation for the ad valorem tax billing and collection services provided pursuant to this Agreement, the City agrees that the County shall be entitled to compensation in an amount equal to one dollar and eighty cents (\$1.80) per parcel on all such collections by the Tax Commissioner on behalf of the City. The County's tax bills which include billing and collection services for Berkeley Lake shall include information regarding the one dollar and eighty cents (\$1.80) per parcel fee set forth in this subsection.
- h. The Parties agree the Tax Commissioner shall send an invoice to the City

for the amount due to the County under this Agreement and the City agrees to satisfy said invoice in full, through payment to the County, within thirty (30) days of receipt of such invoice. To the extent that the City fails to pay the amount invoiced by the County within thirty (30) days from the invoice date, the County shall be authorized to withhold funds from the City's weekly disbursement and direct those funds to the County until said invoice is satisfied.

2.

The invalidation of one or more of the provisions hereof shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect.

3.

It is understood by the parties that no employee, officer, or agent of either party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

4.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

5.

This Agreement shall be deemed to have been made and performed in Gwinnett County, Georgia. For purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the Courts of Gwinnett County, Georgia.

6.

This Contract shall be effective from June 1, 2022, or the date that Gwinnett County executes the Agreement, through December 31, 2025. The term of this

Agreement is further subject to the right of the City or the Board of Commissioners for the County, as stated herein, to notify all parties to the contract of its intent to terminate services in whole or in part provided by the Tax Commissioner for the City. Termination of any services and/or functions shall be made by written notice to all parties to the contract not less than three (3) months in advance of the effective date of such termination. Any termination of this contract shall provide that the termination be effective on December 31 of the year in which the termination is provided.

7.

- a. All modifications or amendments to this Agreement, if any, shall be in writing and shall be executed by the Parties in the same manner as this original Agreement.
- b. The Parties shall comply with all statutes, laws, ordinances, and regulations applicable to their respective obligations under the terms and conditions of this Agreement. This Agreement is made and entered into under the laws and Constitution of the State of Georgia, and the rights and obligations of the Parties shall be governed by and shall be construed according to the laws and Constitution of the State of Georgia.
- c. This Agreement constitutes the sole, entire and exclusive agreement between the Parties with respect to the matters discussed herein. No representation, promise, or inducement not included in the expressed terms and conditions of this Agreement shall be binding on any of the Parties.
- d. The Parties expressly acknowledge that this Agreement is made and

entered into voluntarily, that the Parties have had an opportunity to fully consider the terms and conditions herein, that they have been represented by and have taken counsel from their respective attorneys concerning the terms and conditions of this Agreement, that they have completely read and do understand the terms and conditions herein, and that they have made their respective decisions to enter into this Agreement freely, voluntarily, and in their best interest.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

City of Berkeley Lake, Georgia

Lois D. Salter
Mayor

ATTEST:

Leigh Threadgill
City Administrator/Clerk, Berkeley Lake

APPROVED AS TO FORM:

Richard Carothers
Attorney, City of Berkeley Lake

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and sealed as follows:

Gwinnett County, Georgia

Nicole L. Hendrickson
Chairwoman, Gwinnett County
Board of Commissioners

ATTEST:

Diane Kemp
Clerk, Gwinnett County
Board of Commissioners

APPROVED AS TO FORM:

Michael P. Ludwiczak
County Attorney