



AGENDA
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
OCTOBER 20, 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 August 18, 2022, Council Meeting
- b) Financial Statements of July 2022 – Unaudited
- c) Financial Statement of August 2022 - Unaudited
- d) Civic Plus Contract – Ordinance Supplementation Subscription (Formerly Municode)
- e) ARPA Stormwater Project Easement – 670 Lakeshore Drive
- f) P&Z Commission – Appointment to fill unexpired term of Bob Erwin
- g) Appointment of Deputy City Marshal

OLD BUSINESS

NEW BUSINESS

- a) O-22-244 – Proposed 2023 Budget

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
AUGUST 18, 2022

ATTENDANCE

Mayor: Lois Salter

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

City Officials: Leigh Threadgill - City Administrator

Dick 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 8:04PM. A quorum of council members was in attendance.

AGENDA

Salter solicited motions regarding the agenda.

Smith made a motion to accept the agenda as submitted. McDaniel 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 July 13, 2022, Council Meeting
- b) Financial Statements of June 2022 – Unaudited

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

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

- a) Public Works: Contract Award for ARPA Stormwater Project

Threadgill: The ARPA Stormwater Improvements Project encompasses various drainage improvements that were identified through inspections or citizen complaints. The project was put out to bid in accordance with state law. Bids were opened on August 9, 2022. You have before you the City Engineer's recommendation letter and the bid tabulation. The City Engineer recommends awarding the bid to Construction 57, Inc. with a bid of \$161,896. He further recommends that the Council authorize a contingency of 15%, for a total approved expenditure of \$186,180.

McDaniel made a motion to authorize the Mayor to enter into a contract for ARPA Stormwater Improvements with Construction 57, Inc. in the amount of \$161,896 subject to approval as to form by the City Attorney and to further authorize a 15% contingency for a total expenditure of \$186,180. Lee seconded the motion. All remaining council members were in favor and the motion passed.

PUBLIC COMMENTS

Nabilah Islam, 44 Braves Ave. Lawrenceville, GA 30043, thanked the Mayor and City Council for the opportunity to speak tonight. She is the democratic nominee for Senate District 7 and is going around the district to talk to voters and representatives. She is running for a new senate seat that was just drawn in 2021 and hopes to be the first state senator for this community. The district comprises Peachtree Corners, Norcross, Suwanee, Lawrenceville Duluth and Berkeley Lake. She was born in Gwinnett after her parents immigrated here from Bangladesh. She grew up in Norcross and Lawrenceville and graduated from Gwinnett County public schools. This district is her home. She is an organizer, community advocate, small business owner and knocked on 34,000 doors to get out the vote in Gwinnett County. She is running because of the urgency of this moment in which we have to protect our voting rights fully fund our schools, protect our reproductive rights, and expand health care in Georgia. If you want more information go to nabilahislam.com

EXECUTIVE SESSION

McDaniel moved to enter executive session. Lee seconded the motion. All were in favor and council entered executive session at 8:09 PM.

ADJOURNMENT

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

Salter adjourned the meeting at 8:40 PM.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

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

January - July, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	746,780.30	1,435,684.00	-688,903.70	52.02 %
230.33.2100 ARP Act 230.33.2100	400,884.00	319,464.00	81,420.00	125.49 %
320 320 SPLOST Income	260,413.91	982,208.00	-721,794.09	26.51 %
Total Income	\$1,408,078.21	\$2,737,356.00	\$ -1,329,277.79	51.44 %
GROSS PROFIT	\$1,408,078.21	\$2,737,356.00	\$ -1,329,277.79	51.44 %
Expenses				
1 Gen Govt	259,638.50	546,565.00	-286,926.50	47.50 %
2 Judicial	1,372.48	9,190.00	-7,817.52	14.93 %
230 ARP Act Expenses 230	51,859.72	720,348.00	-668,488.28	7.20 %
3 Public Safety	65,291.96	141,819.00	-76,527.04	46.04 %
4 Public Works	53,788.65	149,869.00	-96,080.35	35.89 %
6 Culture and Recreation	9,367.91	20,580.00	-11,212.09	45.52 %
7 Housing and Development	18,638.44	119,100.00	-100,461.56	15.65 %
SPLOST Expenses	6,375.00	1,029,885.00	-1,023,510.00	0.62 %
Total Expenses	\$466,332.66	\$2,737,356.00	\$ -2,271,023.34	17.04 %
NET OPERATING INCOME	\$941,745.55	\$0.00	\$941,745.55	0.00%
NET INCOME	\$941,745.55	\$0.00	\$941,745.55	0.00%

City of Berkeley Lake

Income & Expense

July 2022

	TOTAL
Income	
100 100 General	421,913.58
230.33.2100 ARP Act 230.33.2100	400,884.00
320 320 SPLOST Income	39,298.65
Total Income	\$862,096.23
GROSS PROFIT	\$862,096.23
Expenses	
1 Gen Govt	30,143.92
230 ARP Act Expenses 230	14,885.00
3 Public Safety	8,062.49
4 Public Works	7,446.98
6 Culture and Recreation	1,398.58
7 Housing and Development	3,206.65
Total Expenses	\$65,143.62
NET OPERATING INCOME	\$796,952.61
NET INCOME	\$796,952.61

City of Berkeley Lake

Balance Sheet As of July 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	3,676,148.96
SPLOST Fund	803,352.78
Suspense 1.11.1000	0.00
Total Bank Accounts	\$4,479,501.74
Accounts Receivable	
Accounts Rec 1.11.1900.1	15,542.79
Total Accounts Receivable	\$15,542.79
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	78,088.61
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	78,750.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	1,491.76
Prepaid items 1.11.3800	3,749.67
Taxes Receivable 1.11.1600	392,470.81
Undeposited Funds 1.11.1114	10,817.63
Total Other Current Assets	\$565,368.48
Total Current Assets	\$5,060,413.01
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
Other Assets	
Accum amort - bond cost	0.00
Amt avail 4 debt svc 9.11.9100	0.00
Bond issuance cost	0.00
Loan Receivable - Facilities	0.00
Loan Receivable - Paving	0.00
To be prov 4 debt 1.11.7500	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$16,464,173.19
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	

City of Berkeley Lake

Balance Sheet As of July 31, 2022

	TOTAL
Accounts Payable	
Accounts Payable 1.12.1100	28,654.51
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$28,654.51
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	8,106.37
Direct Deposit Payable	-0.01
MyGov	-52.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	8,007.47
Regulatory Fees Payable	11,579.99
Retainage Payable	0.00
Total Other Current Liabilities	\$27,707.92
Total Current Liabilities	\$56,362.43
Long-Term Liabilities	
Gen Oblig Bond Payable 1.12.3000	0.00
GOB Payable - 2009 1.12.3000.2	0.00
GOB Payable - 2011 1.12.3000.3	0.00
GOB Payable - 2012 1.12.3000.4	0.00
SPLOST Loan Payable - Paving	0.00
SPLOST Loan Payable Facilities	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$56,362.43
Equity	
Fund Bal Unrsvd 1.13.4220	2,992,557.17
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	5,241.43
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,486,944.57
Retained Earnings 1.13.3000	-294,618.85

City of Berkeley Lake

Balance Sheet
As of July 31, 2022

	TOTAL
Net Income	941,745.55
Total Equity	\$16,407,810.76
TOTAL LIABILITIES AND EQUITY	\$16,464,173.19

City of Berkeley Lake

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

January - August, 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	786,325.64	1,435,684.00	-649,358.36	54.77 %
230.33.2100 ARP Act 230.33.2100	400,884.00	319,464.00	81,420.00	125.49 %
320 320 SPLOST Income	299,127.63	982,208.00	-683,080.37	30.45 %
Total Income	\$1,486,337.27	\$2,737,356.00	\$ -1,251,018.73	54.30 %
GROSS PROFIT	\$1,486,337.27	\$2,737,356.00	\$ -1,251,018.73	54.30 %
Expenses				
1 Gen Govt	287,421.33	546,565.00	-259,143.67	52.59 %
2 Judicial	1,372.48	9,190.00	-7,817.52	14.93 %
230 ARP Act Expenses 230	57,725.16	720,348.00	-662,622.84	8.01 %
3 Public Safety	71,940.10	141,819.00	-69,878.90	50.73 %
4 Public Works	59,098.03	149,869.00	-90,770.97	39.43 %
6 Culture and Recreation	10,968.01	20,580.00	-9,611.99	53.29 %
7 Housing and Development	19,415.09	119,100.00	-99,684.91	16.30 %
SPLOST Expenses	12,824.79	1,029,885.00	-1,017,060.21	1.25 %
Total Expenses	\$520,764.99	\$2,737,356.00	\$ -2,216,591.01	19.02 %
NET OPERATING INCOME	\$965,572.28	\$0.00	\$965,572.28	0.00%
NET INCOME	\$965,572.28	\$0.00	\$965,572.28	0.00%

City of Berkeley Lake

Income & Expense

August 2022

	TOTAL
Income	
100 100 General	39,545.34
320 320 SPLOST Income	38,713.72
Total Income	\$78,259.06
GROSS PROFIT	\$78,259.06
Expenses	
1 Gen Govt	27,782.83
230 ARP Act Expenses 230	5,865.44
3 Public Safety	6,213.14
4 Public Works	4,284.38
6 Culture and Recreation	1,340.10
7 Housing and Development	776.65
SPLOST Expenses	6,449.79
Total Expenses	\$52,712.33
NET OPERATING INCOME	\$25,546.73
NET INCOME	\$25,546.73

City of Berkeley Lake

Balance Sheet As of August 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	3,665,555.06
SPLOST Fund	837,214.72
Suspense 1.11.1000	0.00
Total Bank Accounts	\$4,502,769.78
Accounts Receivable	
Accounts Rec 1.11.1900.1	10,065.17
Total Accounts Receivable	\$10,065.17
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	77,385.39
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	90,000.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	1,491.76
Prepaid items 1.11.3800	3,749.67
Taxes Receivable 1.11.1600	392,430.86
Undeposited Funds 1.11.1114	155.00
Total Other Current Assets	\$565,212.68
Total Current Assets	\$5,078,047.63
Fixed Assets	
Building & Improvements 1.11.7400	1,770,036.08
Computer Equipment 1.11.6700	48,172.61
Furniture & Fixtures 8.11.7700	71,493.47
Land 8.11.7100	9,392,320.74
Machinery & Equipment 1.11.6500	121,737.28
Total Fixed Assets	\$11,403,760.18
Other Assets	
Accum amort - bond cost	0.00
Amt avail 4 debt svc 9.11.9100	0.00
Bond issuance cost	0.00
Loan Receivable - Facilities	0.00
Loan Receivable - Paving	0.00
To be prov 4 debt 1.11.7500	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$16,481,807.81
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	

City of Berkeley Lake

Balance Sheet As of August 31, 2022

	TOTAL
Accounts Payable	
Accounts Payable 1.12.1100	26,635.91
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$26,635.91
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	8,066.42
Direct Deposit Payable	-0.01
MyGov	-243.41
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	6,889.67
Regulatory Fees Payable	8,755.64
Retainage Payable	0.00
Total Other Current Liabilities	\$23,534.41
Total Current Liabilities	\$50,170.32
Long-Term Liabilities	
Gen Oblig Bond Payable 1.12.3000	0.00
GOB Payable - 2009 1.12.3000.2	0.00
GOB Payable - 2011 1.12.3000.3	0.00
GOB Payable - 2012 1.12.3000.4	0.00
SPLOST Loan Payable - Paving	0.00
SPLOST Loan Payable Facilities	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$50,170.32
Equity	
Fund Bal Unrsvd 1.13.4220	2,998,883.71
Investmt in fixedassets 1.13.4K	11,275,940.89
Reserve for prepaids 1.13.4125	5,241.43
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,503,886.07
Retained Earnings 1.13.3000	-317,886.89

City of Berkeley Lake

Balance Sheet
As of August 31, 2022

	TOTAL
Net Income	965,572.28
Total Equity	\$16,431,637.49
TOTAL LIABILITIES AND EQUITY	\$16,481,807.81



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29200-1

Date:

9/12/2022 10:37 AM

Expires On:

12/11/2022

Client:

Berkeley Lake GA - Code and Supp

Bill To:

Berkeley Lake GA - Code and Supp

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Susan Webb	x	swebb@civicplus.com		Net 30

QTY	DESCRIPTION	PRODUCT TYPE
1.00	Full-Service Supplementation Subscription	Renewable
1.00	Year 1 Annual Fee Discount	Renewable
1.00	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	Renewable
1.00	Printed Copies and Freight Included- 3 Copies	Renewable
1.00	Code in Folio	Renewable
Annual Recurring Supplement Services		1,441.00

1. This Statement of Work ("SOW") is between the Berkeley Lake Georgia ("Client") and Municode, LLC, a wholly owned subsidiary of CivicPlus, LLC (collectively, the "Service Provider"), and shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"). By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. At any time during the Term of this Agreement, Municode may assign its rights and obligations under this Agreement to CivicPlus, upon giving written notice to the Client. In the event of such assignment by Municode, CivicPlus shall be the sole performing party under this Agreement to the same extent as Municode prior to making such assignment.

3. This SOW shall remain in effect for an initial term ("Initial Term") starting at signing and running through the following Renewal Date (as defined below). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

4. If Client elects, by selecting the "Start at Signing" option below, the Initial Term's Annual Recurring Supplement Services will be invoiced upon the signing of this SOW and may be prorated to align with Client's Renewal Date. If Client elects, by selecting the "Start at Renewal Date" option below, the Initial Term's Annual Recurring Supplement Services

will be invoiced upon the Renewal Date and Client shall continue to be billed at their current per page rate and use terms set for the in the original supplements agreement between Client and Municode. The full Annual Recurring Supplement Services shall be invoiced each Renewal Date and shall be subject to a 5% annual increase each Renewal Term, starting on the second anniversary of the Renewal Date. Client will pay all invoices within 30 days of the date of such invoice. Additional services added throughout the Term will be pro-rated then added to the Annual Recurring Services fee.

5. If Client signs this SOW in 2022, Client will receive a 20% discount on the first twelve months of service.

6. Annual Recurring Supplement Services does NOT include:

- Additional copies, reprints, binders and tab orders;
- Documents that contain tables, graphics, unique formatting requirements, or any other form-based code requirements;
- Legal work, creation of fee schedules, gender neutral review/implementation, external linking;
- Codifying complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent). This work is subject to a one-time editorial conversion fee and an increase in the annual supplement rate and online hosting fee(s). Quote provided upon receipt of material;
- Codifying a newly adopted full Chapter/Title/Appendix. This may be subject to a one-time additional editorial fee and an increase in the annual supplement rate and online hosting fee(s). Material to be reviewed upon receipt;
- Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;
- The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent). Quotation upon request; and
- Online Code hosting and online features.

7. Client acknowledges that Service Provider may continually develop, alter, deliver, and provide to the Client ongoing innovation to the services, in the form of new features, functionality, and efficiencies. Accordingly, Service Provider reserves the right to modify the services from time to time. Any modifications or improvements to the services listed on the SOW will be provided to the Client at no additional charge. In the event that Service Provider creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay Service Provider the appropriate fee for the access to and use of the New Services.

8. Client agrees to provide all necessary and correct documentation, materials and communication in a timely manner as agreed upon by the Parties following execution of this SOW and acknowledges Service Provider shall not begin work under this SOW until all necessary documentation, materials and communication is received.

9. Client acknowledges Service Provider reserves the right to ship and close out any project if no feedback to the proofs is received within 45 days.

10. Client acknowledges Service Provider does not permanently retain prior versions of the Client's legal code or any other work product.

11. Additional services, including but not limited to additional labor required because of delays, errors or omissions on the part of Client, may be purchased upon mutual written agreement between the Parties.

12. Client acknowledges that Service Provider may provide legal analysis through codification, recodification or legal review services. Unless indicated otherwise, information sent via Internet email or through our websites cannot be

guaranteed to be confidential. Client further acknowledges that any legal analysis provided by Service Provider is provided to Client's legal counsel for their use and direction. However, Client agrees the services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Client's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-client relationship. Service Provider is not a law firm and may not perform services performed by an attorney, and the services contemplated herein do not constitute a substitute for the advice or services of an attorney.

13. The Parties agree that Section 15 of the MSA shall not apply to public interpretation of legal code or work product. Service Provider shall not be responsible for the legal sufficiency or copyright infringement of any material initially or subsequently published.

14. In the event Client wishes to increase its Supplement Updates frequency, Client agrees to pay an annual increase in an amount to be agreed upon between the parties, such amount to be prorated from the time of purchase to align with Client's Renewal Date. Client shall provide CivicPlus with written notice, email is sufficient, of its intent to acquire such services. Rush Supplement requests will be assessed an additional one-time fee.

15. The Annual Recurring Supplement Services fee quoted in this SOW is exclusive of Client's existing annual fees, which may include, without limitation, Online Hosting Annual Fees, OrdBank, OrdLink, MuniDocs, SLR Linking, or other annual fee ("Existing Annual Fees"). Client understands and agrees the Existing Annual Fees will be invoiced by CivicPlus in their current renewal month previously established with Municode unless specifically added to this SOW in a line item above.

CLIENT TO FILL OUT THE FOLLOWING SECTION. PLEASE DO NOT LEAVE BLANK:

Clients selected billing and renewal month: _____ (the “Renewal Date”). If this section is left empty, Client’s Renewal Date shall be the date of signing this SOW.

You must select ONE of the following options. If this section is left blank or both options are selected, the Annual Recurring Supplement Services will Start at Signing.

	Start at Signing – As set forth in Section 4 above, by selecting this option, Client agrees to start the Annual Recurring Supplement Services upon signing this SOW, such fee to be prorated to align with Clients selected Renewal Date. For the sake of clarity, Client will no longer be billed the per page rate upon signing.
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	Start at Renewal Date - As set forth in Section 4 above, by selecting this option, Client agrees to continue paying the per page rate previously agreed upon in the original supplements agreement with Municode until the first Renewal Date, as selected by Client above. Upon the first Renewal Date, Client will be invoiced the total Annual Recurring Supplement Services.
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Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Recording Stamp:

**PERMANENT DRAINAGE AND
MAINTENANCE EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022. By and between Karl Oroz (hereinafter referred to collectively as "Owner"), and the CITY OF BERKELEY LAKE, GEORGIA.

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

Mailing Address: 670 Lakeshore Drive
Berkeley Lake, GA 30096
Address: Tax Parcel: R6289 290
Land Lot(s): 289 _____, 6th District
Gwinnett County, City of Berkeley Lake, Georgia
Deed Book 60147 _____, page 227 _____,
Gwinnett County, Georgia Records.

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

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

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

1. The City of Berkeley Lake agrees to maintain the stormwater infrastructure located within the Stormwater Drainage Easement Area, as defined and delineated by the highlighted area on the attached Exhibit “A”, in a structurally sound condition so that it satisfies the stormwater management function to protect the public health, safety, and welfare. The City of Berkeley Lake, however, has no obligation to otherwise maintain portions of the stormwater drainage easement area that do not include the stormwater infrastructure, including, without limitation, driveways, landscaping, walls, patios, and fences.
2. The City of Berkeley Lake, or its agents, shall return all portions of the property affected by use of the Permanent easement to a condition reasonably comparable to the condition existing prior to the City of Berkeley Lake’s activity under the easement agreement.
3. During and throughout the term hereof, the Owner hereby agrees to provide prompt notice to the City of Berkeley Lake of any maintenance issues regarding the Stormwater Infrastructure.
4. The Owner hereby grants to the City of Berkeley Lake a permanent stormwater drainage

Recording Stamp:

easement over and under that certain portion of the Property identified as the Permanent Stormwater Drainage and Maintenance Easement Area for the purposes of inspection, maintenance, and improvements to the stormwater infrastructure.

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

For the City of Berkeley Lake:

For the Owner:

Recording Stamp:

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

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

OWNER(S):

Grantor

Notary Public
(Seal)

Grantor (Printed Name)

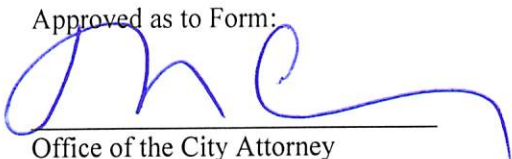
CITY OF BERKELEY LAKE:

CITY OF BERKELEY LAKE, GEORGIA

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:


Office of the City Attorney

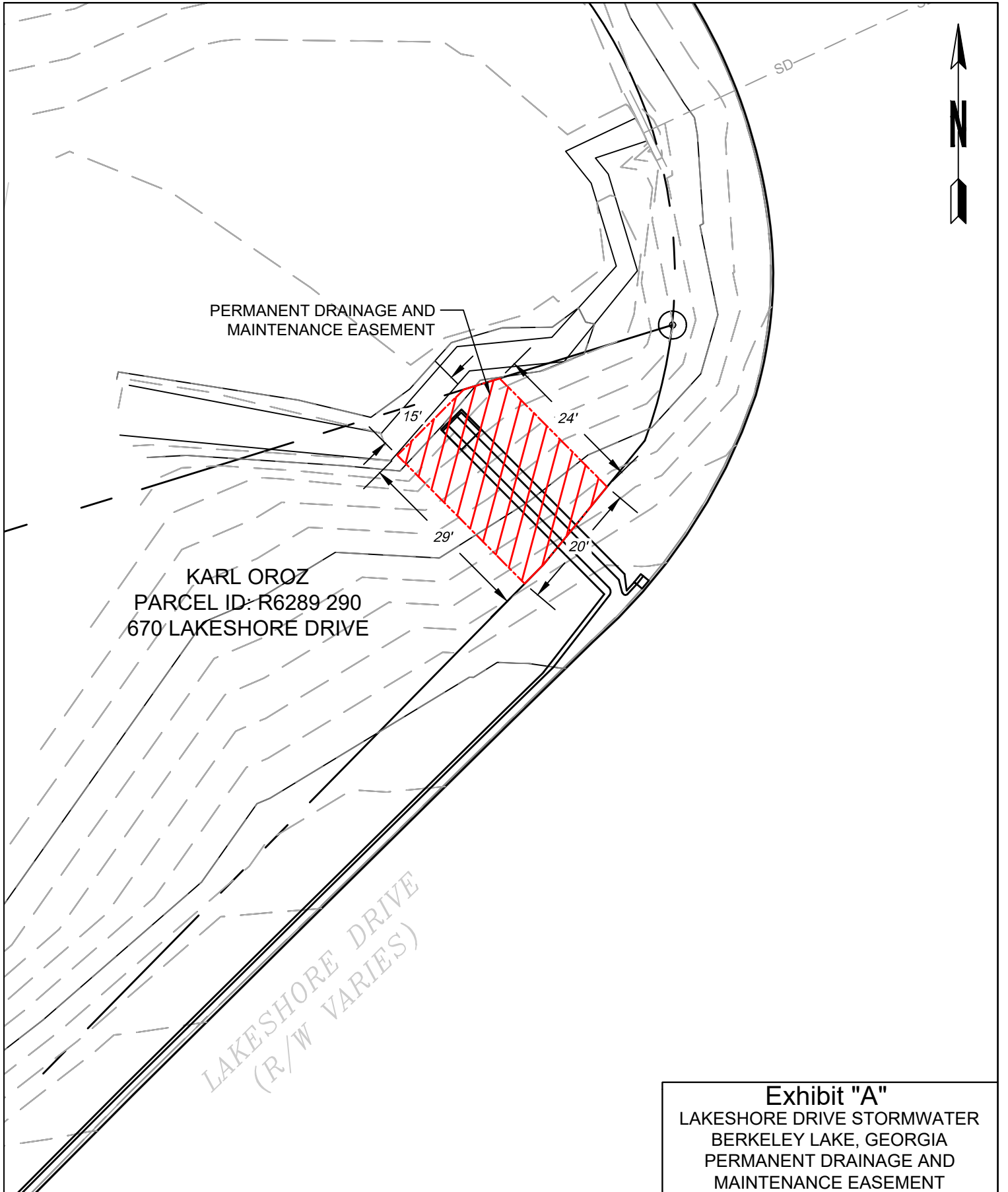


Exhibit "A"
LAKESHORE DRIVE STORMWATER
BERKELEY LAKE, GEORGIA
PERMANENT DRAINAGE AND
MAINTENANCE EASEMENT

KARL OROZ
 670 LAKESHORE DRIVE NW
 DATE: SEPTEMBER 16, 2022

KECK & WOOD, INC.
DULUTH, GEORGIA

PERMANENT DRAINAGE AND MAINTENANCE EASEMENT = ±550



PERMANENT DRAINAGE AND MAINTENANCE EASEMENT



SCALE: 1" = 20'

City of Berkeley Lake - 2023 Proposed Budget Highlights

Please be advised of the following items of note regarding the proposed 2023 budget:

General

The City Treasurer and the Citizen Finance Committee approved the proposed 2023 budget as presented.

Revenues

- 1) The proposed budget anticipates no increase in the real property tax millage rate for 2023 over the rollback rate for 2022.
- 2) *Title Ad Valorem Taxes* have been increased by \$15,000 or 22% due to 2022 pacing.
- 3) *Occupation Taxes* have been increased by \$3,725 or 11% due to an increase in employee numbers across Berkeley Lake businesses during 2022.
- 4) *Interest Revenues* have been increased by \$21,060 or 557% in the 2023 budget over the 2022 budget due to market trends.
- 5) *SPLOST Revenues* have been increased by \$49,346 or 12.5% due to 2022 pacing.
- 6) *American Rescue Plan Act (ARPA)* grant revenue represents the funds carried over from 2021 and the second tranche of funds disbursed in 2022 less money expected to be spent before the end of the year on the ARPA Stormwater Project. Monies must be obligated by December 31, 2024 and disbursed by December 31, 2026.

Expenses

- 1) A total of \$15,500 in *Contingency* funds has been distributed over most departments.
- 2) *General Fund* expenses overall will be increased by 6.5%. The increase is due to the following:
 - a. increased costs across multiple sectors - city hall janitorial service, accounting services, engineering services and landscaping services,
 - b. a 7% cost of living adjustment, and
 - c. two license plate reader software subscriptions.
- 3) The General Government line includes salaries for the City Administrator and Assistant to the City Administrator. However, the City Administrator acts as the planning director (Housing and Development line item) and public works director (Public Works line item), spending approximately 30% of her time on each. The Assistant to the City Manager is the court clerk and spends approximately 10% of her time on court related duties (Judicial line item). In addition, she supports code enforcement (Public Safety line item) and permitting (Housing and Development line item) with approximately 10% and 25% of her time respectively.

	2022 Budget	2022 Forecast	2023 Budget	2023 vs 2022 Budget
100 General	1,034,800	1,118,342	1,108,565	7.1%
100 Reserves	-	-	-	
230 ARPA	400,884	400,884	-	
230 Reserves	-	-	620,348	
320 SPLOST	396,240	443,900	445,586	12.5%
320 Reserves	585,968	-	1,003,507	71.3%
Total Revenue	2,417,892	1,963,126	3,178,006	31.4%
General Government	546,565	451,934	565,823	3.5%
Judicial	9,190	3,112	9,190	0.0%
Public Safety	141,819	110,016	170,031	19.9%
Public Works	149,869	116,073	158,643	5.9%
Culture & Recreation	20,580	19,217	22,462	9.1%
Housing & Development	119,100	27,204	125,101	5.0%
General Expenses	987,123	727,557	1,051,251	6.5%
SPLOST Public Works	586,333	1,625	1,013,370	72.8%
SPLOST Admin Facilities	321,448	4,629	344,474	7.2%
SPLOST Public Safety	74,427	8,038	91,249	22.6%
SPLOST Expenses	982,208	14,292	1,449,093	47.5%
ARPA Expenses	-	100,000	620,348	
Total Expenses	1,969,331	841,849	3,120,692	58.5%
Addition to General Reserves	47,677	390,786	57,315	20.2%
Addition to SPLOST Reserves	-	429,608	0	

ORDINANCE

AN ORDINANCE TO ESTABLISH A BUDGET FOR THE YEAR 2023; 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 2023 Budget shall be appropriated as follows:

<u>Revenues</u>	
General	1,108,565
American Rescue Plan Act	620,348
SPLOST	<u>1,449,093</u>
Total Revenues	\$3,178,006
<u>Expenditures</u>	
General Government	565,823
Judicial	9,190
Public Safety	170,031
Public Works	158,643
Culture & Recreation	22,462
Housing & Development	125,101
Additions to General Reserves	57,315
SPLOST – Public Works	1,013,370
SPLOST – Admin Facilities	344,474
SPLOST – Public Safety	91,249
American Rescue Plan Act	<u>620,348</u>
Total Expenditures	\$3,178,006

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 1st day of December 2022.

ATTEST:

Lois D. Salter, Mayor

Leigh Threadgill, City Clerk

First Read: October 20, 2022
Second Read/Hearing: November 17, 2022
Adoption: December 1, 2022