



AGENDA
COUNCIL MEETING
4040 S. BERKELEY LAKE RD.
BERKELEY LAKE, GEORGIA 30096
JANUARY 15, 2026

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

SWEARING IN OF NEWLY ELECTED OFFICIALS

- a) Skipper Dahlstrom – Council Member At-Large
- b) Bill Lacy – Council Member At-Large
- c) Bill Lyons – Council Member At-Large
- d) Chip McDaniel – Council Member At-Large

AGENDA

PUBLIC HEARING

CONSENT AGENDA

- a) Minutes of December 11, 2025, Special Called Council Meeting
- b) Minutes of December 11, 2025, Special Called Council Work Session
- c) Financial Statements of November 2025 – Unaudited
- d) Atlas Contract for Dam Inspection

OLD BUSINESS

NEW BUSINESS

- a) Code of Conduct Affirmation
- b) Election of Mayor Pro Tem
- c) Mayoral Appointments
- d) Fee Schedule Amendment

EXECUTIVE SESSION (if needed)

CITIZEN COMMENTS

ADJOURNMENT

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



**SPECIAL CALLED COUNCIL MEETING
4040 SOUTH BERKELEY LAKE ROAD
BERKELEY LAKE, GEORGIA 30096
DRAFT MINUTES
DECEMBER 11, 2025**

ATTENDANCE

Mayor: Lois Salter

Council Members: Barbara Geier, Scott Lee, Chip McDaniel, and Rebecca Spitler

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

Members of the Public: 13

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.

Salter took a moment before proceeding with the business on the agenda, to introduce the new precinct commander and his lieutenant who made time to be here tonight. Eric Penn has already been and visited with our staff and he's here and wants to speak to you for just a couple of minutes.

Salter acknowledged Eric Penn.

Eric Penn introduced himself and stated he has been with the Gwinnett County Police Department for 27 years and is being appointed Precinct Commander of the West Precinct on December 20. He is enthusiastically excited about the challenges that he faces coming down to the West Precinct. He is currently assigned as the watch commander of the North Precinct near the Mall of Georgia.

Penn continued, "What you should expect from me and the officers of the West Precinct moving forward is to reduce crime and improve community relations. I want to pick up where Major Griffin left off and will reduce crime and improve community relations within the City of Berkeley Lake. I started policing in 1998 and was assigned at Central Precinct which is near this area. It has changed a lot, and I haven't been down here in twenty years. This City is a special place, and I look forward to working here and want to continue the great job that Major Griffin

has done. I want you to feel confident that the staff and I are going to be attentive to your needs. I know what it takes to keep a community safe. I have a proven track record from the cities of Buford, Sugar Hill and Dacula. This place is special. There isn't a lot that goes on here, and I want to keep it that way. That is my promise to you. Penn asked if there were any questions."

Salter thanked the Precinct Commander and noted the great job that they do and acknowledged the city likes to support them in return with things like back-to-school supplies and Christmas toy drives.

Penn introduced lieutenant John Cleland who is the watch commander of the West Precinct.

Penn stated that he also plans to attend the council meeting in January.

He noted his office is at 6160 Crescent Drive, which is the office where all the West Precinct officers work from. They are well staffed.

AGENDA

Salter solicited a motion regarding the agenda.

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

PUBLIC HEARING

Salter noted that there are no public hearings tonight.

CONSENT AGENDA

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

- a) Minutes of November 20, 2025, Council Meeting
- b) Minutes of November 20, 2025, Council Work Session
- c) Financial Statements of October 2025 – Unaudited

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

OLD BUSINESS

- a) O-25-259 – 2026 Proposed Budget

Threadgill: O-25-259 is the proposed budget for 2026. This measure as presented anticipates no increase in the real property tax millage rate for 2026 over the rollback rate for 2025. The measure is presented for adoption.

Spitler made a motion to adopt O-25-259, an ordinance to establish the budget for the year 2026, to repeal conflicting ordinances, to provide for an effective date and for other purposes. Geier seconded the motion. All were in favor and the motion passed.

b) O-25-260, Amendment to Section 46-2, Discharge of Weapons

Threadgill: Following the City Attorney's recent review of state law relating to hunting, staff prepared O-25-260, an amendment to Section 46-2 of the Berkeley Lake Code of Ordinances to allow the discharge of bows in certain situations in compliance with state law. The ordinance is up for second read and adoption.

McDaniel made a motion to place O-25-260, an ordinance to amend Section 46-2 regarding discharging weapons, to repeal conflicting ordinances, to provide for an effective date and for other purposes on second read and adopt the measure. Lee seconded the motion.

Spitler stated she isn't thrilled but knows we have to comport with state laws. She is concerned about the safety of our citizens and increased poaching in our city.

All were in favor and the motion passed.

NEW BUSINESS

a) Public Works: Waste Management Contract Addendum – 2026-2028 Services

Threadgill: The current contract with Waste Management for both commercial and residential waste collection services expires at the end of the year. Under the current contract, there is an annual rate adjustment based on the Consumer Price Index. The proposed contract amendment continues the practice of annual rate adjustments based on the Consumer Price Index with no additional change to rates and extends the term until December 31, 2028. I ask that you accept the addendum and authorize the Mayor to sign it subject to review and approval by the City Attorney.

Geier made a motion to accept the Amendment to the Exclusive Agreement for Services between Waste Management and the City of Berkeley Lake and authorize the Mayor to sign it subject to review and approval by the City Attorney. Spitler seconded the motion. All were in favor and the motion passed.

b) Intergovernmental Agreement with Gwinnett County for Tax Collection Services

Threadgill: The city's agreement with Gwinnett County to bill and collect the city's taxes expires at the end of the year. Before you is an amendment to the agreement for the county to continue providing tax billing and collection services for a three-year term ending December 31, 2028, which includes a rate change from \$1.80/parcel to \$3.10/parcel. The annual cost for this service is increasing from \$2,594 to \$4,467. As outlined in the contract, the cost will substantially approximate the cost to the county of providing the service to the city. I ask that you accept the

agreement and authorize the Mayor to sign it subject to review and approval by the City Attorney.

Spitler made a motion to accept the First Amendment to Agreement for Ad Valorem Tax Billing and Collection and authorize the Mayor to sign it subject to review and approval by the City Attorney. McDaniel seconded the motion. All were in favor and the motion passed.

PUBLIC COMMENTS

Salter noted that she wanted to comment before opening for public comment. She thanked Scott and Barbara noting this is their last meeting as city council members and both of them have worked long and hard in our community, not just for our city, but for the community itself in various other ways.

Prior to being elected to the City Council, Scott served multiple terms on the Berkeley Lake Homeowners Association in roles as President, Vice-President, Security, and Events Chairman. For many years he has provided patriotic music for our city's annual 4th of July parade and helped orchestrate the kids' games afterward. He has always been generous in providing support and music for community events, and has helped with our city's memorial flags and crosses honoring veterans. Scott has continued to serve as Council's liaison to the BLHA and held our city's board position for the SW Gwinnett Chamber of Commerce.

Like Scott, Barbara served on her homeowner association's board in Berkeley Walk for a number of years and was a member of their Covenants Committee. She was an officer of the Chapel board for 5 years, serving as their secretary. She led a successful initiative to rewrite the Chapel by-laws, led a group to completely redo the Chapel website and was instrumental in accomplishing a number of fencing and electrical improvements for the Chapel property. As a Master Gardener she helped maintain the flower gardens around the Chapel property and currently leads a team that created and maintains a pollinator garden at BL Elementary School, writing and submitting annual grants that fund it. Before her time on Council, Barbara served on our city's Planning & Zoning Commission.

Salter concluded by saying, "I very much appreciate all the efforts of these two very generous public servants, for our city and for the larger community. I know they will continue to find ways to serve."

Chip McDaniel stated "I would like to personally thank these council members for all the work they've done over the years. Scott always shows up volunteering for anything and everything that needs to be done, not just as a city council member. Sixteen years is well over 100 council meetings and countless BLHA meetings. It's also been great to have met and worked with Barbara over the past year."

Bill Lacy, 147 Lakeshore Drive, stated he has worked with both of these people in various capacities and echoes what has been said. They have gone above and beyond.

Clay Keller, 20 Lakeshore Drive, thanked both for all their efforts and leadership.

Becky Kaffezakis, 490 Lakeshore Drive, speaking on behalf of herself and George, shared how much they appreciated all that these two have done for city council. George worked with Barbara on the Planning & Zoning Commission, and they've known Scott for over 20 years. She thanked them for their service.

Lesley Pendleton, 385 Lakeshore Drive, noted that she is here to say thank you to Barbara and Scott. She spoke about Barbara's contributions not only to city council but also for her contributions to the pollinator garden at BLES. During Covid, while displaced from her office, Pendleton noted how especially grateful she was for the pollinator garden. She enjoyed looking out her window every day at the beautiful blossoms. Pendleton thanked Geier for her service to the city.

Pendleton continued, "Scott, you have the gift of gab. You have the very best stories and are never at a loss for words, well, maybe the right words. It was challenging for me to think about a word that I would use to describe you, but it would be generous. Scott is enormously generous with his talent, his resources, and especially his time. There have been many, many times I have pressed him into DJ services whether at fundraisers or birthday parties, many a Halloween party, but especially for events at the elementary school. My favorite event was our end of year bash in the spring of 2020 right in the throes of Covid when we were trying to make school work. We piled into Scott's basement in masks and had the most awesome end of year dance party over zoom with literally hundreds of children. We sang and we danced, and we forgot that the world was turned upside down and we didn't know when it would be right side up again. Many of the families at the school didn't have much connection with the city, didn't even know there was a lake here. When Scott came to the school to DJ events, he was an ambassador for the city and knitted the city and school communities together. Thank you, Scott, for your many years of official service as a member of city council but most especially for your generosity of time and spirit. Whether you play Son of a Preacher Man or the Cupid Shuffle, you will always be my favorite DJ and one of my favorite humans."

John Pendleton, 385 Lakeshore Drive, noted it's hard to follow Lesley. He continued, "I have lived here 21 years. A few things were apparent about Scott right away. He has deep roots in Berkeley Lake and intended to serve the community. It was obvious to me from the beginning. He's been on council or BLHA the whole time I've lived here, but that's been a small fraction of the contributions he's made. Once I got to know him it became clear that Kay was the brains of the operation and that he was slavishly devoted to her. Whenever I showed up at a

get together, Scott was usually always there or was running home to get a connector and would be right back. I have an indelible image of Scott leading the July 4th parades with all those speakers bungeed to Kay's car coming down the way here. Here's the thing. Scott participates. He doesn't think government is something someone else does. What Scott knows is that we are the government ourselves. It's not a spectator sport or some abstraction or something we can make jokes at or target. He cares and rolls up his sleeves just like you - Lois, Rebecca, Chip and Barbara. And I want to thank all of you. This wonderful little city that we live in owes all of you a great debt. Since Lesley indicated that you are a great ambassador for the City, I will henceforth call you Ambassador Lee. Mr. Ambassador, thank you very much. And I've been proud to call you friend."

Spitler expressed her appreciation for Scott and Barbara and how much she enjoyed getting to know them both as partners on the city council. She continued "I didn't get to know you, Barbara, until you were on the planning and zoning commission, and I've really valued growing our friendship and getting to know you and working with you in a professional environment. Scott, you've heard it all from everyone else and ditto on all of that. I'll miss working with both of you but thank you very much."

ADJOURNMENT

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

Salter adjourned the meeting at 8:23 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, 2025**

ATTENDANCE

Mayor: Lois Salter

Council Members: Barbara Geier, Scott Lee, Chip McDaniel, and Rebecca Spitler

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

Members of the Public: 8

Members of the Press: 0

WORK SESSION

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

The work session was adjourned.

Submitted by:

Leigh Threadgill, City Clerk

City of Berkeley Lake

Budget vs. Actuals: Budget_FY25_P&L - FY25 P&L

January - November, 2025

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
100 100 General	1,418,625.57	1,272,301.00	146,324.57	111.50 %
320 320 SPLOST Income	477,603.00	1,895,652.00	-1,418,049.00	25.19 %
Total Income	\$1,896,228.57	\$3,167,953.00	\$ -1,271,724.43	59.86 %
GROSS PROFIT	\$1,896,228.57	\$3,167,953.00	\$ -1,271,724.43	59.86 %
Expenses				
1 Gen Govt	434,723.87	604,943.00	-170,219.13	71.86 %
2 Judicial	3,518.70	9,439.00	-5,920.30	37.28 %
230 ARP Act Expenses 230		0.00	0.00	
3 Public Safety	132,259.46	171,968.00	-39,708.54	76.91 %
4 Public Works	186,113.78	170,240.00	15,873.78	109.32 %
6 Culture and Recreation	11,720.39	21,990.00	-10,269.61	53.30 %
7 Housing and Development	102,751.20	238,578.00	-135,826.80	43.07 %
9000.61.1100 Xfer Out - Reserve Fund		55,142.00	-55,142.00	
SPLOST Expenses	601,229.70	1,895,653.00	-1,294,423.30	31.72 %
Total Expenses	\$1,472,317.10	\$3,167,953.00	\$ -1,695,635.90	46.48 %
NET OPERATING INCOME	\$423,911.47	\$0.00	\$423,911.47	0.00%
NET INCOME	\$423,911.47	\$0.00	\$423,911.47	0.00%

City of Berkeley Lake

Income & Expense

November 2025

	TOTAL
Income	
100 100 General	79,917.66
320 320 SPLOST Income	46,071.39
Total Income	\$125,989.05
GROSS PROFIT	\$125,989.05
Expenses	
1 Gen Govt	39,373.92
2 Judicial	70.50
3 Public Safety	11,000.44
4 Public Works	6,670.00
6 Culture and Recreation	480.00
7 Housing and Development	2,410.80
SPLOST Expenses	23,117.29
Total Expenses	\$83,122.95
NET OPERATING INCOME	\$42,866.10
NET INCOME	\$42,866.10

City of Berkeley Lake

Balance Sheet

As of November 30, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Debt Service Fund	0.00
General Fund	5,275,378.24
SPLOST Fund	1,294,246.97
Suspense 1.11.1000	0.00
Total Bank Accounts	\$6,569,625.21
Accounts Receivable	
Accounts Rec 1.11.1900.1	10,463.67
Total Accounts Receivable	\$10,463.67
Other Current Assets	
1.11.27 Grant Receivable	0.00
Accounts Rec - SPLOST 1.11.2000	44,877.17
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	1,428.95
Prepaid items 1.11.3800	4,212.00
QuickBooks Tax Holding Account	0.00
Taxes Receivable 1.11.1600	51,367.16
Undeposited Funds 1.11.1114	15,773.96
Total Other Current Assets	\$249,659.24
Total Current Assets	\$6,829,748.12
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	\$18,284,797.26

City of Berkeley Lake

Balance Sheet

As of November 30, 2025

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable 1.12.1100	36,024.49
Operating AP	0.00
SPL2005 Admin Facil- City H-AP*	0.00
SPLOST account - Suntrust-AP*	0.00
Total Accounts Payable	\$36,024.49
Credit Cards	
Anderson Credit Card (8186)	0.00
BOZEMAN, MARTY (0241)	0.00
Hiller Credit Card (8402)	43.00
Hunter Credit Card (0891)	5.07
Threadgill Credit Card (3322)	1,989.05
Wilhite Credit Card (1132)	0.00
Total Credit Cards	\$2,037.12
Other Current Liabilities	
*Sales Tax Payable	0.00
1.12.28 Bonds payable - current	0.00
Accounts Payable Accruals-L*	0.00
Accounts payable-L 1.12.1100.2	0.00
Accrued Expenses 1.12.1150	0.00
Accrued Interest Payable	0.00
Accrued Salaries 1.12.1200	0.00
Accrued SPLOST Expenses 2.12.1250	0.00
Deferred revenue 1.12.2500	15,841.27
Direct Deposit Payable	-0.01
MyGov	0.00
Payroll Liabilities	66.10
PR Tax Payable - Fed 1.12.1300	0.00
PR Tax Payable - State 1.12.1310	0.00
PTO Accrual	16,860.01
Regulatory Fees Payable	21,029.09
Retainage Payable	0.00
Total Other Current Liabilities	\$53,796.46
Total Current Liabilities	\$91,858.07

City of Berkeley Lake

Balance Sheet

As of November 30, 2025

	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	\$91,858.07
Equity	
Fund Bal Unrsvd 1.13.4220	5,247,432.43
Investmt in fixedassets 1.13.4K	11,327,229.85
Opening Bal Equity	0.00
Reserve for prepaids 1.13.4125	5,640.95
Reserved for Debt Service	0.00
Restricted for Debt Svc 1.13.4105	0.00
Restricted4CapitalProj 1.13.4155	1,322,192.78
Retained Earnings 1.13.3000	-133,468.29
Net Income	423,911.47
Total Equity	\$18,192,939.19
TOTAL LIABILITIES AND EQUITY	\$18,284,797.26



January 5, 2026

City of Berkeley Lake

4040 S. Berkeley Lake Road, NW
Berkeley Lake, Georgia 30096

Attention: Mr. Rob Hiller, City Marshal

Subject: Proposal for Visual Dam Inspection

Berkeley Lake Dam
Berkeley Lake, Georgia
Atlas Proposal No. 23197

Dear Rob:

Atlas Technical Consultants LLC (Atlas), is pleased to present this proposal to provide a visual inspection of the subject dam. Presented in the following is our qualifications, our understanding of the project, a recommended scope of work, and the cost for those services.

QUALIFICATIONS and EXPERIENCE

Atlas Technical Consultants LLC (Atlas) has considerable experience in design and construction of dams and reservoirs. Atlas provides geotechnical engineering and construction materials testing on earth, roller compacted concrete (RCC) and masonry dams as a routine part of our practice. Our geotechnical engineering on dams is widely regarded and includes the following practice areas:

- Visual Inspection
- Geotechnical Investigations
- Seepage Evaluation
- Slope Stability
- Embankment Settlement
- Construction Observations/Inspections
- Failure Investigations

Two of our senior geotechnical engineers (Michael Ballard and Jonathan Sharpe) are certified by the Georgia Safe Dams Programs as "Engineers-of-Record" for High Hazard (Category I) Dams. Messrs. Ballard and Sharpe combined have more than 50 years' experience in providing geotechnical engineering on dams in Georgia. Included in that experience are the following:

- Geotechnical engineering, construction testing or visual inspections on more than 200 dams.
- Geotechnical engineering, construction testing or visual inspections of more than 50 High Hazard Dams.
- Geotechnical engineering, construction testing on more than 15 Water Supply Reservoir dams.

Past Project Experience

- **Richland Creek Dam:** Geotechnical design and construction inspection of a 125 foot tall, 2,800 foot long Water Supply Reservoir dam.
- **Berkeley Lake Dam:** Rehabilitation of 80 foot tall High Hazard dam.
- **Grandview Dam:** Rehabilitation of 90 foot tall High Hazard dam.
- **Lake Sequoyah Dam:** Seepage and stability evaluation of a 60 foot tall High Hazard dam.
- **Edie Lake Dam:** Rehabilitation of failed 30 foot tall, 800 foot long Water Supply Reservoir High Hazard Dam.
- **Jack Turner Dam:** 70 foot tall roller compacted concrete (RCC) Water Supply Reservoir High Hazard dam.
- **Long Branch Dam:** 70 foot tall Water Supply Reservoir High Hazard dam.
- **Horton Creek Dam:** 50 foot tall Water Supply Reservoir High Hazard dam.
- **Sandy Creek Dam:** Stability and seepage study for 50 foot tall "puddle core" Water Supply Reservoir, High Hazard dam.
- **Sharpes Creek Dam:** 40 foot tall Water Supply Reservoir High Hazard dam.
- **John Briscoe Dam:** 45 foot tall Water Supply Reservoir High Hazard dam.
- **Madison Dam:** 45 foot tall Water Supply Reservoir High Hazard dam.
- **North Fulton Reservoir:** 50 foot tall Water Supply Reservoir High Hazard dam.
- **Tussahaw Dam:** 75 foot tall Water Supply Reservoir High Hazard dam.
- **Griffin Regional Reservoir:** 90 foot tall Water Supply Reservoir High Hazard dam.
- **Upper Towaliga River Reservoir:** 55 foot tall Water Supply Reservoir High Hazard dam.
- **River Green Dam:** 50 foot tall, High Hazard dam.
- **Lake Petit Dam:** Seepage and stability study of 125 foot tall High Hazard dam.
- **Houston Lake Dam:** Rehabilitation of failed 25 foot tall, 1,100 foot long High Hazard dam.
- **Lake Buckhorn Dam:** On-site QA/QC for 50 foot high, 2,500 foot long RCC dam, Wilson, North Carolina.
- **Lake Tholocco Dam:** On-site QA/QC for 1,500 foot long RCC overtopping spillway, Ft. Rucker, Alabama.
- **Stone Mountain Dam:** Seepage study for 66 foot tall High Hazard dam.
- **Lake Spivey Dam:** Seepage evaluation and spillway improvements for 65 foot tall High Hazard Dam.

PROJECT INFORMATION

Berkeley Lake Dam is an earthen embankment located on North Berkeley Lake Road in Berkeley Lake, Georgia and is owned by the City. The dam is about 900 feet long, 80 feet tall, and impounds an approximately 88-acre lake at normal pool. Atlas (then Piedmont Geotechnical) was retained by the City to provide the geotechnical engineering evaluation of this dam after significant storm damage around September 2009. After completing the subsurface exploration, we assisted Clark Patterson Lee (CPL) during the repair design phase of this project, provided construction monitoring services to the City during the construction phase and performed initial post-construction monitoring during initial reservoir re-filling. Upgrades to the dam as part of the rehabilitation include a new internal drain system, new siphon system and flattened downstream slope configuration. Mr. Sharpe was the field engineer performing the construction monitoring throughout the rehabilitation construction and has performed the subsequent visual inspections, thereafter.

GOVERNING RULES FOR DAMS

As a result of the failure of Kelly-Barnes dam in Toccoa, Georgia the Georgia General Assembly passed the Safe Dams Act in 1978. This act has several amendments over the last 48 years. The regulation of dams within the state of Georgia is the responsibility of the Safe Dams Program within the Georgia Environmental Protection Division. According to the Rules for Dam Safety, a dam is defined as a water impounding structure with a height of at least 25 feet, and/or maximum impoundment volume of at least 100 acre-feet. If the structure is defined as a "dam" under the law, then the dam can be classified as either a Category I (High Hazard) or Category II. A Category I dam is so classified based on an analysis that a failure of the dam would result in a probable loss of human life. If a failure of that dam would not likely result in a probable loss of human life, then the dam is typically classified as Category II. Dams which fail to meet both the height and volume criteria stated above, even if their failure would result in a probable loss of life, are considered "exempt" from the overview of the Georgia Safe Dams Program. The Georgia Safe Dams Act and Rules for Dam Safety covers the design, operation and maintenance of dams which are classified as Category I (High Hazard). The Georgia Safe Dams Program does not directly regulate dams classified as Category II or "exempt". However, dams classified as Category II may be re-classified to Category I if a residence or other occupied structure is later constructed downstream of the dam and which would be impacted by a dam failure.

As required by the current GSDP rules, a professional engineer must inspect the dam at least every two years, unless a waiver is issued by GSDP allowing for inspections to be spaced to every 4 years. Quarterly inspections can be performed by non-engineering representatives of the owner, if desired, and reporting provided annual basis. Atlas is prepared to provide inspections at your request.

RECOMMENDED SCOPE OF WORK

The dam inspection will be carried out by one of our GSDP Engineers of Record (EOR). Prior to the inspection, the engineer will coordinate with you the site conditions so that the inspections can be performed during a period of extended dry weather. The engineer will reconnoiter the dam by methodically traversing the dam crest, upstream slope above the normal pool surface and downstream slope and toe. During this inspection, the engineer will visually observe the exterior of the dam, including exposed spillway structures, and specifically look for physical features such as cracks/holes/voids, miss-

alignment of crest and slopes, settlement, animal burrows, uncontrolled seepage, unsuitable vegetation, etc. that will allow a professional engineering opinion of the current condition and performance of the dam and appurtenances to be formulated. Should observation wells or other instrumentation be present, they will be measured, if applicable. This particular dam has seepage drain outlet pipes that exit inside a cast-in-place concrete box structure at the toe of the downstream slope, adjacent to North Berkeley Lake Road. The drain outlets are accessible through the entry hatch in the top of the structure. Due to the confined space requirements of entering this structure, we will attempt to measure the drains from the top and will not be entering the structure. Reporting will follow established GSDP minimum requirements and include color photographs of the condition of the dam for historical comparison.

ESTIMATE OF COST AND SCHEDULE

The cost to perform the visual site evaluation, measure instrumentation, and prepare an engineering report will be \$3,200.00. Should our visual evaluation indicate that the dam should be evaluated by subsurface exploration techniques, those recommendations would be made at that time. Therefore, the recommendations provided as a basis of this scope of work are limited to those which can be observed visually.

CLOSURE

Atlas Technical Consultants LLC sincerely appreciates the opportunity to provide this proposal. If your review of this proposal is acceptable, please execute and return one copy of the attached Agreement for Services. The Agreement, and Terms and Conditions attached, will serve as our contract. Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Sincerely,

Atlas Technical Consultants LLC



Jonathan P. Sharpe, P.E.
Senior Geotechnical Engineer
GSDP Engineer of Record

Attachments

GEOTECHNICAL DESIGN SERVICES

Unit Rate Fee Schedule

PROJECT NAME: Berkeley Lake Dam – Visual Evaluation

LOCATION: Berkeley Lake, Gwinnett County, Georgia

DATE: January 5, 2026

PROPOSAL NUMBER: 23197

ACTIVITY

UNIT RATE

I. ENGINEERING CONSULTING SERVICES

A. Senior Project Engineer, per hour	\$185.00
B. Project Engineer, per hour	\$145.00
C. Field Engineer, per hour	\$125.00
D. Word Processing, per hour	No Charge
E. Transportation, per mile	\$ 0.75
F. Other Expenses	actual cost plus 15%



This AGREEMENT is made this _____ day of _____, 20____, by and between _____ its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at _____ and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at _____.

Whereas, CLIENT intends to employ ATLAS to provide [type of work to be performed + project name/location + proposal number] (hereinafter referred to as "Services");

Whereas, ATLAS desires to contract with CLIENT and perform such Services and CLIENT desires to accept such Services;

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: Jonathan P. Sharpe, P.E.

CLIENT: _____

PROPOSAL NUMBER/DATE: 23197 – January 5, 2026

1. SERVICES TO BE PERFORMED ATLAS shall perform the Services as described in the Proposal referenced above and incorporated into this Agreement by reference. The Proposal describes the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services, when CLIENT indicates its acceptance by signing this Agreement or, if not practical because of timing or other constraints, by e-mail to ATLAS. The Proposal, this Agreement and any attachments pertaining thereto shall comprise the Contract Document.

2. ADDITIONAL SERVICES If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.

3. COMPENSATION CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon

completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third-party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. PREVAILING WAGE It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.

5. EXPENSES Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.

6. INSURANCE ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:

- | | | |
|----|---|-------------|
| a. | Workers' Compensation (statutory) | |
| | Employer's Liability | |
| | Each accident | \$1,000,000 |
| | Disease – Each Employee | \$1,000,000 |
| | Disease – Policy Limit | \$1,000,000 |
| b. | Commercial General Liability | |
| | Each Occurrence | \$1,000,000 |
| | Personal and Advertising Injury | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products and Completed Operations Aggregate | \$2,000,000 |
| c. | Commercial Automobile Liability | |
| | Combined Single Limit | \$1,000,000 |

d.	Errors and Omissions / Professional Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000
e.	Contractor's Pollution Liability	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

7. OBLIGATIONS OF CLIENT CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.

8. STANDARD OF CARE ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees, or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. LIMITATIONS OF METHOD RELIABILITY The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.

10. CONTROL OF WORK AND JOB-SITE SAFETY ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their

responsibilities to perform the work.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.

12. INTERPRETATION OF DATA ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.

13. THIRD-PARTY INFORMATION ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

14. SITE ACCESS CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. ENGINEERING AND CONSTRUCTION SERVICES If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.

16. OPINIONS OF COSTS ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.

17. UTILITIES Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third-party's failure to mark, protect or advise ATLAS of underground structures or utilities.

18. ROOF CUTS Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.

19. SAMPLES AND EQUIPMENT Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. HAZARDOUS CONDITIONS OR SUBSTANCES The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance, or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third-party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS 's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether it shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third-party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third-party.

28. CONFIDENTIALITY ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third-party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information.

29. THIRD-PARTY CLAIMS CLIENT agrees to pay ATLAS 's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third-party or a regulatory agency asserts against

ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third-party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.

30. SUBPOENAS The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.

31. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

32. ASSIGNMENT Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

33. FORCE MAJEURE Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

34. NOTICES All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement, unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.

35. DISPUTE RESOLUTION In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

36. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall

not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third-party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

37. COUNTERPARTS; ELECTRONIC SIGNATURES This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

3000 Northfield Place, Suite 1100
Roswell, Georgia 30076

CLIENT: _____

Address: _____

BY: _____

BY: _____

(Person authorized to execute contracts)

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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, or soliciting any gift or favor, from persons regulated by 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 -2026

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	Meredith Lipson
City Building Inspector	Craig Lokey
Municipal Judge	Charles Barrett
Pro Hac Vice Judge	Margaret Washburn
Planning & Zoning Commissioner	Rand Kirkus
City Engineer	Greg Sistrunk
Georgia Piedmont Land Trust Board Member	Rebecca Spitler

Neighborhood Liaisons

Berkeley Walk and Berkeley Commons	Bill Lacy
Berkeley Field and Commercial Areas	Bill Lyons
BLHA and River Mansions	Chip McDaniel
Miramont and Hermitage Plantation	Rebecca Spitler
River District and Habersham on the River	Skip Dahlstrom

Committees

Berkeley Lake Conservancy (BLC)

Margaret Bergeron - Chair
Matt Bingham
Kelli Clay
Gene Hutchinson
Jo Jagor
Amy Waldheim
Rebecca Spitler - Liaison

Arts

Chris Kimberley - Chair
Greta Agnew
Anne Carpenter
Alan Lankford
Jason Ouimette
Carol Seitz
Chip McDaniel - Liaison

Financial Affairs

John Pendleton – Chair
Calvin Grier
Dorris Hollingsworth
Dick LoPresti
Steven Rea
Kathy Sanders
John Small
Bill Lacy - Liaison

MEMO

To: Mayor and Council

From: Leigh Threadgill

Date: January 8, 2026

Re: Fee Schedule Amendment

The proposed fee schedule revisions are as follows:

- Increase in occupation tax certificate administrative fee from \$52 to \$75.
 - Proposed increase is to offset software costs and staff time assisting applicants. Many of the city's businesses only pay the administrative fee because they are either home-based or have two or fewer FTE's.
- Increase in building permit fees based on HB 461 that allows construction cost to be a basis for fees in new construction/addition projects as well as major renovation projects (\$75,000 and up). However, minor renovations (less than \$75,000) can't be assessed fees calculated on construction cost.
 - Proposed changes don't change the fee assessment for new construction/additions/major renovations.
 - However, minor renovation fees are now a flat fee of \$350 as opposed to a construction-cost based fee calculation. Formerly, the maximum minor renovation fee based on construction cost would be \$575, and the minimum would be \$100. The proposed change is close to the mid-point.
- Increase in duplicate/replacement certificate of occupancy or certificate of completion from \$25 to \$50 and increase in safety inspections from \$75 to \$100 at the recommendation of the building inspector.
- Increase in trade permit fees per the redlined fee schedule.
 - Proposed changes streamline fees and increase fees based on inflation and input from inspector due to costs incurred to perform inspection services.
- Increase in temporary sign permit fees from \$25 to \$50 to cover staff administrative and enforcement costs relative to temporary signs.
- Increase in zoning certification letter fees to cover administrative costs.
 - Residential property zoning certification letters increase from \$10 to \$35
 - Nonresidential property zoning certification letters increase from \$35 to \$50



SCHEDULE OF FEES

I. ADMINISTRATIVE FEES

A. Occupational Tax Administrative Fee	\$5275
B. Home Occupational Tax Administrative Fee	\$5275
C. Copies	\$0.10/page
D. Cell Tower Lease Application Fee	\$250
E. Small Wireless Facility Annual ROW Occupancy Fee	
1. On Existing or Replacement Pole	\$100/facility
2. On New Pole	\$200/facility

II. ALCOHOLIC BEVERAGE SALES, MASSAGE THERAPY AND OTHER BUSINESS LICENSING OR PERMITS

A. License permitting the sale of alcoholic beverages for on-premise consumption	\$3,500
B. License permitting the sale of malt beverages and wine only, for on-premise consumption	\$1,000
C. License permitting the sale of wine only for on-premise consumption	\$500
D. License permitting the sale of malt beverages only for on-premise consumption	\$500
E. License permitting incidental sale of beer or wine for on-premise consumption	\$250
F. License permitting the manufacture, distribution, wholesale or retail package sales of alcoholic beverages	\$6,000
G. License permitting the manufacture, distribution, wholesale or retail package sales of distilled spirits only	\$5,000
H. License permitting the manufacture, distribution, wholesale or retail package sales of malt beverages and wine only	\$1,000
I. License permitting the manufacture, distribution, wholesale or retail package sales of wine only	\$500
J. License permitting the manufacture, distribution, wholesale or retail package sales of malt beverages only	\$500
K. License permitting catering of malt beverages and wine only (with B)	\$100

L.	License permitting catering of malt beverages, wine and distilled spirits (with A)	\$350
M.	License permitting Massage Therapy Business	\$1,000
N.	Alcohol License or Massage Therapy Business License Application Fee	\$200
O.	Door-to-door Sales and Soliciting Permit	\$75
P.	Media Production Permit Application	\$350
Q.	Media Production Permit Extension	\$150
R.	Media Production Permit Daily Use: Residential	\$5,000/day – filming \$2,500/day – prep and strike
S.	Media Production Permit Daily Use: Non-residential	\$50/day or \$800/30 days
T.	Mobile Food Unit Permit	\$50

III. BUILDING PLAN REVIEW FEES

A.	Residential Plan Review Fees	
1.	New residence < 3,000 sq. ft	\$100
2.	New residence > 3,000 sq. ft.	\$150
3.	Additions/Renovations/Accessory Bldgs <\$10,000 construction cost	\$50
4.	Additions/Renovations/Accessory Bldgs >\$10,000 construction cost	\$100
B.	Commercial Plan Review Fees	
1.	Commercial < \$50,000 construction cost	\$100
2.	Commercial \$50,000 to \$250,000 construction cost	\$150
3.	Commercial \$250,000 to \$500,000 construction cost	\$250
4.	Commercial > \$500,000 construction cost	\$500
C.	Cellular Towers	
1.	New Ground Tower	\$750
2.	New rooftop Mounted Tower	\$750
3.	Co-locating on existing tower	\$375

D. All Types	
Required external engineering services	Cost plus 10%

~~E. Solar Panel Installation \$100~~

IV. BUILDING PERMIT FEES

A. Residential Building Permit Fees <u>New Construction/Additions (\$100 minimum fee)</u>	<u>\$50 + \$7/\$1,000 construction cost as calculated using current ICC Building Valuation Data (\$100 minimum fee)</u>
1. Permit for Single or Two Family Residences and Accessory Buildings or Structures—new	<u>\$50 + \$7/\$1,000 construction cost as calculated using current ICC Building Valuation Data</u>
B. 2. Residential additions/a <u>Alterations/renovations – Major (projects valued at \$75,000 or more)</u>	<u>\$50 + \$7/\$1,000 construction contract price (\$100 minimum fee)</u>
C. <u>Alterations/renovations – Minor (projects valued at less than \$75,000)</u>	<u>\$350 (inclusive of C.O.)</u>
D. 3. Certificate of Occupancy/Completion – duplicate or replacement	<u>\$25</u> <u>50</u>
E. 4. Safety or Special Inspections	<u>\$75</u> <u>100</u>
B. Commercial Building Permit Fees (\$100 minimum fee)	
1. Permit for Commercial Building (including interior finish)	<u>\$50 + \$7/\$1000 construction cost as calculated using current ICC Building Valuation Data</u>
2. Commercial alteration/renovation	<u>\$50 + \$7/\$1,000 construction contract price</u>
3. Safety Inspection	<u>\$75</u>
4. Certificate of Completion—duplicate or replacement	<u>\$50</u>

5. Certificate of Occupancy—duplicate or replacement	\$50
---	-----------------

FE. Cellular Towers and Antennas/Small Wireless Facilities

- | | |
|--|---------|
| 1. New Tower/Ground mounted | \$750 |
| 2. Rooftop Tower | \$375 |
| 3. Co-locating on existing tower | \$375 |
| 4. Small Wireless Facility Application Fee – existing pole | \$100 |
| 5. Small Wireless Facility Application – replacement pole | \$250 |
| 6. Small Wireless Facility Application – new pole | \$1,000 |

DG. Miscellaneous

- | | |
|--|---|
| 1. Temporary Construction/Sales Office | \$100 |
| 2. Replacement Permit Card | \$25 |
| 3. Re-permit Fee (if work not complete within 12 months) | Re-permit the job based on work remaining (\$100 minimum) |
| 4. Re-inspection Fee | \$75 for 1 st , \$125 for each additional inspection |
| 5. Swimming Pool | \$50 + \$7/\$1,000 construction contract price (\$100 minimum) |
| 6. Retaining Wall (over 4-feet tall) | \$7/\$1,000 construction contract price (\$100 minimum) |
| 7. Demolition | \$50 + \$5/\$1000 of demolition cost (\$100 minimum) |

HE. HVAC Permits ~~(\$50 minimum fee for either Heat or Air; \$100 minimum fee for both Heat and Air)~~ \$100/system added, replaced or altered

- ~~1. For each heating system:~~

Btu Input

	0 to 300,000	\$50
	301,001 to 1,000,000	\$100
	1,000,001 and greater	\$200
2.	For each air conditioning and refrigeration system:	
	<u>Compressor tonnage or horsepower</u>	
	1 to 10	\$50
	11 to 30	\$100
	31 and greater	\$200
3.	For each vent hood installation, fan, or fireplace	\$50
<u>J.F.</u>	Plumbing Permits (\$50 minimum fee)	<u>\$100</u>
1.	for each fixture installation (new or replacement), plugged fixture opening or water heater installation	\$50 + \$5 per fixture
2.	for each building, sewer, water service, water distribution installation, or gas piping installation	\$50
3.	for building sprinkler system installation	\$50 + \$0.50 for each sprinkler head
4.	for each lawn sprinkler system	\$50
<u>J.G.</u>	Electrical Permits (\$50 minimum fee)	<u>\$150</u>
1.	for new or replacement electric service	\$50 + \$5 per circuit breaker
2.	for new or replacement of receptacles, switches and lights	\$50 + \$5 per item
3.	for each oven, range, water heater, clothes dryer, dishwasher, disposal, furnace, air conditioner, fan or other appliance	\$50 + \$5 per appliance
<u>K.</u>	<u>Solar Panel Installation</u>	<u>\$200</u>
4.	for solar panel installation	\$200

V. Sign Permit Fees

A.	Plan Review	\$50
----	-------------	------

B.	Wall or Monument Sign Permit	\$100
C.	Temporary Sign	\$25 <u>50</u>

VI. Land Disturbance Permit Fees

A.	Clearing /Grubbing and/or Grading	\$100 per disturbed acre or portion thereof
----	-----------------------------------	---

VII. Development Plan Review Fees

A.	Single Family Residential Plan Review	
1.	Preliminary Plat Plan Review (1 st and 2 nd review)	\$1,100 plus \$17/lot
2.	Final Plat Plan Review	\$1,000
3.	Exemption Plat Plan Review	\$80/lot
B.	Non-Residential/Multi-Family Plan Review	
1.	Multi-family Residential (1 st and 2 nd review)	\$1,100 plus \$17/unit
2.	Site/Development Plan Review – 5 acres or less (1 st and 2 nd review)	\$1,350
3.	Site/Development Plan Review – over 5 acres (1 st and 2 nd review)	\$1,350 plus \$40/each acre over 5
4.	Site/Development Plan Review (3 rd or more)	\$450 each
5.	Multi-family or Non-residential Final Plat Review	\$1,000
6.	Exemption Plat Review	\$140/lot
7.	Additional engineering services	Cost plus 10%
C.	Miscellaneous Plan Review	
1.	Minor Review (Clearing, Clearing & Grubbing, Grading, River Corridor)	\$400
2.	Plat / Plan Revisions	50% of Original Fee
3.	New Cell Tower	\$750

VIII. Development Permit Fees

A.	Single-Family Residential Subdivision	\$50/lot
B.	Multi-Family Residential Development	\$40/unit

C.	Non-Residential Development	\$150/disturbed acre
D.	New Cell Tower	\$375

IX. Rezoning / Special Use Permit Application Fees

A.	Non-residential (Office, Retail, Industrial or Multi-family Request)	
1.	Less than 10 acres	\$1000
2.	10 acres or more	\$1500 + \$50/ add'l acre
B.	Single-family Residential Request (R-100, RA-101)	
1.	Less than 10 acres	\$750
2.	10 acres or more	\$1250 + \$50/add'l acre
C.	Change of Conditions	Same as Rezoning Fee

X. Variance Application Fees

A.	Administrative Variance	\$150
B.	Variance before the Planning & Zoning Commission	\$450

XI. Other Miscellaneous Fees

A.	Special Exception	\$200
B.	Annexation Petition	No Fee
C.	Ordinance Text Amendment	\$200
D.	Appeal of Administrative or P&Z Decision	No Fee
E.	Right-of-Way Permit	\$50
F.	Zoning Verification letter – residential	\$1035
G.	Zoning Verification letter – non-residential	\$3550
H.	Tree Removal Permit Application	\$50
I.	Tree Density Unit Recompense	\$400/TDU
J.	Driveway Permit	\$100