

**CITY OF PINE LAKE  
AGENDA  
MAY 14, 2018  
7:00 PM**

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Call to order  
Pledge of Allegiance

Announcements/Communication  
Adoption of Agenda  
Public Comments

**CONSENT AGENDA**

All matters listed under this item are routine or have been previously discussed by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- Approval of meeting minutes from 04/24/18

**OLD BUSINESS**

- Resolution designating Pine Lake as a Bee City
- Summer Use of Public Spaces
- Policy for 4<sup>th</sup> of July
- Adoption of 2018 Beach Rules

**NEW BUSINESS**

- Katherine Moore, Georgia Conservancy
- Approval of Intergovernmental Agreement for the Distribution of Homestead Option Sales Tax (HOST) Proceeds and Equalized Homestead Option Sales Tax (EHOST) Proceeds
- Review of Project List

Staff Reports:

- Public Safety
- Public Works
- City Attorney

Public Comments  
Mayor's Comments  
Council Comment  
Adjournment

**CITY OF PINE LAKE  
CITY COUNCIL MEETING MINUTES  
APRIL 24, 2018  
7:00 PM**

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**Call to order**

The meeting was called to order at 7:00 pm by Mayor Melanie Hammet. Also present were Council members Jean Bordeaux, Kris Casariego, Brandy Hall, Megan Pulsts and August Woods. Staff present was Chief of Police Sarai Y'Hudah Green and City Administrator Valerie Caldwell.

**Pledge of Allegiance** was led by Mayor Hammet.

**Announcements/Communication**

**Casariego**

- Announced that there are is a draft of new park/beach signs rules and stated the May 1<sup>st</sup> Public Spaces Work Group meeting will be discussion and continue the listening session for next steps.
- Announced that M. A. P. at the Public Works Art Wall prior to tonight's meeting and have one submission of art for the wall. Wanda Cooley is coordinating the opening exhibition day for June 16<sup>th</sup>.
- Communicated that research is in the works for additional social media for the city and consideration for building a city email to reach more residents.

**Woods**

- Announced that she spoke with Robbie Bowen, Programmer with the Department of Natural Resources regarding restocking and management strategy on issues at the lake. He will make a site visit and attend meeting to report to council on his findings. She also said that there will be a fish count and signs will be placed.

**Bordeaux**

- Announced that progress is being made on redoing the tables at the Beach House. She communicated that Susan and Mike Townower donated the map top table that will be refurbished and mounted on the wall in the courthouse. P.L.A.I.N. will donate up to \$300 towards the purchase of new tables.

**Hammet**

- Announced that she, Woods, Sara Parson, and Hall attended a meeting at Agnes Scott College regarding a project curriculum in of Fall 2018 with students working with the city.
- Announced that Eran Socher is co-sponsor Public Works Art at Public Works purchased and donated five British Phone Booths to the city to be refurbished and turned into city public libraries. The booths will be different colors representing books within and will also act as solar power recharging stations.
- Communicated that she had lunch with DMA's Bill Floyd to discuss annexation, strategy and mapping and about the 13 acres that is available for development.

- Communicated that Dan Reuter, Atlanta Regional Commission would be the next step for annexation. He is assisting with the mapping process and commercial district. Hall is working on an informational tri-fold for the thirteen (13) acres that is available for development.
- Mayor Hammet communicated that Ted Baggett will be working on next steps and will advocate in collection action items.

### **Casariego**

- Recommended naming the libraries as Pine Lake Pocket Libraries (PLPL).

### **Adoption of Agenda**

Motion by Hall to adopt the agenda with the inclusion of the items contained in the supplemental packet, second by Pulsts 5-0 [Additional items (a) discussion of proposed use of beach house for summer community picnics requested by Bordeaux; (b) discussion of ARC Sustainable Internship Program requested by Bordeaux; (c) Discussion of Solar Inquiry Request for Information by Southern View.

### **Public Comments**

There were not any comments.

### **CONSENT AGENDA**

- Approval of meeting minutes from 04/09/18

The minutes were unanimously approved on motion by Pulsts and seconded by Woods.

### **OLD BUSINESS**

- Status of Bee City Designation-

There was no action taken and this item will be placed on the 05/14/18 agenda.

### **NEW BUSINESS**

- Appointments to Stewards of Environmental Education and Design (SEED) Panel –

The Mayor appointed the following panel members: Susan Edwards (Chair); Aaron Pincus, Irene Turner, Jo Kowalski and Jennifer Bridges

### **Additional Items-**

**Proposal to make the beach house available for use in conjunction with the summer picnics held on Memorial Day, July 4<sup>th</sup> and Labor Day.** Greg Creech and Tom Ramsey will assist with the Memorial Day picnic. There have been people unhappy about the number of flies and to have the food in the beach house as they are not rented on those days. The city will provide the venue and cleaning. The proposal unanimously approved on motion by Pulsts and seconded by Casariego.

### **Atlanta Regional Commission Sustainable Connections Internship Program**

Pulsts motioned to move forward with an application for an unpaid intern (to work on Tree Ordinance), seconded by Bordeaux and unanimously approved.

### **Solar Inquiry Request for Information**

There was not any formal action taken on this item. Hall is to provide company with information on city facilities so that it can be determined if proposal is feasible for the city to pursue.

**Public Comments**

There were not any comments.

Chief Green thanked all for the help given for the Annual Senior Yard Sale last month and said that monies raised will be used to off-set fees for senior events.

Green announced that last week she and employees of the police department participated in a law enforcement tactics conference. Some of the training was man tracking, escape convicts and hostage rescue.

**Mayor's Comments**

Mayor thanked Chief and the Police Department for all that they do for keeping the city safe. She also asked for monthly departmental reports to be placed on the first of the month agenda.

**Council Comment**

There were not any council comments.

**Adjournment** at 8:15 upon motion by Pulsts and 2<sup>nd</sup> by Bordeaux

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Missye Varner, Administrative Assistant

CITY OF PINE LAKE  
STATE OF GEORGIA

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PINE LAKE TO PARTICIPATE IN THE BEE CITY USA PROGRAM; TO FURTHER THE ENVIRONMENTAL COMMITMENT OF THE CITY; AND FOR OTHER PURPOSES.**

**WHEREAS**, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of 90 percent of the world's wild plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

**WHEREAS**, due in part to the tremendous diversity of wild native bees, along with the honey bees that were brought to the United States from Europe in the 1700's, we have very diverse dietary choices rich in fruits, nuts, vegetables and even dairy products—one in every three bites of food we eat is courtesy of insect pollination; and

**WHEREAS**, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local nurseries and growers; and

**WHEREAS**, ideal pollinator-friendly habitat:

Provides diverse and abundant nectar and pollen from plants blooming in succession throughout the growing season;

Provides water for drinking, nest-building, cooling, diluting stored honey, and butterfly puddling;

Provides undisturbed spaces (leaf and brush piles, un-mowed fields or field margins, fallen trees and other dead wood) for nesting and overwintering for wild pollinators;

Is pesticide-free or has pesticide use carried out with the least ill effects on pollinators;

Is comprised of mostly, if not all, native species of annual and perennial forbs, grasses, vines, shrubs, and trees in landscapes because many wild pollinators prefer to depend on the native plants with which they co-adapted;

Includes, where possible, designated pollinator zones in public spaces with signage to educate the public and build awareness; and

Provides for safe and humane removal of honey bees when required.

**WHEREAS**, supporting pollinators fosters environmental awareness and sustainability, and increases interactions among community stewards, backyard beekeepers, farmers, children, educators, Master Gardeners, local businesses, faith-based organizations and nature related organizations; and

**WHEREAS**, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the

City of Pine Lake wishes to support and encourage pollinator habitat creation and enhancement on both public and private land; and

**WHEREAS**, the City of Pine Lake seeks to become certified as a BEE CITY USA community because:

The city upholds its natural spaces and is committed to protecting healthy water, thriving wetlands and forest spaces;

We value creating and maintaining healthy habitats for local wildlife.

We work to be a beacon of sustainability for the State of Georgia throughout empowering our beekeepers, gardeners, urban farmers, children's nature schools and programs, and visitors to learn about and enjoy our natural habitats.

Our city is recognized for its environmental stewardship.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Pine Lake:

**Section 1.** The Mayor and Council of the City of Pine Lake hereby seeks designation as a BEE CITY USA.

**Section 2.** The Mayor shall designate a Council Member to serve as the BEE CITY USA liaison and shall appoint a citizens' committee to study and develop recommendations for the City to enhance its environmental stewardship as it relates to bee habitat and preservation.

**Section 3.** The citizens' committee shall also perform the following duties:

- a. **Celebration:** Annually celebrate National Pollinator Week (third full week of June) or some other appropriate occasion with educational events, pollinator habitat plantings or restoration, or promotions that showcase the City's commitment to enhancing pollinator health and habitat.
- b. **Recommendations:** Recommend to the Mayor and Council a policy to be incorporated into the City's Comprehensive Plan at the next scheduled update interval acknowledging and committing the City to the BEE CITY USA designation.
- c. **Habitat:** Develop and recommend for Council approval a program designed to create or expand pollinator-friendly habitat, which can include, but is not limited to:
  1. Identification and inventory of real property within the City that can be enhanced with pollinator-friendly plantings.
  2. Create a recommended local native species list to include forbs, grasses, shrubs, and trees and a list of local suppliers for those species.
  3. Create a least toxic integrated pesticide management plan.
  4. Disseminate informational and educational materials to the public.
  5. Track annual area of pollinator habitat created or enhanced by square footage and/or acreage.
- d. **Plan review:** Review the Bee City Plan and other relevant documents for pesticide management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator friendly plantings, and consider other appropriate measures for recommendation to the Mayor and Council.

**Section 4.** The Mayor and Council shall:

- a. Publicity and information: Install and maintain at least one authorized BEE CITY USA Street sign in a prominent location, and create and maintain a website link on the City's website to the BEE CITY USA website, including a copy of this resolution and provide contact information for the City's BEE CITY USA liaison, contact information for the citizens' committee, and copies of reports of the pollinator-friendly activities the community has accomplished the previous year.
- b. Proclamations: Issue periodic proclamations regarding National Pollinator Week and other events of community interest that support pollinator-friendly activities within the community.
- c. Plan review: Review recommendations received from the citizens' committee for amendments to City planning documents and policies.
- d. Renewal: After completing the first full year as a BEE CITY USA affiliate, consider reapplication for successive years, including reports of the previous year's BEE CITY USA activities.

So **RESOLVED**, this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF PINE LAKE**

\_\_\_\_\_  
MELANIE HAMMET, MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



# DeKalb County Government

Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

## Agenda Item

File ID: 2018-2053

Substitute

5/8/2018

Public Hearing: YES  NO

Department: Executive Assistant - Chief Operating Office

### SUBJECT:

Commission District(s): All Commission Districts

Intergovernmental Agreement for the Distribution of Homestead Option Sales Tax Proceeds and Equalized Homestead Option Sales Tax Proceeds

Information Contact: Zachary L. Williams, Executive Assistant/Chief Operating Officer

Phone Number: 404-371-2174

### PURPOSE:

To consider approval of an intergovernmental agreement with the Cities related to the distribution of homestead option sales and use tax (HOST) proceeds and equalized homestead option sales tax proceeds (EHOST).

### NEED/IMPACT:

This intergovernmental agreement provides the specific amount of capital outlay proceeds (equalization payments) to be distributed to each City and the County from 2018 HOST proceeds and provides a method for the distribution of EHOST proceeds between the County and Cities. Approval of the attached intergovernmental agreement promotes the health safety and welfare of the citizens of DeKalb County.

### FISCAL IMPACT:

A portion of HOST proceeds collected in 2018 shall be distributed to the County and used toward funding County capital outlay projects. One hundred percent of EHOST proceeds distributed to the County will be used to reduce ad valorem property tax millage rates.

### RECOMMENDATION:

(1) Adopt and approve the attached intergovernmental agreement in substantially final form; (2) authorize the Interim County Attorney to prepare final execution copies of the intergovernmental agreement for signature by the various parties; and (3) authorize the Chief Executive Officer to execute all necessary documents.



**INTERGOVERNMENTAL AGREEMENT FOR THE 2018 DISTRIBUTION  
OF HOMESTEAD OPTION SALES TAX PROCEEDS AND EQUALIZED  
HOMESTEAD OPTION SALES TAX PROCEEDS**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the "County"), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the "Municipalities" and, individually, as the context requires, "Municipality").

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement consist of the County and the Municipalities;

**WHEREAS**, pursuant to O.C.G.A. § 48-8-109.1 *et seq.* (the "Act"), a referendum election was held in DeKalb County, Georgia on November 7, 2017 in which voters approved suspending the one percent Homestead Option Sales and Use Tax ("HOST") and replacing the tax with a one percent Equalized Homestead Option Sales and Use Tax ("EHOST"), for the purpose of applying one-hundred percent of the proceeds collected from EHOST toward reducing ad valorem property tax millage rates within the County and Municipalities;

**WHEREAS**, pursuant to the Act, HOST is levied in DeKalb County until April 1, 2018, at which time EHOST becomes effective;

**WHEREAS**, the Act does not provide a method for the distribution of HOST and EHOST proceeds during partial years;

**WHEREAS**, the State Revenue Commissioner for the Georgia Department of Revenue ("Revenue Commissioner") collected HOST proceeds within DeKalb County from January 1, 2018 through March 31, 2018 ("2018 HOST Proceeds") and disbursed the 2018 HOST Proceeds to the County governing authority;

**WHEREAS**, the County and the Municipalities have agreed on an equalization amount to be paid by the County to the governing authority of each Municipality from the 2018 HOST Proceeds and also agreed on a method to calculate the total homestead exemption provided in 2018 for all homestead properties in DeKalb County;

**WHEREAS**, the County and the Municipalities have reviewed the applicable law and agreed upon a method to request the Revenue Commissioner to disburse proceeds collected from EHOST during 2018;

**WHEREAS**, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia and O.C.G.A. § 48-8-104(c)(2); and

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

**Section 1. Representations and Mutual Covenants**

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
  - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
  - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of the County.
  
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
  - (i) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
  - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
  - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
  - (iv) The Municipality is located in part or entirely within the geographic boundaries of the special tax district created in the County.
  
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.*
  
- (D) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of HOST and EHOST proceeds.

**Section 2. Conditions Precedent**

The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the collection of both the HOST and EHOST taxes by the Revenue

Commissioner and transferring same to the County and Municipalities in conformity with this Agreement and the applicable provisions of O.C.G.A. § 48-8-100 *et seq.* and O.C.G.A. § 48-8-109.1 *et seq.*

**Section 3. 2018 HOST Equalization Payments**

- (A) The parties acknowledge that the Revenue Commissioner disbursed all 2018 HOST Proceeds to the County.
- (B) The parties acknowledge and agree, in accordance with O.C.G.A. § 48-8-104, that the parties are required to utilize a portion of the 2018 HOST proceeds to fund capital outlay projects.
- (C) The parties expressly agree that the total amounts due each Municipality for capital outlay projects (“Equalization Payments”) from the 2018 HOST Proceeds are reflected in the table below:

City	Equalization Payments
Avondale Estates	\$ 131,445.12
Brookhaven	\$ 1,631,932.97
Chamblee	\$ 313,285.45
Clarkston	\$ 18,591.05
Decatur	\$ 1,162,248.60
Doraville	\$ 65,971.98
Dunwoody	\$ 1,476,947.03
Lithonia	\$ 3,747.14
Pine Lake	\$ 8,771.95
Stone Mountain	\$ 24,160.85
Stonecrest	\$ 52,045.71
Tucker	\$ 102,739.58

- (D) The County shall remit each respective Equalization Payment above to the Municipalities within 30 days of the execution of this Agreement.
- (E) The parties agree that the County shall retain that portion of the 2018 HOST Proceeds dedicated toward capital outlay projects remaining after the above Equalization Payments are remitted to the Municipalities.
- (F) The parties agree, upon remittance of the above Equalization Payments to the Municipalities by the County, that all 2018 HOST Proceeds are properly disbursed and distributed in accordance with O.C.G.A. §§ 48-8-100 *et seq.* and 48-8-109.1 *et seq.* and that no further 2018 HOST Proceeds are due and owing to any party to this Agreement.

**Section 4. Distribution of 2018 EHOST Proceeds**

- (A) The parties agree, in accordance with O.C.G.A. § 48-8-109.5, that EHOST proceeds collected by the Revenue Commissioner shall be disbursed as follows:
  - (i) One percent of EHOST proceeds shall be paid by the Revenue Commissioner into the general fund of the state treasury in order to defray the costs of administration.
  - (ii) After one percent of EHOST proceeds are subtracted to defray the cost of administration, the Revenue Commissioner, as required by O.C.G.A. § 48-8-109.5(c)(2)(A), shall disburse 2018 EHOST proceeds to the County to roll back, and eliminate if possible, the 2018 millage rates for any county ad valorem property tax line items levied uniformly throughout the county on homestead properties, which in this case are commonly referred to as the general fund taxes and taxes to defray the cost of hospital services. Because EHOST proceeds will only be collected for nine months in 2018, the County does not anticipate excess proceeds to be distributed pursuant to O.C.G.A. § 48-8-109.5(c)(2)(B) to the County and all the Municipalities, including that portion of the City of Atlanta located in DeKalb County.
- (B) On or before August 1, 2018 the County shall provide to the Revenue Commissioner and each Municipality, including that portion of the City of Atlanta located in DeKalb County, written certification of the amount of EHOST proceeds necessary to roll back and eliminate the millage rates for all county ad valorem property tax line items levied uniformly throughout DeKalb County on homestead properties.
- (C) On or before August 1, 2018, the County and the Municipalities shall provide to the Revenue Commissioner written certification of the EHOST proceeds necessary to roll back and eliminate if possible: (1) the millage rates for any county ad valorem property tax line items levied only in unincorporated portions of the county on homestead properties; and (2) the millage rates for any municipal ad valorem property tax line items levied in every municipality located wholly or partially in the county on homestead properties but not in unincorporated portions of the county.
- (D) In the event the amount of EHOST proceeds necessary to eliminate the millage rates for all county ad valorem property tax line items identified in O.C.G.A. § 48-8-109.5(c)(2)(A) is reached, the County shall immediately provide written notification to the Revenue Commissioner and the Municipalities, including that portion of the City of Atlanta located in DeKalb County.
- (E) The Counties and the Municipalities agree that excess proceeds, if any, shall be distributed pursuant to O.C.G.A. § 48-8-109.5(c)(2)(B) to the County and the Municipalities, including that portion of the City of Atlanta located in DeKalb County.

**Section 5. 2018 Homestead Exemption**

The amount of proceeds used by the County to calculate the 2018 homestead exemption shall be the sum of (1) the amount of 2018 HOST Proceeds remaining after the proceeds dedicated

toward capital outlay projects are subtracted and (2) an amount equal to 75% of the total HOST sales and use taxes collected within DeKalb County during 2017.

**Section 6. Effective Date and Term of this Agreement**

This Agreement shall commence upon the date of its execution and shall terminate on April 1, 2019, unless amended or superseded.

**Section 7. Entire Agreement**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the Homestead Option Sales and Use Tax and the Equalized Homestead Option Sales and Use Tax for the 2018 calendar year. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said HOST and EHOST taxes. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

**Section 8. Amendments**

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

**Section 9. Severability, Non-Waiver, Applicable Law, and Enforceability**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**Section 10. Compliance with Law**

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of the HOST and EHOST proceeds, specifically including O.C.G.A. § 48-8-100 *et seq.* and O.C.G.A. § 48-8-109.1 *et seq.*

**Section 11. Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.
- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

**Section 12. No Consent to Breach**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**Section 13. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

**DEKALB COUNTY, GEORGIA**

(SEAL)

**MICHAEL L. THURMOND**  
Chief Executive Officer

**ATTEST:**

**BARBARA SANDERS-NORWOOD, CCC**  
Clerk to the Board of Commissioners  
and Chief Executive Officer

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM AND  
LEGAL VALIDITY:**

**ZACHARY L. WILLIAMS**  
Chief Operating Officer

**VIVIANE H. ERNSTES**  
Interim County Attorney

**CITY OF AVONDALE ESTATES,  
GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM AND  
LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT



**CITY OF BROOKHAVEN, GEORGIA**

Attest:

\_\_\_\_\_  
(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF CHAMBLEE, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

May 7, 2018

**CITY OF CLARKSTON, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF DECATUR, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF DORAVILLE, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF DUNWOODY, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF LITHONIA, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF PINE LAKE, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT



**CITY OF STONE MOUNTAIN,  
GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

DRAFT

**CITY OF STONECREST, GEORGIA**

Attest:

\_\_\_\_\_(SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

**CITY OF TUCKER, GEORGIA**

Attest:

\_\_\_\_\_ (SEAL)

Mayor

\_\_\_\_\_

Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM  
AND LEGAL VALIDITY:**

\_\_\_\_\_

City Manager

\_\_\_\_\_

City Attorney

Active and Required Projects as of 5/7/2018

	Active and Required Projects as of 5/7/2018
1	Planning for Road Work
2	SPLOST project definition
3	Rockbridge Road Widening
4	Trash Contract
5	SOP - Police
6	Annexation Study
7	Outreach for annexation
8	13 acres
9	Audit
10	2019 Budget
11	Personel Issues
12	Occupational Tax
13	Get legislative Surpport for Annexation
14	Dekalb County Study of effects of Municipalization and Annexation
15	Codification (rewrite) Zoning Code and Pass new Ordinance
16	Webpage troubleshooting, upkeep, Admin training
17	Development of SEED
18	Social Media Policty
19	Mail Chimp setup
20	Carpet for the Courthouse
21	Police Dept Improvement Project
22	MAP map project
23	MapMaker's Grant
24	Replace banners around lake
25	Food truck and Makers Market. (6 events)
26	Modify Tree Ordinance
27	Mycelium filtration project for the wetlands
28	Green Infrastructure Intern - Tree Ordinance
29	Dekalb Workforce Intern mentoring
30	Public Spaces Work group
31	PW @ PW
32	Fountain/ Gazebo Project
33	Phone booth project
34	Tennis/ Pickle Ball Court
35	Fleeman Park
36	Film Permitting System setup
37	Agnes Scott Project
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## **PUBLIC WORKS**

### **REPORT**

**Raoul Martinez, Supervisor**

**May 8, 2018**

Dear Bosses, the Public Works Department has been busy doing the following task to maintain the city buildings, green spaces and the overall beautification of the city as following:

- Busy cutting the berm as it was over grown; grass was cut in all 10 park and public spaces
- Rebuilding the D/Gate valve area as the water was bypassing the box on the right side to the wetlands. Repaired and replaced pond liner in the box and rebuilt the dirt wall
- Currently reworking the water flume to the pipe to the wetlands
- Installed downspouts and gutters at the beach house porch
- Put in pipe to distribute the water away from back porch pillars
- Added 2 goose nests; one in the inner berm and one on the island
- Worked with contractors for DeKalb County Sewer Department cleaning out sewers
- Bolted down sewer covers in preparation of the lake opening
- Blowing of the tennis court on a continuous basis
- Lawn maintenance around the lake and community garden
- Inspection of playground equipment
- Assembled 10 new chairs for court room
- Put new woodchips on the back western wetland trail
- Repairing the leaf machine; the machine is for maintaining the streets and storm water drains
- Replaced blades on the sheet cutter, fueled trucks 4-5 times per month
- Residential and city waste pickup and taking to county transfer landfill station
- Worked with EPD for getting annual report prepared
- Installed new LED lights in the Police Department, Chief Green's Office and removed shelving from bathroom and helped Chief decorate
- Changed air filters in all city buildings
- Drive the streets daily checking for limbs and debris in the streets and storm drains
- Inspections of street lights for outages to report for repair
- In process of lighting repairs to tennis courts, light by the beach house and street house on Park Drive in front of Greg Zarus' house
- Cleaned bushes and trees from out flows of storm water drains and chipped them up
- Added a screen to off flow of lake to keep the beaver from filling pipe with debris-the off-flow pipe is cleaned regularly
- Make sure that the rental facilities are in excellent condition and lawns maintained for events
- Made new trash can covers and added two new trash cans in the Western Wetlands
- Made signage for pet owners to clean up after pets
- Inspection of several trees on private property that needs to come down that are in right of way
- Inspection of storm water drain pipes on private property that is plugged

- Generator testing, changed combination to locks at beach house and club house
- Set up for various meetings as requested
- Inspection of floor tile that has come up in the kitchen in the Club House
- Met with DeKalb Work Source director for worksite inspection
- Assemble stage on the beach, set up and remove after event
- Installed 2<sup>nd</sup> Saturday banner and poles
- Repaired light at the gazebo
- Came in on a Sunday to change out the Court Clerk office furniture
- Removed old concrete from holes where old bench sat on left side inner berm and filled with woodchips
- Sprayed weeds on the courthouse steps