



AGENDA
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
JANUARY 16, 2025

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

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

WORK SESSION

CALL TO ORDER

AGENDA

PUBLIC HEARING

- a) Intent to Opt Out of Statewide Homestead Exemption
- b) O-24-255, Amendment to Sections 78-3, 78-300 and 78-301 of the Zoning Ordinance to clarify use provisions in the GC-A zoning district

CONSENT AGENDA

- a) Minutes of December 5, 2024, Council Meeting
- b) Minutes of December 11, 2024, Council Work Session
- c) Minutes of December 11, 2024, Council Meeting
- d) Financial Statements of November 2024 – Unaudited
- e) James Whitaker Audit Engagement Letter

OLD BUSINESS

- a) O-24-255, Amendment to Sections 78-3, 78-300 and 78-301 of the Zoning Ordinance to clarify use provisions in the GC-A zoning district

NEW BUSINESS

- a) Code of Conduct Affirmation
- b) Election of Mayor Pro Tem
- c) Mayoral Appointments
- d) Public Works - 2023 ARPA Stormwater Project – Project Closeout Change Order #2 Ratification
- e) R-25-1: Set general election qualifying dates and fees; appoint superintendent
- f) TSW Code Update Project Phase 3 Contract
- g) Keck & Wood Metro North Georgia Water Planning District Audit – Proposal for Services

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
DECEMBER 5, 2024

ATTENDANCE

Mayor: Lois Salter

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

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

Members of the Public: 6

Members of the Press: 0

CALL TO ORDER

Salter called the meeting to order at 6:30 PM. A quorum of council members was in attendance.

AGENDA

Salter solicited a motion regarding the agenda.

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

PUBLIC HEARING

Salter noted that there are no public hearings.

CONSENT AGENDA

Salter noted that there is no consent agenda tonight.

OLD BUSINESS

Salter noted that there is no old business.

NEW BUSINESS

a) R-24-04 – Resolution Instituting a Temporary Moratorium on Zoning Applications and Development Permits

Threadgill: The resolution tonight is to enact a moratorium on the acceptance or approval of applications for zoning or property development or acceptance or approval of any other development permits or zoning verifications. It will become effective immediately upon approval and expire at noon on January 17, 2025. The purpose of the moratorium is to allow adequate time for consideration of an ordinance change that has been prepared to further clarify use provisions in the GC-A zoning district. The ordinance amendment is scheduled to be considered by the Planning & Zoning Commission at a public hearing on December 10th. A first reading is scheduled for the December 11, 2024, city council meeting. A public hearing and second reading are scheduled for January 16, 2025 at which time it can be adopted if the council so chooses.

Spitler made a motion to approve R-24-04, a Temporary Moratorium on the acceptance or approval of applications for zoning or property development or the acceptance or approval of any other development permits or zoning verifications under the ordinances of the City of Berkeley Lake effective immediately and expiring at noon on January 17, 2025. Hammond seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

Tracey Coffey, 4660 Berkeley Walk Point, spoke in favor of the temporary moratorium.

There was no further comment.

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 6:39 PM.

Submitted by:

Leigh Threadgill, City Clerk



**SPECIAL CALLED COUNCIL WORK SESSION
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
DECEMBER 11, 2024**

ATTENDANCE

Mayor: Lois Salter

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

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

Members of the Public: 1

Members of the Press: 0

WORK SESSION

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

There was discussion regarding HB 581.

The work session was adjourned.

Submitted by:

Leigh Threadgill, City Clerk



**SPECIAL CALLED COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
DECEMBER 11, 2024**

ATTENDANCE

Mayor: Lois Salter

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

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

Members of the Public: 1

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.

Smith made a motion to accept the agenda as submitted. Hammond 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 November 21, 2024, Council Work Session
- b) Minutes of November 21, 2024, Council Meeting
- c) Financial Statements of October 2024 – Unaudited

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) O-24-254 – 2025 Proposed Budget

Threadgill: O-24-254 is the proposed budget for 2025. This measure as presented anticipates no increase in the real property tax millage rate for 2025 over the rollback rate for 2024. The measure is presented for adoption.

Spitler made a motion to adopt O-24-254, an ordinance to establish the budget for the year 2025, to repeal conflicting ordinances, to provide for an effective date and for other purposes. Smith seconded the motion. All were in favor and the motion passed.

NEW BUSINESS

a) O-24-255 (PZTA 24-09) – Text Amendment to Sections 78-3, 78-300 and 78-301 of the Zoning Ordinance regarding GC-A zoning requirements

Threadgill: The Gwinnett County-Annexed, or GC-A, district was established to provide continuity in zoning regulation to annexed properties so that the zoning rules governing the properties prior to annexation were carried forward and applied once the properties were annexed into the city. Over the years, however, Gwinnett County has revised their standards, but the standards frozen in place at the time of annexation have not been updated to be consistent with changes to the Gwinnett County standards. The proposed amendment before you tonight addresses convenience stores with or without fuel pumps, Hookah bars, Noxious manufacturing or industrial uses, and Vape/CBD shops. These uses either didn't exist or existed but were regulated differently by the 2011 Gwinnett County zoning regulations. Staff requests that you call for a public hearing on the amendment to be held on January 16, 2025.

Lee made a motion to place O-24-255, an ordinance to amend Sections 78-3, 78-300 and 78-301 of the zoning ordinance, to repeal conflicting ordinances and for other purposes on first read and to call for a public hearing on January 16, 2025. Spitler seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

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

Salter adjourned the meeting at 8:04 PM.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

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

January - November, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	1,429,868.19	1,577,235.00	-147,366.81	90.66 %
320 320 SPLOST Income	517,251.59	2,010,412.00	-1,493,160.41	25.73 %
Total Income	\$1,947,119.78	\$3,587,647.00	\$ -1,640,527.22	54.27 %
GROSS PROFIT	\$1,947,119.78	\$3,587,647.00	\$ -1,640,527.22	54.27 %
Expenses				
1 Gen Govt	374,163.48	587,424.00	-213,260.52	63.70 %
2 Judicial	9,113.68	9,190.00	-76.32	99.17 %
230 ARP Act Expenses 230	329,257.45	348,468.00	-19,210.55	94.49 %
3 Public Safety	127,360.62	169,923.00	-42,562.38	74.95 %
4 Public Works	183,360.89	160,542.00	22,818.89	114.21 %
6 Culture and Recreation	19,864.18	20,904.00	-1,039.82	95.03 %
7 Housing and Development	83,053.27	226,409.00	-143,355.73	36.68 %
9000.61.1100 Xfer Out - Reserve Fund		54,375.00	-54,375.00	
SPLOST Expenses	418,438.18	2,010,412.00	-1,591,973.82	20.81 %
Total Expenses	\$1,544,611.75	\$3,587,647.00	\$ -2,043,035.25	43.05 %
NET OPERATING INCOME	\$402,508.03	\$0.00	\$402,508.03	0.00%
NET INCOME	\$402,508.03	\$0.00	\$402,508.03	0.00%

City of Berkeley Lake

Income & Expense

November 2024

	TOTAL
Income	
100 100 General	110,245.08
320 320 SPLOST Income	76,366.12
Total Income	\$186,611.20
GROSS PROFIT	\$186,611.20
Expenses	
1 Gen Govt	30,369.91
2 Judicial	1,120.00
3 Public Safety	11,054.12
4 Public Works	4,359.40
6 Culture and Recreation	361.35
7 Housing and Development	14,450.31
SPLOST Expenses	5,350.00
Total Expenses	\$67,065.09
NET OPERATING INCOME	\$119,546.11
NET INCOME	\$119,546.11

City of Berkeley Lake

Balance Sheet

As of November 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	4,743,864.83
SPLOST Fund	1,525,534.27
Suspense 1.11.1000	0.00
Total Bank Accounts	\$6,269,399.10
Accounts Receivable	
Accounts Rec 1.11.1900.1	51,628.57
Total Accounts Receivable	\$51,628.57
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	86,074.98
AccountsRec-OtherTax1.11.1900.2	0.00
Franchise Tax Rec 1.11.1550	132,000.00
Interest Receivable 1.11.1400	0.00
Prepaid Expense 1.11.3600	3,842.06
Prepaid items 1.11.3800	4,251.00
Taxes Receivable 1.11.1600	34,019.07
Undeposited Funds 1.11.1114	2,450.00
Total Other Current Assets	\$262,637.11
Total Current Assets	\$6,583,664.78
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	\$18,038,713.92

City of Berkeley Lake

Balance Sheet

As of November 30, 2024

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	3,293.71
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$3,293.71
Credit Cards	
Anderson Credit Card (8186)	35.97
BOZEMAN, MARTY (0241)	0.00
Hiller Credit Card (4916)	17.99
Hunter Credit Card (0891)	190.30
Threadgill Credit Card (3322)	538.71
Wilhite Credit Card (1132)	0.00
Total Credit Cards	\$782.97
Other Current Liabilities	
*Sales Tax Payable	0.00
1.12.28 Bonds payable - current	0.00
Accounts Payable Accruals-L*	0.00
Accounts payable-L 1.12.1100.2	0.00
Accrued Expenses 1.12.1150	0.00
Accrued Interest Payable	0.00
Accrued Salaries 1.12.1200	0.00
Accrued SPLOST Expenses 2.12.1250	0.00
Deferred revenue 1.12.2500	11,881.77
Direct Deposit Payable	-0.01
MyGov	208.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	12,125.64
Regulatory Fees Payable	13,975.04
Retainage Payable	0.00
Total Other Current Liabilities	\$38,256.54
Total Current Liabilities	\$42,333.22

City of Berkeley Lake

Balance Sheet

As of November 30, 2024

	TOTAL
Long-Term Liabilities	
Gen Oblig Bond Payable1.12.3000	0.00
GOB Payable - 2009 1.12.3000.2	0.00
GOB Payable - 2011 1.12.3000.3	0.00
GOB Payable - 2012 1 12.3000.4	0.00
SPLOST Loan Payable - Paving	0.00
SPLOST Loan Payable Facilities	0.00
Total Long-Term Liabilities	\$0.00
Total Liabilities	\$42,333.22
Equity	
Fund Bal Unrsvd 1.13.4220	4,743,864.83
Investmt in fixedassets 1.13.4K	11,327,229.85
Opening Bal Equity	0.00
Reserve for prepaids 1.13.4125	8,093.06
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,525,534.27
Retained Earnings 1.13.3000	-10,849.34
Net Income	402,508.03
Total Equity	\$17,996,380.70
TOTAL LIABILITIES AND EQUITY	\$18,038,713.92

JAMES L. WHITAKER, P.C.

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Telephone: 678-205-4438
Fax: 678-205-4449

Member of
The American Institute of
Certified Public Accountants

Member of
Georgia Society of
Certified Public Accountants

December 30, 2024

To the Mayor, City Council and Management
City of Berkeley Lake, Georgia
4040 South Berkeley Lake Road
Berkeley Lake, Georgia 30096

We are pleased to confirm our understanding of the services we are to provide City of Berkeley Lake, Georgia for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major funds, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Berkeley Lake, Georgia as of and for the year ended December 31, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Berkeley Lake's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Berkeley Lake's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited.

1. Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies City of Berkeley Lake's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Individual fund financial statements and budgetary schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of Berkeley Lake, Georgia, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstance, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis of our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Berkeley Lake's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of City of Berkeley Lake, Georgia in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies or previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Berkeley Lake, Georgia; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for the engagement is the property of James L. Whitaker, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Georgia Department of Audits or its designee, a federal agency providing direct or indirect funding, or the U. S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of James L. Whitaker, P. C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The Audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Georgia Department of Audits. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James L. Whitaker is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately January 15, 2025 and to issue our reports no later than June 30, 2025.

Our fee for services will be at our standard hourly rates and is expected to range between \$16,000 and \$18,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoice for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until you account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of City of Berkeley Lake's financial statements. Our report will be addressed to Mayor, City Council and Management of City of Berkeley Lake, Georgia. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, and a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reason with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Berkeley Lake, Georgia is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of Berkeley Lake, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



James L. Whitaker, Managing Owner
James L. Whitaker, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Berkeley Lake, Georgia.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



Certified Public Accountants ♦ Management Consultants
Certified Forensic Accountants

Report on the Firm's System of Quality Control

November 16, 2022

To the Shareholder of James L. Whitaker, P.C.
and the Peer Review Committee of the Georgia Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James L. Whitaker, P.C. (the firm), in effect for the year ended June 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James L. Whitaker, P.C., in effect for the year ended June 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James L. Whitaker, P.C. has received a peer review rating of *pass*.

Clausell & Associates, P.C.

Clausell & Associates, P.C.

CITY OF BERKELEY LAKE, GEORGIA
NONATTEST SERVICES DISCLOSURE

FOR THE YEAR ENDING DECEMBER 31, 2024

In connection with our audit of the financial statements of the above referenced client, we have discussed with the client's management the importance of their acknowledgement of their responsibilities regarding any nonattest services we may perform during the audit. Nonattest services that we may perform during the audit include the following:

1. Preparation of the draft financial statements and related notes.
2. Preparation of the general ledger trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information in the organization's general ledger into a working trial balance.
3. Preparation of proposed journal entries necessary to convert your cash basis records or modified accrual records to the accrual basis of accounting. The journal entries will be prepared from information that you provide to us.
4. Preparation of the organizations depreciation schedule from the information you furnish to us such as additions, deletions, depreciation methods and asset lives.
5. Preparation of the organization state and federal information returns (form 990) or income tax returns, if applicable.
6. Preparation of the organization's "Report of Local Government Finances" as required by the Department of Community Affairs.
7. Preparation of the organization's "Solid Waste Report" as required by the State of Georgia, Environmental Protection Division.
8. Preparation of the annual impact fee report required by the State of Georgia.
9. Assistance with the preparation of the Data Collection Form and Schedule of Federal Expenditures as required with Single Audit Reports.
10. Assistance with the Introductory and Statistical Sections of the City's Comprehensive Annual Financial Reports.
11. Assistance with bank reconciliations.

Your responsibilities as they pertain to the above mentioned nonattest services that we may perform are as follow:

- A. To make all management decisions and perform all management functions.
- B. Designate an individual with suitable skill, knowledge, or experience to oversee any nonattest services, tax services, or other services we may provide.
- C. To evaluate the adequacy and results of the services performed.
- D. To take responsibility for the results of the services.
- E. Establish and maintain internal controls, including monitoring ongoing activities.

We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or performing management functions. We will advise management with regard to positions taken in the performance of or preparation of any of the above services, but management must make all decisions with regard to those matters.

ORDINANCE NO. 24-25~~3~~

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BERKELEY LAKE TO AMEND CHAPTER 78. "ZONING," ~~SECTIONS 78-3, DEFINITIONS, SECTIONS 78-300,~~ REGULATION OF LANDS IN THE GC-A ZONING DISTRICT, AND 78-301, DEVELOPMENT OF PROPERTIES IN THE GC-A ZONING DISTRICT, TO CLARIFY UNDERLYING ZONING STANDARDS APPLICABLE TO PROPERTIES WITHIN THE GWINNETT COUNTY – ANNEXED ZONING DISTRICT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

SECTION I.

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

a. Subsection 78-3 shall be amended by adding the following definitions:

Convenience store with or without fuel pumps. A facility that offers for sale, prepackaged food items and tangible consumer goods, primarily for self-service by the customer. This facility may be associated with the sale of gasoline products but does not include automotive service stations or vehicle repair shops.

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Hookah Bar or Lounge. An establishment wherein a single or multi-stemmed water pipe and/or any associated products, devices, and equipment are used to produce fumes, smoke, and/or vapors intended to be inhaled or exhaled, from the burning of any organic or synthetic material including, but not limited to plants, herbs, tobacco related objects, alternative nicotine products, vapor products, or shisha. The term applies to any establishment where such activity is a principal or accessory use.

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Noxious manufacturing or industrial uses. (1) A manufacturing or industrial activity that produces any of the following as products or by-products of the manufacturing process: caustic or corrosive acids, chlorine or other noxious gases, explosives, fertilizer or glue, products involving hair or fur; or (2) A manufacturing or industrial activity that involves any of the following: tanning or finishing of leather or other hides, except taxidermy, petroleum refining, rendering or refining of fats and oils, and wood preservation.

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Vape/CBD Shop. A commercial establishment which, as one of its principal business activities, offers for sale or rental of any alternative nicotine product, vapor product items, and/or hemp product items. A "principal business activity" exists where the commercial establishment meets any one ore more of the following criteria:

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(a) The establishment regularly offers for sale or rental of 1,000 said items; or

(b) At least 25 percent of the establishment's revenues derive from the sale or rental of said items; or

(c) The establishment maintains at least 25 percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or

(d) The establishment maintains at least 500 square feet of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items; or

(e) The establishment regularly makes said items available for sale or rental and holds itself out, in any medium, as an establishment that caters to customer interest in alternative nicotine products or vapor products.

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

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

Any properties zoned Gwinnett County-Annexed (GC-A) as shown on the official zoning map, unless otherwise specifically approved by the Berkeley Lake mayor and city council, shall be subject to the property-specific conditions of zoning or special use permit approval, or both, adopted by the Gwinnett County Board of Commissioners by resolution which applied to said properties at the time they were zoned, or the special use was permitted, in unincorporated Gwinnett County immediately prior to annexation. The official Gwinnett County zoning and special use permit files of properties so annexed shall become official files of the City of Berkeley Lake and shall be maintained by the city clerk, and said conditions of zoning or special use approval, or both, adopted by the Gwinnett County Board of Commissioners as adopted and applied by the City of Berkeley Lake, shall constitute the zoning regulations governing said properties. Further, any properties zoned Gwinnett County – Annexed (GC-A) as shown on the official zoning map shall be subject to those provisions of the zoning district of Gwinnett County's Zoning Resolution which applied to the property immediately prior to annexation, except as otherwise noted in subsection 78-301 below.

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

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

(a) Properties in the GC-A district shall be developed and used consistent with those uses permitted in the Gwinnett County zoning district classification which applied to the property immediately prior to annexation, except as follows:

(1) Hookah/Vapor Bars or Lounges shall be prohibited.

(2) Vape/CBD Shops shall be prohibited.

(3) Convenience Stores with or without fuel pumps shall be prohibited.

(4) Noxious manufacturing and industrial uses shall be prohibited.

(b) Properties in the GC-A district shall continue to enjoy the use or uses specifically conferred by formal zoning or special use permit action of the Gwinnett County Board of Commissioners immediately prior to annexation. Development of any properties zoned GC-A on the effective date of this Zoning Ordinance shall comply with the following:

- (1) The property-specific conditions of zoning adopted by the Gwinnett County Board of Commissioners in a property-specific rezoning action by resolution and which were in effect for said property when in unincorporated Gwinnett County immediately prior to annexation.
- (2) The property-specific conditions of special use approval adopted by the Gwinnett County Board of Commissioners in a property-specific special use permit action by resolution and which were in effect for said property when in unincorporated Gwinnett County immediately prior to annexation.
- (3) Any modification of zoning or special use permit conditions granted by the Gwinnett County Board of Commissioners by official action which are part of the official Gwinnett County files for said property on record with the city clerk.
- (4) Any property-specific variances granted by the Gwinnett County Board of Zoning Appeals and which are a part of the official Gwinnett County files for said property on record with the city clerk.
- (5) Any property-specific modification of zoning or special use permit conditions approved by the Berkeley Lake mayor and city council through formal action at a regular meeting prior to the effective date of this Zoning Ordinance, on record with the city clerk.
- (6) In reviewing a development proposal for compliance with the zoning regulations of the GC-A zoning district, questions may arise as to what other additional dimensional requirements or use regulations apply. In certain cases, the city clerk may not be able to resolve such questions by relying on the zoning or special use permit conditions and any applicable variances or modification of said conditions alone. For example, a building on a site plan approved as a condition of zoning or special use permit

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approval may not be shown with enough specificity to determine the maximum building height or setbacks that apply to the proposed building. As another example, questions may arise as to whether the use provisions allow for an accessory building, structure, or use on the subject property that is not shown on the site plan approved as a condition. In such instances where questions about development permissions cannot be resolved by applying the above provisions (1) through (5) of this section, the city clerk shall apply regulations of the Berkeley Lake zoning district established in this Zoning Ordinance which most closely resembles the zoning district of Gwinnett County's Zoning Resolution which applied to the property immediately prior to annexation, as more particularly shown below:

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

(7) *Exceptions.*

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

SECTION 2:

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

SECTION 3:

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

SECTION 4.

This ordinance shall be effective upon adoption.

Passed and adopted by the Mayor and Council on this _____ day of _____ 2025

LOIS D. SALTER
Mayor

ATTEST:

LEIGH THREADGILL
City Clerk

Planning Commission
Consideration: December 10, 2024

1st Reading: December 11, 2024

2nd Reading: January 16, 2025

Council Adoption: January 16, 2025

Code of Conduct



- a) The City of Berkeley Lake adopts by reference, as if fully set forth herein, the provisions of OCGA 45-10-1 and Section 2.14 of the City of Berkeley Lake Charter. Any conflict between local ordinance and state statutes and/or the charter shall be resolved in accordance with the provisions of state statute and the charter.
- b) It is the policy of the City of Berkeley Lake to observe the highest standards of public conduct, considering the roles of both elected and appointed city officials to be primarily that of a trustee of the public's resources. Consequently, this code seeks to establish criteria and guidelines that will encourage all city officials to serve others, not themselves; to use resources with efficiency and economy; to treat all people fairly; to use the power of their positions only for the well-being of constituents; and to create an environment of honesty, openness and integrity.
- c) Public officials and employees of the city shall treat all citizens with courtesy, impartiality, fairness, and equality under the law, and shall avoid both actual and potential conflicts of interest between their private self-interest and the public interest.
- d) The following are found to be ethics violations in the City of Berkeley Lake and are prohibited:
 - 1) Coercing or attempting to influence persons outside a public meeting by offering to exert the power and resources of their position to achieve a private objective;
 - 2) Making commitments, implicitly or explicitly, that the city will take actions the council has not agreed to;
 - 3) Accepting gifts or favors with a value of more than \$50, or multiple gifts with a cumulative value of \$100 from any single source, from persons regulating and conducting business with the city;
 - 4) Disclosing confidential information from closed meetings without the prior authorization of the mayor and council;
 - 5) Requesting, using or permitting the use of any publicly-owned or publicly-supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of a member of the mayor and council, except as otherwise provided by law;
 - 6) Engaging in private employment with, or rendering services in exchange for compensation for, any entity that has business transactions with the city, unless full disclosure of the nature and extent of such employment or services has been made;
 - 7) Appointing or voting for the appointment of any person related to the individual by blood, marriage or adoption to fill an office, position, employment, or duty, when the salary, wages, pay, or compensation is to be paid out of public funds;
 - 8) Making remarks in a public meeting that are personally disparaging or reflect negatively on the character of others (rather than expressing a different point of view), or allowing others to do the same;

- 9) Failing to vote on all matters lawfully coming before a member of the city council or a commission appointed by the city council without stating a reason for doing so.
- e) In the interests of advancing efficient, transparent and good government, the following activities shall be required:
- 1) City council members and commission members appointed by the city council will announce the details of ex parte contacts and communications prior to any action on a matter which was the subject of the ex parte contact/communication;
 - 2) Presiding officers of city meetings shall not permit personally disparaging remarks or comments that reflect negatively on the character of others (rather than expressing a different point of view), and shall declare such persons out of order;
 - 3) To avoid the appearance of impropriety, any member of the mayor and council or commission member appointed by the mayor and city council determined to have a conflict of interest or a potential conflict of interest shall leave the room for the entire duration of the deliberations and actions on the matter;
 - 4) Persons wishing to speak at public meetings must first be recognized by the chair or presiding officer;
 - 5) Council members who communicate, by whatever means, policy positions, opinions, or city-related recommendations which are not the official position of the city shall clarify that their communications speak only for themselves and are not the official position of the city;
 - 6) Violations of the city's codes of ethics witnessed by members of the governing body will be reported to the mayor (or mayor pro tem in the event the mayor is the subject of an alleged violation);
 - 7) The city's ethics ordinances shall be reviewed annually by the mayor and council.
- f) Hearings and Determinations: Upon the sworn complaint of any person alleging facts, which if true would constitute a violation of this code, the mayor and council shall conduct a public hearing at which the accused shall be given the opportunity to be heard, either personally or through counsel. At the conclusion of said hearing, the mayor and council shall, in written findings of fact and conclusions based thereon, make a determination concerning the propriety of the conduct of the official or appointee in question.

Mayoral Appointments -2025

City Administrator, City Clerk, Election Superintendent & Absentee Ballot Clerk	Leigh Threadgill
Court Clerk and Deputy City Clerk	Lila Hunter
City Treasurer	John Pendleton
City Marshal / Code Enforcement Officer	Rob Hiller
Deputy City Marshal / Code Enforcement Officer	Andy Anderson
City Attorney	Dick Carothers
Solicitor	Angela Couch
City Auditor	James Whitaker
City Building Inspector	Craig Lokey
Municipal Judge	Charles Barrett
Pro Hac Vice Judge	Margaret Washburn
Planning & Zoning Commissioner	Barbara Geier
Planning & Zoning Commissioner	George Kaffezakis
City Engineer	Greg Sistrunk
Georgia Piedmont Land Trust Board Member	Rebecca Spitler

Neighborhood Liaisons

Berkeley Walk and Berkeley Commons	Rodney Hammond
Berkeley Field and Habersham on the River	Chip McDaniel
BLHA and River Mansions	Scott Lee
Miramont and Hermitage Plantation	Rebecca Spitler
River District and Commercial Areas	Bob Smith

Committees

Berkeley Lake Conservancy (BLC)

Liaison – Rebecca Spitler
Susan Hanson – Chair
Louise Gabron
Jim Gawlas
Karen Geiger
Sue Swanson

Arts Committee

Liaison – Chip McDaniel
Chris Kimberley - Chair
Jason Ouimette
Ann Carpenter
Greta Agnew
Carol Seitz
Tom Merkel

Financial Affairs

Liaison – Bob Smith
John Pendleton - Chair
Calvin Grier
Dorris Hollingsworth
Ron Mechling
Steve Rea
Kathy Sanders
John Small

Date of Issuance: 12/18/24
 Owner: City of Berkeley Lake
 Contractor: The Dickerson Group
 Engineer: Keck & Wood, Inc.
 Project: ARPA STORMWATER IMPROVEMENTS

Effective Date: 12/18/24
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: 231290

The Contract is modified as follows upon execution of this Change Order:

Final contract price has been reduced to reflect quantities installed and zero the contract.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$715,614.65	Original Contract Times: Substantial Completion: <u>75</u> Ready for Final Payment: <u>90</u> days
Increase from previously approved Change Orders No. 0 to No. 1: \$199,875.00	Increase from previously approved Change Orders No. to No. <u> </u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$915,489.65	Contract Times prior to this Change Order: Substantial Completion: <u>75</u> Ready for Final Payment: <u>90</u> days
Decrease of this Change Order: \$121,500.85	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$793,988.80	Contract Times with all approved Change Orders: Substantial Completion: <u>75</u> Ready for Final Payment: <u>90</u> days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Shawn Hutton</i></u>	By: _____	By: <u><i>Michael Coats</i></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Associate VP</u>	Title _____	Title <u>CFO</u>
Date: <u>12/18/24</u>	Date _____	Date <u>12/18/24</u>

RESOLUTION

2025 ELECTION - QUALIFYING DATES/FEES AND APPOINT ELECTION SUPERINTENDENT

The Council of the City of Berkeley Lake hereby resolves:

WHEREAS, the regularly scheduled municipal general election for the City of Berkeley Lake is to be held on November 4, 2025; and

WHEREAS, the terms of office for Council members Rodney Hammond, Scott Lee and Chip McDaniel expire on December 31, 2025, and their successors are required to be elected in the municipal general election scheduled for November 4, 2025; and

WHEREAS, it is necessary for the City Council to fix and publish the qualifying fees for these offices and to make other provisions for the municipal general election; and

WHEREAS, the Georgia Municipal Election Code requires that the Mayor and Council appoint a municipal Election Superintendent prior to the election; and

WHEREAS, the Election Superintendent shall take such action as is necessary to properly call the municipal election scheduled for November 4, 2025, including, but not limited to, properly publishing a public notice to notify the public of said election. The Election Superintendent shall take such other actions as necessary and appropriate to make certain that the election is conducted in accordance with, and in conformity with, the laws of the State of Georgia, the Berkeley Lake City Charter and Berkeley Lake Ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED that City Administrator Leigh Threadgill is hereby appointed to the position of municipal Election Superintendent; and

IT IS FURTHER RESOLVED that all persons desiring to run for the office of Mayor or City Council Member shall qualify in City Hall located at 4040 South Berkeley Lake Road, Berkeley Lake, Georgia 30096, beginning at 9:00 a.m. on Monday, August 18, 2025, and ending at 4:00 p.m. on Wednesday, August 20, 2025. Those who desire to run for Council Member shall pay a qualifying fee of \$27.00. All qualifying fees shall be paid at the time of qualifying.

THIS, 16th day of January, 2025.

ATTEST:

Leigh Threadgill, City Clerk

Lois Salter, Mayor



Agreement – City of Berkeley Lake Code Updates Phase 3

1/15/2025

Tunnell, Spangler & Associates, Inc. d/b/a TSW (the Consultant) agrees to provide the City of Berkeley Lake (the Client) the following professional services associated with zoning and development code updates in Berkeley Lake, Georgia (the Project), and the Client contracts for such services and agrees to pay for them according to the fees, terms, and conditions set forth herein (the Agreement) and the enclosed Exhibit A, which is hereby incorporated in its entirety by reference, except as may be modified herein.

The Client and Tunnell, Spangler & Associates, Inc. d/b/a TSW are independent parties and nothing in this Agreement constitutes either party as the employer, principal, or partner of or joint venture with the other party. Neither the Client nor the Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

1. SERVICES

The Consultant will provide the services (the Services) specified in Phase 3 of Section 2: Work Plan of Exhibit A and guided by the UDO Overview in Exhibit B.

2. EXCLUSIONS

The Consultant will not be responsible for any Services not specified in Phase 3 of Section 2: Work Plan 2 of Exhibit A.

3. SERVICE ADJUSTMENTS

Both the Consultant and the Client hereby acknowledge that the Services specified in Section 1 above are subject to refinement. The Consultant and the Client may, at any time during the Agreement period (see Section 4 Schedule below), make changes to the Services and their technical provisions, as mutually agreed upon in writing. If any such change causes any increase or decrease in the Consultant's cost of performing any part of the Services, an equitable adjustment will be made in Fees (see Section 5), or in the Schedule (see Section 4), or in both, and a written amendment of such adjustment will be made. Any claim by the Consultant for an equitable adjustment must be in writing and delivered to the

Client before proceeding with the additional services. The Consultant will perform no additional services until written authorization is received from Client. Nothing in this clause will excuse the Consultant from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

4. SCHEDULE

- A. The full length of this Agreement (the Schedule), which covers Phase 3, shall be through April 30, 2026, as further specified in Section 2: Estimated Schedule of Exhibit A. The start date will be as mutually agreed in writing by the Client and the Consultant.
- B. The Consultant will provide project deliverables on dates as agreed in Section 3 Services and Section 4.A above, as applicable. The Consultant will make every effort to meet agreed upon dates. The Client is aware that failure to submit required information or materials may cause subsequent delays in production. Client delays could result in significant delays in delivery of finished work.

5. FEES

The Consultant agrees to provide Services included in this Agreement for the following amounts:

Phase	Fee (Hourly Not to Exceed)
Phase 3: Code Drafting	\$170,000
Less Unbilled Phase 1 and 2 Fee	-\$28,000
Total Phase 3 Fee:	\$142,000

This fee will be billed hourly according to the hourly fee schedule shown in Exhibit C and includes direct expenses, such as mileage, printing, etc.

This fee also assumes that some of the Phase 3 services will be billed under the existing Phase 1 and 2 contract, as shown above.

6. ADDITIONAL SERVICES

Work will be completed based on the Schedule. Changes in Client input or direction, excessive changes, or major deviation from the Schedule may be cause for additional services. Any services that the Client requests that are not specified in Section 1 above will be considered an additional service. Such work requires written approval, an amendment to this Agreement and additional fees.

7. ASSIGNMENT OF WORK

The Consultant reserves the right to assign subcontractors to the Services to ensure quality and on-time completion.

8. RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved by the Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials. See Section 9 below.

9. COPYRIGHTS

Copyright is in Consultant's name. Upon completion of Work and payment of the contract in full, the copyright will be released to the Client. The Consultant shall retain the right to use all copyrighted materials for marketing purposes.

10. PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Services at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

11. BILLING AND PAYMENT POLICIES

- A. In contracting with the Consultant, the Client warrants that funds are available to compensate the Consultant for the total fees agreed to, and that these funds are neither encumbered nor contingent upon subsequent approvals, permits, or financing commitments by lending institutions or other parties.
- B. The Consultant will submit monthly invoices to the Client. Invoices are due and payable upon receipt and become delinquent if not paid in full 30 calendar days after their invoice date. The Client must notify the Consultant of any dispute regarding invoices received within seven calendar days of receipt of invoice. Only the disputed portion of the payment may be withheld. Interest charges will be applied at rate of 1.5% to delinquent accounts.
- C. Account delinquency longer than 60 calendar days will result in the stoppage of work by the Consultant and any subconsultants. Seven calendar days' notice must be given prior to stoppage of work to enable accounts to be brought current. Work will recommence upon payment of all fees and service

charges due. In some cases, additional fees may be required to stop and start work because of account delinquency.

12. TERMINATION

This Agreement may be terminated upon seven calendar days' written notice, as follows:

- A. The Client may terminate for their sole convenience.
- B. The Client may terminate in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Consultant.
- C. The Client or Consultant may terminate for failure of the other party to perform substantially in accordance with the terms and conditions of this Agreement.
- D. The Consultant may terminate if the project is suspended for more than 90 calendar days.
- E. When this Agreement is terminated, the Client shall reimburse the Consultant for work actually and properly performed by the Consultant up to the date of termination.
- F. The Client has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Consultant.

13. DISPUTE RESOLUTION

A. Mediation

- 1. If a dispute arises between the parties to this Agreement, the Client and the Consultant agree that the dispute will be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines before resolution of the matter by mediation or by binding dispute resolution.
- 2. The Client and the Consultant will endeavor to resolve claims, disputes, and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A request for mediation must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may

- be made concurrent with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of 60 calendar days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.A, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
3. The parties will share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction.
 4. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution will be Arbitration as specified in Section 13.B.

B. Arbitration

1. If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute, or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation will be subject to arbitration, which, unless the parties mutually agree otherwise, will be in accordance with the United States Arbitration & Mediation Rules of Arbitration. A demand for arbitration must be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
2. A demand for arbitration may not be made earlier than concurrently with the filing of a request for mediation, but in no event may it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration will constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.
3. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. The award rendered by the arbitrator(s) will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

C. Consolidation or Joinder

1. Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
2. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity will not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
3. The Consultant and Client grant to any person or entity made a party to an arbitration conducted under this Section 13 Dispute Resolution, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
4. The provisions of this Section 13 Dispute Resolution will survive the termination of this Agreement.

14. MISCELLANEOUS

This Agreement is governed by the laws of the State of Georgia.

15. EXECUTION

The undersigned agrees to the terms of this Agreement on behalf of their organization or business.

Tunnell, Spangler & Associates, Inc.
d/b/a TSW by Caleb Racicot

City of Berkeley Lake
by Lois Salter, Mayor

Date

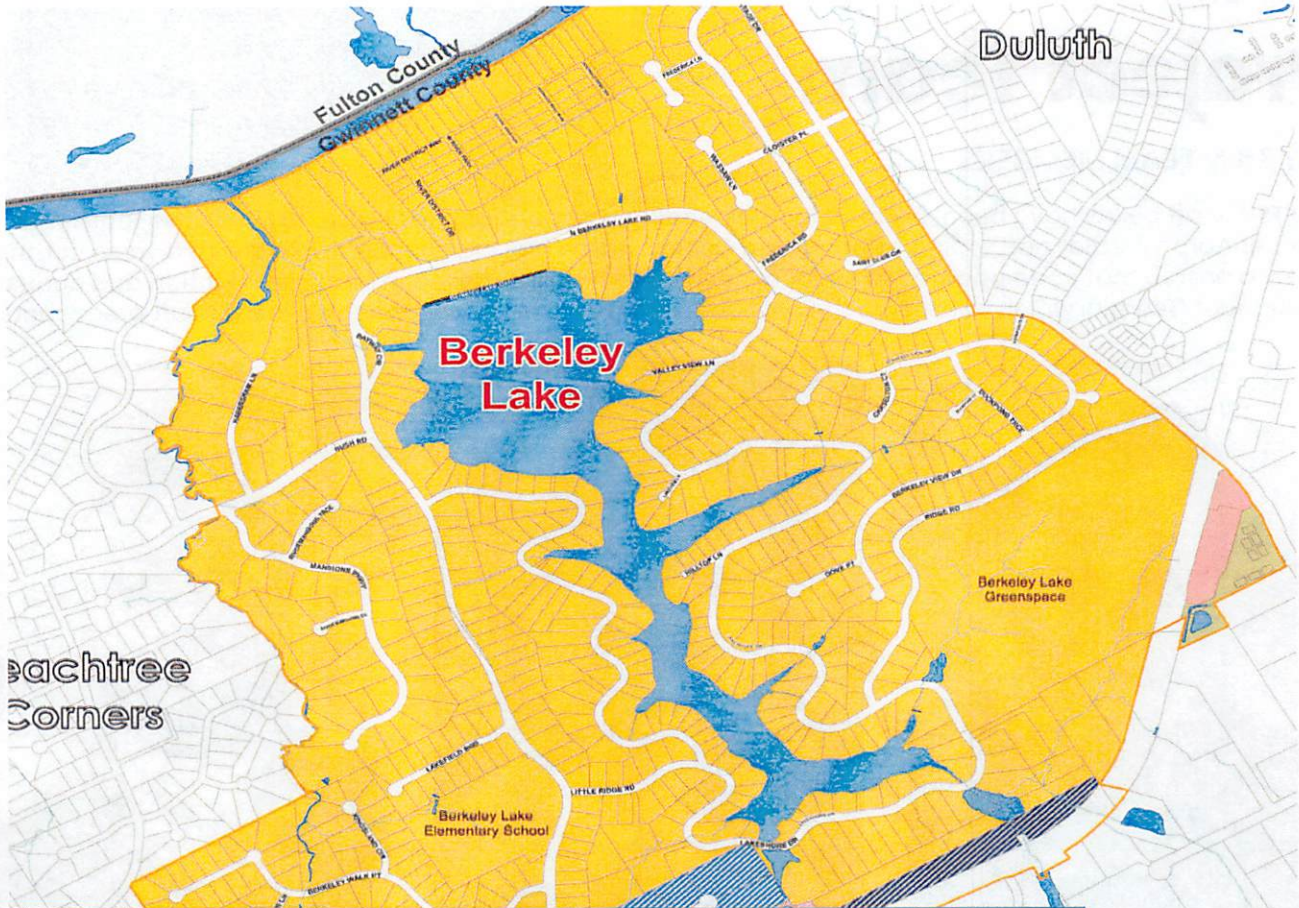
Date

Reviewed as to form

Richard Carothers, City Attorney

EXHIBIT A:

TSW TEAM CITY OF BERKELEY LAKE CODE PROPOSAL
DATED MARCH 4, 2024



PROPOSAL

CITY OF BERKELEY LAKE CODE UPDATES

March 4, 2024

Zoning Map of the City of
on adoption, this map will
visions of the zoning map.
4-19-18
Date

SUBMITTED TO:

City of Berkeley Lake
Attn: Leigh Threadgill, City Administrator
4040 S Berkeley Lake Rd
Berkeley Lake, GA 30096
Phone: 770.368.9484 X 102
leigh.threadgill@berkeleylake.com

SUBMITTED BY:

TSW
1447 Peachtree Street NE, Suite 850
Atlanta, GA 30309
Contact: Caleb Racicot, Principal
470.751.2430
cracicot@tsw-design.com
www.tsw-design.com



SECTION 1:

Project Team

KEY TSW TEAM MEMBERS

The TSW staff below have been selected for their coding and outreach expertise. TSW will also team with planner Aaron Fortner and zoning attorney Joe Cooley. Aaron has experience working with diverse communities to ensure that code updates meet local needs. Joe has experience in land use litigation and codes throughout Georgia, which will ensure the new code is legally sound and reflects recent court precedents.



CALEB RACICOT

Firm: TSW
Role: Project Manager and Code Writer

Caleb, a Principal with TSW, has 20+ years of experience writing Zoning Ordinances and development regulations. He is currently leading a multi-year effort to update the City of Atlanta's Zoning Ordinance.

Caleb will manage the project and be the City's primary contact. He will also lead the process of actually updating the text of Zoning Ordinance.



ROXANNE RAVEN

Firm: TSW
Role: Assistant Project Manager and Engagement

Roxanne is a community planner who is passionate about building strong, sustainable, equitable communities. Her areas of focus include comprehensive planning, land use policy, zoning, and community outreach.

Roxanne will support the daily management of this effort and will develop public engagement materials.



PEYTON PETERSON

Firm: TSW
Role: Landscape and Tree Preservation Code Lead

Peyton, a Senior Associate with TSW, has a background in horticulture - landscape design with a wide range of professional experience including design, permitting and tree recompense plans, crafting design standards, as well as landscape and tree ordinances.

Peyton will work on the project's landscape and tree preservation codes, considering the City's existing tree canopy health.

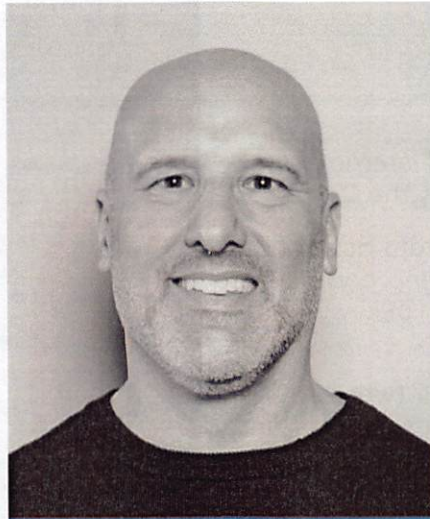


BERT KUYRKENDALL

**Firm: TSW
Role: Engineering and
Subdivision Code Lead**

Bert, a Senior Associate with TSW, has more than 25 years of experience as at transportation planner and engineer. His wide range of work includes comprehensive planning, designing road networks, crafting and modifying design standards for counties and cities, and more.

Bert will work on the project's engineering and subdivision codes considering current best practices.



AARON FORTNER

**Firm: Canvas Planning
Group
Role: Coding Advisor**

Aaron is the Founder of Canvas Planning Group with 20+ years of planning and design experience working with neighborhoods, governments, and organizations to create vibrant and sustainable communities.

Aaron will support the code audit, identifying best practices, and confirming the proposed direction for the updates. He will also advise on "hot button" alternatives.



JOE COOLEY

**Firm: Cooley Planning &
Land Use Law, LLC
Role: Legal Review**

Joe brings experience as an attorney, AICP certified planner, community development director, and registered landscape architect together to assist his clients. His diverse background allows him develop creative solutions that address local land use and zoning needs.

Joe will provide legal review of the code updates to ensure that they meet the intent of the City, are easily understandable, and legally defensible.

SECTION 2:

Approach

WORK PLAN

The following is the TSW Team’s initial Work Plan for updating Berkeley Lake’s zoning and development regulations. We look forward to fine tuning this proposal with the City.

ASSUMPTIONS

The Work Plan assumes the following:

1. Agendas for public meetings and internal review of draft materials will be guided by the City.
2. Although the TSW Team will facilitate public outreach, the City will assist in identifying, contacting, and coordinating the participation of key individuals and groups.
3. The City will provide digital copies (where available) of existing data, maps, plans, studies and other background for this project.
4. Comments on deliverables will be provided to the Team in a consolidated form, without internal inconsistency. This may require internal staff meetings prior to meetings with the TSW Team.
5. There will be regularly scheduled project management meetings with City staff. These are different from the City Meetings noted in the Work Plan, but the two may be combined when timing allows.

PHASE 1: DIAGNOSTIC REVIEW

Task 1.1: Review Existing Materials

The TSW Team will review the existing Zoning Ordinance, the Official Zoning Map, environmental regulations, engineering standards, the comprehensive plan, and other relevant documents. This will familiarize the team with Berkeley Lake’s current policy and regulatory framework.

Task 1.2: Project Orientation

After finishing Task 1.1, the TSW Team will meet with City staff for an initial meeting and tour. The tour should include sites and areas that show how the existing codes do and do not work well.

CODING CHALLENGES, STRATEGIES

TSW believes that codes must be tailored to the communities they serve. To do this, we always keep the following in mind:

- **Administrative Capacity:** Different counties and cities have different abilities to administer. Codes should only contain elements that administering staff can understand, apply, and enforce.
- **Balance:** Codes must balance the need to prevent undesirable development with desire to allow creativity. As both designers and coders, we understand this balance, where regulation is appropriate, and where it isn’t.
- **Flexibility:** As part of achieving balance, flexibility must also be considered, especially in projects that are phased over many years.
- **Existing Regulations:** How a proposed code is shaped by existing regulations is critical. New codes must take into account existing zoning, deed restrictions, and covenants.



SECTION 2: PROJECT APPROACH

Meetings

- »» City Meeting #1 and tour

Task 1.3: Outreach Communications

The TSW Team will prepare a Phase 3 public outreach plan to gather input from a variety of stakeholders and the general public. The outreach plan will include a strategy and timeline. Based on the approved outreach plan, the Team will produce ongoing content.

Deliverables:

- »» Public outreach plan
- »» Project website hosted by TSW and ongoing content through Task 3.8.

Task 1.4: Interviews, Steering Committee Kick-off

The TSW Team will meet with City staff, interview stakeholders, and conduct a Steering Committee Kick-off. During this task, the TSW Team will:

- »» Schedule and conduct up to 16 hours of stakeholder interviews about zoning, development regulations, and other issues impacting development in Berkeley Lake. Interviews may be one-on-one or in groups, and may be in-person or virtual, depending on interviewee preferences. In-person interviews will occur over a one-day period. Interviewees may include: City staff, elected officials, boards and commissioners, residents, design professionals, developers, and others identified by the City.
- »» Facilitate Steering Committee Meeting #1 to introduce the process, and conduct a group interview about zoning and development regulations.

Deliverables:

- »» Summary of interview results to be included in the Diagnostic Report

Meetings

- »» City Meeting #2
- »» Stakeholder Interviews
- »» Steering Committee Meeting #1

Task 1.5: Legal Review

The Team's legal counsel will review the existing regulations for any legal deficiencies or opportunities for improvement. All findings will be shared with the City in a format that seeks to protect the City from litigation if key deficiencies are identified.

Deliverables:

- »» Summary of legal review in appropriate form

PHASE 2: DIAGNOSTIC REPORT

Task 2.1: Draft Diagnostic Report

The Team will prepare the draft Diagnostic Report. The report will review the findings of Phase 1 and confirm the coding approach before starting the writing process. Experience has shown that this is the best use of public resources because it allows governments to confirm what will and won't change before any text is written.

The Diagnostic Report will include:

- »» **Technical Analysis.** Evaluation of the structure, text, and procedures of the Zoning Ordinance, development regulations, engineering standards, environmental standards, and landscaping ordinances for accuracy, clarity, consistency, efficiency, and usability. This will include identifying where the code text conflicts with normal operating procedures of the City of Berkeley Lake and its departments.
- »» **Policy Analysis.** Evaluation of the effectiveness of the Zoning Ordinance, the Official Zoning map, and other development regulations to implement the policies in the comprehensive plan and other City plans. This will include identifying where deficiencies exist and potential "hot button" items.
- »» **Legal Analysis.** A summary of legal team observations, which may be included in the Technical and Policy Analysis or in a freestanding section.
- »» **Technical Approach.** An approach to address any technical deficiencies identified in the Technical Analysis. This will include a recommended format (e.g., unified development code, zoning ordinance, etc.).
- »» **Policy Approach.** Alternative approaches to address any policy deficiencies or "hot button" items identified in the Policy Analysis. These alternatives will be the focus of the Public Kickoff Meeting.
- »» **Zoning Map Approach.** An approach to updating the Official Zoning Map, if needed. This scope of work assumes that map changes will be minimal and primarily limited to non-residential areas.

SECTION 2: PROJECT APPROACH

Deliverables:

- »» Draft Diagnostic Report

Task 2.2: Draft Diagnostic Report Review

Provide time for City and Steering Committee review of the Draft Diagnostic Report, then:

- »» Meet with City staff to discuss the outline and necessary modifications.
- »» Facilitate Steering Committee Meeting #2 to review the Draft Diagnostic Report.
- »» Conduct a Public Kickoff Meeting to announce the process, review the Draft Diagnostic Report, and solicit comments on the proposed alternatives to "hot button" items.
- »» Present the Final Diagnostic Report to City Council to confirm direction before starting to update the Zoning Ordinance, development regulations, engineering standards, environmental standards, and landscaping ordinances. The purpose of this presentation is to update the elected officials and determine if any of the "hot button" items lack the City Council's support and should not advance.

Deliverables:

- »» Materials for Public Kickoff Meeting
- »» Online survey to supplement Public Kickoff Meeting
- »» Final Diagnostic Report

Meetings

- »» Public Kickoff Meeting
- »» City Meeting #4
- »» City Council meeting

PHASE 3: CODE DRAFTING

Task 3.1: Draft Code V0 – Discussion Draft

Prepare an updated Zoning Ordinance, Official Zoning Map, and development regulations in the determined format for City staff review and comment. Once code writing begins, the TSW Team often identifies additional items that need confirmation from the City and Steering Committee. These will be identified in this Task and discussed in Task 3.2.

Deliverables:

- »» Draft Code Version Zero (V0)
- »» Draft Official Zoning Map Version Zero (V0)

"HOT BUTTON" ITEMS

The TSW Team recognizes that no two communities are the same. We believe in using public outreach to determine the best approach to address local "hot button" items before writing any new code.

Below are some examples of in-person techniques from other communities.



GROWTH AREA PRELIMINARY DIRECTION - USE

Primary Question	Clarifying Questions (Optional)	Final Council Determined Concept
<p>Do you have any ideas related to USE zones in Growth Areas that you haven't previously shared in-person or on-line?</p>	<p>General Approach:</p> <ol style="list-style-type: none"> Update use groupings and definitions <ul style="list-style-type: none"> Group use by similar impacts, especially off-site Incorporate mid-rise uses Create standards for use in "cluster" businesses that combine different types of defined uses Allow small, low-impact light industrial uses/warehouse areas in all commercial/mixed-use areas Update and create mid-rise requirements <ul style="list-style-type: none"> Keep requirements in table, zone 3% Design for drive centers and self-storage 	<p>4. Require ground floor commercial or flex space</p> <ul style="list-style-type: none"> Large multi-family buildings, hotels, and office buildings, and Minor mixed-use areas only <p>Use Standards</p> <ol style="list-style-type: none"> Create standards to reduce or eliminate impacts of some uses <ul style="list-style-type: none"> Screening and setbacks Foot-candle and lighting uses Table storage Newly defined uses, especially related to entertainment <p>Prohibition vs. Use Standards</p> <p>Prohibition allows a use in form and makes redevelopment less costly</p>

SHOPFRONT

WHAT WOULD YOU LIKE NEW SHOPFRONTS TO LOOK LIKE IN PONCEY-HIGHLAND?
PLACE 2 GREEN DOTS ON YOUR FAVORITE IMAGES & 2 RED DOTS ON YOUR LEAST FAVORITE IMAGES

D1, D2, D3, D4, D5, D6, D7, D8, D9

SECTION 2: PROJECT APPROACH

Task 3.2: Draft Code V0 Review

After allowing adequate time to review the draft and map, Team members will meet with City staff to discuss comments and revisions. After staff review, Steering Committee Meeting #3 will be held to review it.

Deliverables:

- »» Materials for City staff meetings (up to four, as needed)
- »» Materials for Steering Committee Meeting #3

Meetings

- »» City Meeting #5-8, as needed.
- »» Steering Committee Meeting #3

Task 3.3: Code V1

The draft code and map will be updated in response to comments received in Task 3.2.

Deliverables:

- »» Draft Code Version One (V1)
- »» Draft Official Zoning Map Version One (V1)

Task 3.4: Draft Code V1 Review

After allowing adequate time for review, the TSW Team will meet with City staff to discuss comments and recommended revisions. Following staff review, a public review draft of the code will be prepared.

Deliverables:

- »» Draft Code V2 (Public review draft)
- »» Draft Official Zoning Map V2 (Public review draft)

Meetings

- »» City Meeting #7

Task 3.5: Draft Code V2 and Public Review

After delivery of the Draft Code and Official Zoning Map V2, and after allowing adequate time for distribution and review, the Team will facilitate a Public Open House to present the drafts and solicit input. The team will conduct Steering Committee Meeting #4 after this to discuss any final outstanding items.

Deliverables:

- »» Materials for Public Open House
- »» Online survey to supplement Open House

Meetings

- »» Public Open House

- »» Steering Committee Meeting #4

Task 3.6: Draft Code V3

Revisions based on comments from the City and the public will be made. Draft Code and Official Zoning Map V3 (a public hearing draft, ready for the formal public hearing process) will be provided.

Deliverables:

- »» Draft Code V3 (Public hearing draft)
- »» Draft Zoning Official Map V3 (Public hearing draft)

Task 3.7: Public Adoption Hearings

The TSW Team will present Draft Code and Official Zoning Map V3 at up to four adoption hearings, including before the Planning and Zoning Commission and before the City Council. Any comments received will be incorporated into the draft code and map, as needed.

Deliverables:

- »» Up to three revised draft of the Code and Official Zoning Map

Meetings

- »» Planning and Zoning Commission (up to 2)
- »» City Council meetings (up to 2)

Task 3.8: Final Code

After adoption, final revisions will be made, and a final copy of the code and map will be delivered, including all photos, images, and graphics in digital format. A digital version of the code will be provided for, which will include the full use of electronic links, cross-references, graphics, and commentary.

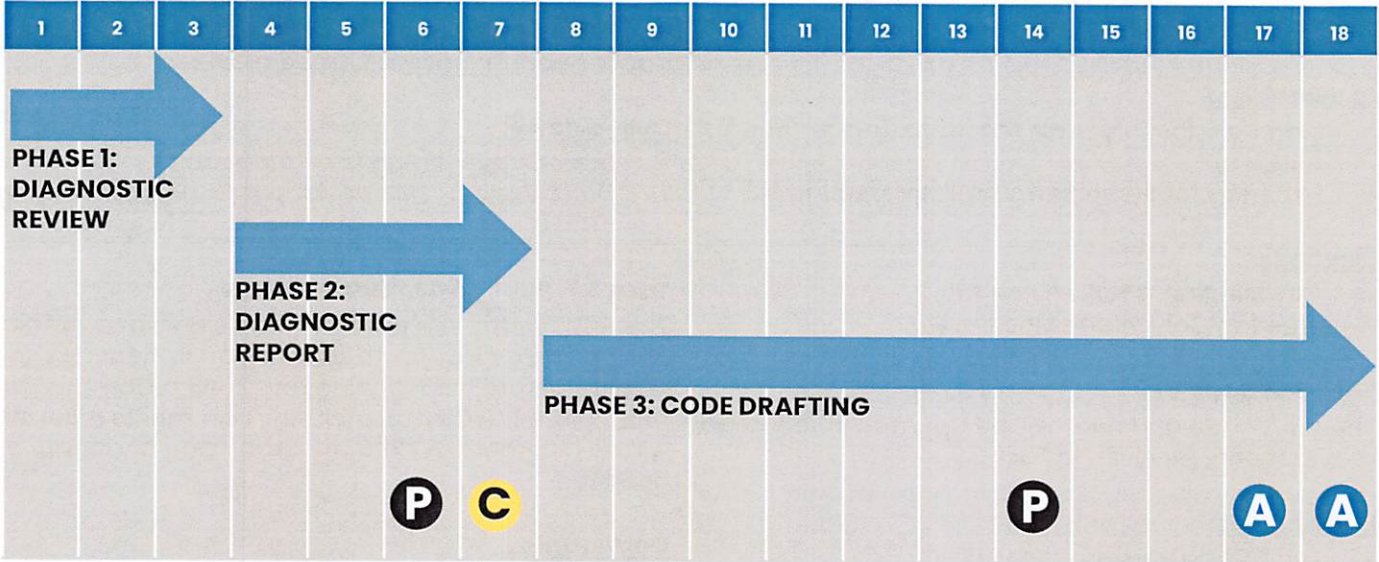
Deliverables:

- »» One digital PDF and one digital Word document of the adopted Code and Official Zoning Map
- »» Digital copies of all graphics and tables

SECTION 2: PROJECT APPROACH

ESTIMATED SCHEDULE

(In months)



- P** Public Meeting
- C** City Council Meeting
- A** Adoption Meeting

NOTE: Based on previous experience with similar projects, we are estimating a 18-month process with flexibility for additional review periods or other unexpected circumstances. The TSW Team will continue to work with City Staff to develop a more detailed schedule with meetings (dates and times), review periods, and deliverable dates.

SECTION 3:

Proposed Fees

The fees below are based on our understanding of the needs of Berkeley Lake. Due to the difficulty in accurately estimating the cost of Phase 3: Code Drafting before completing Phases 1 and 2, we have provided a range for Phase 3. For Phases 1 and 2, we are happy to bill on an hourly basis according to the provided fee schedule. Charges will not exceed the specified amounts, and any fees not incurred will be applied to later phases. For Phase 3, we are willing to bill on an hourly basis, with the total not exceeding the maximum amount indicated in the range. Alternatively, we can determine a precise fee at the conclusion of Phase 2. Fees include all labor and expenses for TSW and its sub-consultants.

PHASE 1: DIAGNOSTIC REVIEW	BASE FEE
Task 1.1: Review Existing Materials	\$9,050
Task 1.2: Project Orientation	\$4,700
Task 1.3: Outreach Communications	\$6,250
Task 1.4: Interviews/Steering Committee Kick-off	\$6,950
Task 1.5: Legal Review	\$6,900
Project Management	\$1,100
Direct Expenses	\$1,050
TOTAL:	\$36,000
PHASE 2: DIAGNOSTIC REPORT	BASE FEE
Task 2.1: Draft Diagnostic Report	\$17,900
Task 2.2: Draft Diagnostic Report Review	\$23,700
Project Management	\$1,300
Direct Expenses	\$3,500
TOTAL:	\$46,400
PHASE 3: CODE DRAFTING	
3.1: Draft Code V0	-
3.2: Draft Code V0 Review	-
3.3: Draft Code V1	-
3.4: Draft Code V1 Review	-
3.5: Draft Code V2 and Public Review	-
3.6: Draft Code V3	-
3.7: Public Adoption Hearings	-
Task 3.8: Final Code	-
Project Management	-
Direct Expenses	-
TOTAL:	\$85,000 - \$170,000

EXHIBIT B:

**PROPOSED UDO OVERVIEW
DATED JANUARY 15, 2025**



Proposed UDO Overview

January 15, 2015

Introduction

This document provides an overview of the proposed City of Berkeley Lake Unified Development Ordinance (UDO). It summarizes key technical and policy updates based on the Diagnostic Report and community feedback. Additionally, it includes a draft table of contents that outlines the relocation of existing sections from the Code of Ordinances and introduces new standards. Sections not listed will remain in their current locations, except for the provisions in Chapter 78 (Zoning), which will be fully replaced by the UDO.

Technical and Policy Updates

A. Create a modern, user-friendly code

1. Create a unified development code
2. Suggest updates to all existing code provisions to align with best practices.
3. Update language for clarity
4. Streamline administrative procedures
5. Clarify approval processes
6. Add example calculations
7. Create and incorporate diagrams
8. Develop decision criteria
9. Develop comprehensive tables
10. Adopt gender neutral language
11. Adjust measurement methodologies
12. Clarify application requirements
13. Define missing terms
14. Updating existing terms
15. Consolidate definitions

B. Expand Housing Options

1. Allow for ADUs with specific standards
2. Allow new Single-Family housing types
 - i. Small-lot single-family
 - ii. Cottage courts
3. Allowing senior housing
4. Create new residential zoning districts

C. Strengthen Redevelopment Standards

1. Update commercial/industrial design standards
2. Develop residential design standards
3. Develop design standard thresholds



4. Develop standards for nonconforming houses in the R-100 district
5. Clarify building coverage and lot coverage standards in the R-100 district & citywide
6. Update accessory structure standards
7. Update prohibition of barbed wire
8. Expand shared parking
9. Create new commercial and industrial zoning districts to replace GC Annexed Districts
10. Update commercial setback standards
11. Update sign standards

D. Implement Environmental Best Practices

1. Update stormwater requirement threshold
2. Create subdivision and engineering standards
3. Develop vegetated zone requirements
4. Update tree protections and planting standards
5. Update retaining wall standards
6. Standards for keeping chickens, if the city decides to allow

Table of Contents

This following table of content is tentative and subject to modification based on the results of Phase 3 community engagement. This may result in new or removed sections and standards in the final UDO that is submitted to the City Council for adoption.

Proposed UDO	Existing (from Chapter 78, except as noted)
Article 1. General Provisions	
Sec. 1.1. Legal Status Provisions	Art. I (partial), NEW
Sec. 1.2. Official Zoning Map	NEW
Sec. 1.3. Zoning Districts	Sec. 78-25, Article II, New
Sec. 1.4. Annexation	Art. XII (partial), NEW
Article 2. Rules Applicable to All Districts	
Sec. 2.1. Measurements and Exceptions	Art. I (partial), Article V
Sec. 2.2. General Standards	Art. III, Art. IV (partial), Art. VIII (partial)
Sec. 2.3. Architectural Standards	New
Article 3. Residential Districts	
Sec. 3.1. R-100 Single-Family Residence District	Art. VIII (partial)
Sec. 3.2. RMD Residential Multifamily Duplexes	Art. VIII (partial)
Sec. 3.3 (Name TBD, senior housing)	NEW
Sec. 3.4. (Name TBD, small-lot SFR)	NEW
Article 4. Business Districts	
Sec. 4.1. C-1 Neighborhood Business	Ch. 78 Art. X / Sec. 78-268.
Sec. 4.2. C-2 General Business	NEW (modeled after older GC)
Sec. 4.3. O-I Office-Institutional	Ch. 78 Art. XI
Sec. 4.4. M-1 Light Industrial	Ch. 78 Art. IX / Sec. 78-239.
Article 5. Special Purpose Districts	
Sec. 5.1. Gateway Overlay	NEW (as needed)



Article 6. Use Provisions	
Sec. 6.1. Use Classification	NEW
Sec. 6.2. Permitted Use Table	Various sections
Sec. 6.3. Residential Uses	Sec. 78-196: Uses
Sec. 6.4. Public Uses	Sec. 78-294 (institutional uses), Ch. 77 Wireless Communications
Sec. 6.5. Commercial Uses	Sec. 78-269: Uses
Sec. 6.6. Industrial Uses	Sec. 78-240: Uses
Sec. 6.7. Open Uses	Various sections
Sec. 6.8. Accessory Uses	Sec. 78-89. Accessory uses or structures, Sec. 50-1 Pier, Dock, and Boathouse Construction and maintenance standards, NEW (chickens)
Sec. 6.9. Temporary Uses	Sec. 78-113. Temporary Buildings, NEW (temporary uses such as outdoor sales and events, construction trailers, storage pods, etc.)
Article 7. Site Development	
Sec. 7.1. Parking and Loading	Article VII. Off-Street Automobile Parking and Loading and Unloading Spaces
Sec. 7.2. Landscaping and Screening	Ch. 42 Art. VII Div. 3: Landscape Regulations, Sec.42-290 Buffer and Landscape Plan Specs.
Sec. 7.3. Outdoor Lighting	NEW
Sec. 7.4. Signs	Ch. 62: Signs
Sec. 7.5. Septic Systems	Ch. 58: Septic Systems
Article 8. Streets and Public Improvements	
Sec. 8.1. General Provisions	Sec. 70-1 General regulations
Sec. 8.2. Subdivision	NEW
Sec. 8.3. Blocks and Access	NEW, Sec. 70-2: Driveways and curbs, Sec. 70-3. Driveways and Curbs
Sec. 8.4. Sidewalks	NEW
Sec. 8.5. Streets	Sec. 70-2. - Street construction and improvements NEW
Article 9. Environmental Protection	
Sec. 9.1. Tree Protection	Article VII, Division 4: Tree Preservation and Replacement Regulations, Sec.42-291. Tree preservation/replacement plan specifications
Sec. 9.2. Erosion, Sedimentation, and Pollution Control	Chapter 42 Article II: Soil Erosion, sedimentation, and pollution control
Sec. 9.3. Stream Buffer Protection Ordinance	Ch. 42, Article V: State water buffer variance procedure, Article VII: Buffers, landscapes and trees,



	Article VIII: Stream Buffer protection
Sec. 9.4. Flood Protection	Ch. 42, Art. IV: Floodplain Management/Flood Damage Prevention
Sec. 9.5. Illicit Discharge and Illegal Connection	Ch. 42 Division 2. Illicit Discharge and Illegal Connection
Sec. 9.6. Stormwater Management	Ch. 26, Article V: Post-development stormwater management for new development and redevelopment, Ch. 42 Art. VI: Stormwater Manual
Sec. 9.7. Chattahoochee River Protection	Ch. 42 Article III
Article 10. Administration	
Sec. 10.1. Review Bodies	Ch. 2 Administration: Art. VI Boards & Commissions, Sec. 2-153: Planning and zoning commission.
Sec. 10.2. Review Processes and Procedures	Sec. 2-3. – Administrative policy and procedures NEW (SUP) NEW (Subdivision)
Sec. 10.3. Fees	Sec. 14-218. Development Fees. Other assorted fees across Ch. 6, Ch. 14, Ch. 24, Ch. 34, Ch. 78 NEW (Recommend an official fee schedule adopted from time to time by the City)
Sec. 10.4. Property Maintenance	Ch. 14, Art. IV: Property Maintenance, Art. V: Building Maintenance, Art. VII: Enforcement, Unlawful acts and notice of violations
Article 11. Definitions	
Sec. 11.1. Definitions	Sec. 1-2. - Definitions and rules of construction Sec. 14-19. – Definitions Sec. 14-69. Definitions Sec. 42-167. - Definitions Sec. 58-1. Definitions Sec. 26-222. Definitions Sec. 34-105. Definitions Sec. 34-121. Definitions Sec. 42-94. Definitions Sec. 6-4. Definitions Sec. 42-192. Definitions Sec. 78-3. Definitions

EXHIBIT C:



TSW 2025 HOURLY FEE SCHEDULE

All fees will be invoiced monthly, according to the hourly fee schedule then in effect. Our current fee schedule as of January 2025 is as follows:

Principals	\$225/hour to \$230/hour
Associate Principal / Manager	\$130/hour to \$190/hour
Senior Associates	\$130/hour to \$185/hour
Associates	\$115/hour to \$140/hour
Staff	\$90/hour to \$110/hour



January 15, 2025

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 – 2025 Metro North Georgia Water Management District (MNGWPD) Audit

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 assist with completion of the MNGWPD audit in accordance with the audit checklist which was provided to the City on December 16, 2024. Consideration of our firm for this assignment is most appreciated.

Scope of Services:

K+W will provide the following scope of services:

1. Review of audit checklist and completion of checklist items.
2. Provide applicable documentation for checklist items that are the responsibility of the City.
3. Identify items which will need to be completed by the City as a result of this audit.
4. Meet with City officials to obtain required information for audit.
5. Prepare audit documentation for review by the City February 1, 2025 in advance of a submittal date of February 15, 2025.
6. Respond to comments, as needed, from MNGWPD.

Project Delivery Schedule

The Engineer will begin work immediately upon authorization from the City. Draft audit checklist and documentation will be provided to the City for review by February 1, 2025.

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 the amounts listed below. 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.

MNGWPD Audit Checklist and EPD Submittal	<i>\$7,800 Hourly Not to Exceed, approximately 40 hours estimated</i>
Addressing MNGWPD Comments	Billed at hourly rates

If you have any questions or would like additional information, don't hesitate to contact me at 678-417-4057. We thank you for this opportunity and look forward to working with the City on this project.

Sincerely,
KECK & WOOD, INC.



Jenni Olivo, P.E.
Stormwater Sub-Market Leader

Accepted by City of Berkeley Lake, GA

By: _____

Title: _____

Date: _____



Greg Sistrunk, P.E.
Vice President