

**CITY OF PINE LAKE, GEORGIA  
REGULAR SESSION AGENDA  
JANUARY 30, 2024 @ 7:00PM  
COUNCIL CHAMBERS, 459 PINE DRIVE, PINE LAKE, GA 30072**

**NOTE: All attendees are reminded to silence cellular phones and other devices that may cause interruption of the session proceedings.**

**CALL TO ORDER – REGULAR MEETING**

**ANNOUNCEMENTS/COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**ADOPTION OF MINUTES**

- Regular Meeting – January 9, 2024
- Special Called Meeting – January 25, 2024

**PUBLIC COMMENTS – 3 minutes each please**

**OLD BUSINESS**

**NEW BUSINESS**

1. Grazing Lease Agreement and General Assumption of Liabilities – between the John Wierwille dba Ewe Can Do It Naturally and the City of Pine Lake
2. Statewide Mutual Aid Agreement between the Georgia Emergency Management Agency (GEMA) and the City of Pine Lake (“Participating Agency”)
3. Ordinance 2024-01 - Amendment to Chapter 2, ARTICLE II, DIVISION 2 of the City of Pine Lake Code of Ordinances Regarding Council Meetings
4. Resolution R-01-2024 – In Support of Legislative Charter Amendments to Annex Property and to change from Mayor - Council to Council - Manager form of Government
5. Declaration of Surplus Property – Golf Cart – Police Department Request
6. Confirmation of Mayoral Appointment of Poplar Park Planning Ad Hoc Committee
7. Resolution R-02-2024 – Authorizing Official Signatures for TRUIST Bank Accounts, Establishment of SPLOST II account, Close of DeKalb SRF Account, and Close of Municipal Court Pass Through Account

**REPORTS AND OTHER BUSINESS**

- **Public Comments – 3 minutes each please**
- **Staff and Committee Reports**
  - Administration, Courts, and Public Works – City Manager
  - Public Safety – Chief of Police
- **Reports/Comments**
  - Mayor
  - City Council
- **Information for “The Pine Lake News” eblast.**

**ADJOURNMENT**

**MAYOR**

Brandy Hall

**COUNCIL MEMBERS**

Jean Bordeaux, Mayor pro tem  
Jeff Goldberg  
Thomas Torrent  
Augusta Woods

**ADMINISTRATIVE STAFF**

ChaQuias Miller-Thornton  
City Manager

Sarai Y’Hudah-Green  
Chief of Police

Ned Dagenhard  
Assistant City Clerk

Susan Moore  
City Attorney

**CITY OF PINE LAKE**

425 ALLGOOD ROAD  
P.O. BOX 1325  
PINE LAKE, GA 30072

404-999-4901

[www.pinelakega.net](http://www.pinelakega.net)

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
January 9<sup>th</sup>, 2024 at 7:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

**Call to Order:** City Manager ChaQuias M. Thornton called the Organizational Session to order at 7:00pm.

Present: Mayor Melanie Hammet, Mayor-elect Brandy Hall, Mayor Pro Tem Jean Bordeaux, Council Member Tracey Brantley, Council Member Augusta Woods, Council Member-elect Jeff Goldberg, and Council Member-elect Thomas Torrent. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Administrative Coordinator Missye Varner, and Assistant City Clerk Ned Dagenhard. Council Member Nivea Castro was not in attendance.

City Attorney Susan Moore conducted the swearing-in ceremony for the three newly elected officials. Brandy Hall took the oath of office to become Mayor of Pine Lake; Jeff Goldberg took the oath of office to become a City Council Member of Pine Lake; and Thomas Torrent took the oath of office to become a City Council Member of Pine Lake.

Mayor Melanie Hammet, Council Member Tracey Brantley, and Council Member Nivea Castro officially vacated their respective posts.

Mayor Pro Tem Bordeaux motioned for adjournment of the Organizational Session at 7:12pm.

## **Public Hearing**

### **1. Alcoholic Beverages Privilege License Application - Family Dollar Stores of Georgia, LL/dba/Family Dollar #30681: 4615 Rockbridge Rd, Pine Lake, GA – For Retail Packaged Sale of Beer and Wine**

Mayor Brandy Hall called the Public Hearing to order at 7:12pm.

Tommy Jackson, designated representative from the Family Dollar #30681, presented the intention before City Council for the Family Dollar location to be permitted to sell retail packaged beer and wine.

Members of the public voiced concern over employee safety at the 4615 Rockbridge Road location, as well as economic impact on other nearby retail package stores.

Mayor Pro Tem motioned for adjournment of the Public Hearing at 7:16pm

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REGULAR MEETING MINUTES  
January 9<sup>th</sup>, 2024 at 7:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

**Announcements/Communications**

Mayor Hall thanked attendees for showing support for their newly-elected officials. The Mayor added a statement of gratitude to the previous Mayor and exiting Council Members.

Mayor Hall listed goals for the 2024 Pine Lake legislative calendar, including a Courtroom/Council Chambers renovation, annexation of sections of property on Rockbridge Road, the completion of Poplar Park, and a mural project on Rockbridge Road and at Spring and Poplar Road. For their specific help in the latter three items, Mayor Hall thanked State Senator Kim Jackson, Commissioner Loraine Cochran-Johnson, and Commissioner Steve Bradshaw, respectively. Mayor Hall also reminded attendees that Pine Lake expects an extra \$2 million over the next two years from the County's SPLOST II program. The additional funds, she added, are due to the advocacy by City Manager Miller-Thornton.

Mayor Pro Tem Bordeaux offered a welcome to the new Council and Mayor, and thanked them for "stepping up."

**Adoption of Agenda of the Day**

Council Member Woods moved to adopt the agenda of the day; Council Member Goldberg seconded, and the motion passed unanimously.

**Adoption of the Minutes**

- Regular Meeting – December 19<sup>th</sup>, 2023

Mayor Pro Tem Bordeaux moved to adopt the Minutes from the December 19<sup>th</sup>, 2023 Special Call Meeting; Council Member Woods seconded, and the motion passed unanimously.

**Old Business**

None.

**New Business**

- 1. Alcoholic Beverages Privilege License Application - Family Dollar Stores of Georgia, LL/dba/Family Dollar #30681: 4615 Rockbridge Rd, Pine Lake, GA – For Retail Sell of Beer and Wine**

City Manager Miller-Thornton reintroduced the measure to approve retail alcohol sales permissions to the Mayor and City Council.

Council Member Goldberg referenced public concern over Family Dollar employee safety. Chief of Police Y'hudah-Green referenced an ongoing conversation was taking place with the management of the establishment, and that responsiveness along Rockbridge Road would be maintained.

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**REGULAR MEETING MINUTES**  
**January 9<sup>th</sup>, 2024 at 7:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

Council Member Torrent moved to approve the Alcoholic Beverages Privilege License Application for Family Dollar #30681; Mayor Pro Tem Bordeaux seconded, and the motion passed unanimously.

**2. Subaward Agreement between DeKalb County, GA and the City of Pine Lake – American Rescue Plan Coronavirus Local Fiscal Recovery**

City Council discussed the Poplar Park development, with the actionable item being the appropriation of funds from the American Rescue Plan Act (ARPA) Fund of DeKalb County for the purpose of developing the city-owned parcel at Rockbridge Road and Poplar Road.

Mayor Hall added that the project has been an ongoing focus of City Council for the past 4-8 years, as Pine Lake moves to develop its commercial corridor and ease residents' tax burden.

City Manager Miller-Thornton added that the project is an opportunity to connect Rockbridge Road and the Pine Lake residential district, as well as illustrate to DeKalb County adept use of funds and operational follow-through.

Council Member Woods moved to approve the Subaward Agreement; Council Member Torrent seconded, and the motion passed unanimously.

**3. Consideration of Change of Council Meeting Times and the Establishment of a Monthly Work Session**

City Council discussed the purpose and function of a monthly Work Session in lieu of the first of two monthly Regular Sessions. Additionally, City Council discussed the prospect of changing the meeting times for all City Council sessions.

Mayor Hall introduced the concept of an alternating Voting Session-Work Session meeting schedule as standard practice in surrounding municipalities. A discussion took place wherein Council expressed a desire to have formal separation of the two meeting types based on purpose, with a process established for adding voting items specifically and intentionally to the agendas of meetings held on work session dates, in cases of urgency, etc.

A discussion took place wherein introduction of Audio/Visual equipment (as part of the approved design for the Courtroom/Council Chamber renovation) was suggested as imperative, should City Council decide to begin streaming meetings via Zoom in tandem with adjusting session meeting times.

Council consented for City Attorney Moore to move forward with draft ordinance depicting the establishment of a work session of Council on the second Tuesday of each month and a change in the monthly meeting schedule for both second

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January 9<sup>th</sup>, 2024 at 7:00 PM  
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Tuesday and last Tuesday sessions of Council.

**Reports and Other Business**

**ChaQuias Miller- Thornton — City Manager (Director of Administration, Courts and Public Works)**

Please refer to [the link](#) to access the City Manager's report dated December 19<sup>th</sup>, 2023. Please email [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

**Chief Sarai Y'Hudah-Green — Chief of Police, Public Safety**

Please refer to [the link](#) to access the Police/Public Safety report dated December 12<sup>th</sup>, 2023. The Police/Public Safety reports are on file at City Hall for reviewing. Please email [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

**Pine Lake News E-Blast**

**New Mayor and Council members Sworn In :** New Mayor, Brandy Hall and new Council Members, Jeff Goldberg and Thomas Torrent were sworn in at the January 9th council meeting by City Attorney, Susan Moore. A celebratory reception was held in the Clubhouse following the meeting. Congratulations to all.

**Acceptance of Funds from DeKalb County for Poplar Park:** Council approved an agreement to accept a subaward from the American Rescue Plan Coronavirus Fiscal Recovery Fund ("ARPA fund") in the amount of \$53,250. These monies have been allocated to Pine Lake from DeKalb County for the development of a public park, "Poplar Park", to improve the mental and physical health of residents impacted by long and short term effects of Covid-19.

We are enormously grateful to our District 7 Commissioner, Lorraine Cochran-Johnson, who sponsored this subaward and who attended our meeting to show her support of this project.

**Upcoming events:**

**January 15th, 2024 Office Closing:** City offices will be closed Monday, in observance of Martin Luther King Jr. day.

**January 19<sup>th</sup> 2024:** Will be Missye Varner's last day working for Pine Lake. After ten years keeping City Hall humming, Missye will be retiring to spoil her grand

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babies, among other things. Stop by City Hall before the 19<sup>th</sup> to wish her well in her next phase of life.

**March 12<sup>th</sup> Elections:** On **March 12<sup>th</sup>**, 2024, a special election will be held in conjunction with the 2024 Presidential Preference Primary Election, to fill the vacancy in the office of Pine Lake City Council. The special election will be held to fill the unexpired term of Brandy Hall set to expire December 31, 2025.

The last day to register to be eligible to vote in this election or any runoff election, is February 12, 2024. Advanced voting will be held Monday February 19<sup>th</sup> through Friday, March 8<sup>th</sup>, 2024.

The special election will be held in the regular polling place, City of Pine Lake Clubhouse, 470 Clubhouse Drive, Pine Lake, Georgia 30072. The polls will open at 7:00 AM and close at 7:00 PM.

**Adjournment:** Council Member Goldberg motioned for adjournment at 8:42pm.

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Ned Dagenhard  
Assistant City Clerk

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ChaQuias Miller-Thornton  
Acting City Clerk

**CITY OF PINE LAKE**  
**SPECIAL CALL MEETING MINUTES**  
**January 25<sup>th</sup>, 2024 at 7:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

**Call to Order:** Mayor Brandy Hall called the meeting to order at 7:01pm.

Present: Mayor Brandy Hall, Mayor Pro Tem Jean Bordeaux, Council Member Jeff Goldberg, and Council Member Thomas Torrent. Also present were City Manager ChaQuias Miller-Thornton, City Attorney Susan Moore, and Assistant City Clerk Ned Dagenhard. Council Member Augusta Woods and Chief of Police Sarai Y'Hudah-Green were not in attendance.

**Adoption of Agenda of the Day**

Mayor Pro Tem Bordeaux moved to adopt the Agenda of the Day; Council Member Goldberg seconded, and the motion passed unanimously.

**New Business**

**1. Legislative Charter Change – To Change from Mayor - Council to Manager - Council form of Government**

The Mayor, Council, City Manager, and City Attorney discussed draft changes to the Pine Lake Charter. Changes are proposed with the intent to transition from the current Mayor - Council form of government to a Council - Manager form of government. The changes are expected to be presented during the 2024 Legislative Session, as such amendments to the Charter require approval by the General Assembly.

Discussion items included identification of a quorum, voting authority held by the Mayor, veto power of the Mayor, and processes for department director oversight. Changes to the charter were described, in short, as a modernization of operations and a transition of administrative and certain executive authority to the position of City Manager.

No action was taken by Council however, resolution in support of the change in government and the intent to annex property is scheduled for Council consideration during the upcoming meeting on January 30th, 2024.

**Adjournment**

Council Member Torrent motioned for adjournment at 7:53pm.

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Ned Dagenhard  
Assistant City Clerk

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ChaQuias Miller-Thornton  
Acting City Clerk

# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Grazing Lease Agreement and General Assumption of Liabilities

New Business Item 1 – January 30, 2024

The Administration requests Council consideration of the attached Grazing Lease Agreement for sheep grazing services to be provided by John Wierwille d/b/a Ewe Can Do It Naturally. Contract cost is \$13,125.

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## Item History

The following is a recapitulation of the September 26<sup>th</sup>, 2023 Council decision regarding:  
Regular Council Meeting, New Business Item 1.

1. Contracted services for Sheep to Overgraze the Dam/Bank and Inner Walking Berm – Award Ewe Can Do It Naturally
  - a. \$10,275 – For the larger project, the dam/bank and shelf bounded by Pine Lake and Snapfinger Creek.
  - b. \$2,850 – For the larger project, the inner berm extending into the lake itself.

The Mayor, City Council, and Administration discussed the proposal by Ewe Can Do It Naturally to lease sheep for the purpose of landscaping the dam/bank and inner berm at Pine Lake. The Council decided to bundle approval of the two quotes under one motion. Council Member Woods moved to approve the proposal with an allowance for any add-on serve, as presented in the proposal, and as deemed necessary; Mayor Pro Tem Bordeaux seconded, and the motion passed unanimously. Council Member Brantley is to assist in communicating with the contractor to establish contract terms for service.

Please let me know if you should have any questions.

Thank you,

CMThornton



**Grazing Lease Agreement  
and General Assumption of Liabilities**

**By and Between** John Wierwille dba Ewe Can Do It Naturally, Lessor, and The City of Pine Lake, Georgia, PO BOX 1325 Pine Lake GA 30072. Lessee.

This Grazing Lease is made and entered into as of this 30th day of January 2024.

For and in consideration of Thirteen Thousand One Hundred Twenty-Five Dollars (\$13,125.00) and good and other valuable consideration, John Wierwille hereby leases to Lessee the possession and use of 40+ sheep and management of said herd of animals for use on 1) the berm/dam and creek shelf at Snapfinger Creek (AREA 1) and 2) the inner berm/walking path within the lake itself (AREA 2), both of which are Lessee's property and both of which are located in DEKALB County, Georgia.

A payment of Three Thousand Four Hundred Twenty-Five Dollars (\$3425.00) shall be made at the delivery of the animals to AREA 1. A second payment of Three Thousand Four Hundred Twenty-Five Dollars (\$3425.00) shall be made thirty (30) days after the delivery of the animals to AREA 1. The final payment of Three Thousand Four Hundred Twenty-Five Dollars (\$3425.00) shall be paid at the removal of all animals and fencing from AREA 1.

A fourth payment of One Thousand Four Hundred Twenty-Five Dollars (\$1425.00) shall be made at the delivery of the animals to AREA 2. A fifth payment of One Thousand Four Hundred Twenty-Five Dollars (\$1425.00) shall be made at the removal of animals from AREA 2.

**Notices.** All notices to Lessor shall be emailed to [ewecandoitga@gmail.com](mailto:ewecandoitga@gmail.com) and may also be provided to Lessor by delivery at the following physical address:

Ewe Can Do It Naturally  
2107 North Decatur Road #334  
Decatur, GA 30033

Lessor's phone number is 404-944-0522.

All notices to Lessee shall be emailed to [chaquiasmthornton@pinelake.net](mailto:chaquiasmthornton@pinelake.net) and may also be provided to Lessee by delivery to the following physical address:

City of Pine Lake  
c/o City Manager  
P.O. Box 1325  
Pine Lake, GA 30072

Lessee's phone number is 404-999-4901.

**Term.** Term of the lease shall be up to three (3) months as required to clear the heavy growth of invasive species in the fenced in green space areas of the property. As a reminder, the sheep cannot eliminate woody vines or stems/trunks. Parties are both

agreeable to overgrazing of these areas with fodder to be provided by Lessor in order to maintain the animals' nutrition.

**Animals.** Lessor shall provide sheep for the purpose of clearing ground cover and other brush from Lessees' property. Lessor has express authorization to bring one or more livestock dogs onto Lessees' property and keep said livestock dog(s) on site for either the duration or some part of this contract. Lessor may also choose to bring no livestock dogs to the site. Lessor and or Lessor's agents shall check-in with animals every day while they are on site, after which, Lessor shall communicate a daily status report to either the City Manager or the Assistant City Clerk or both. Lessor shall provide a water trough and care for the animals. Lessor shall provide a shelter for the dogs. The animals shall remain the sole property of Lessor. Lessor shall provide signage to indicate contact information and request non-interference with the animals. Lessor further agrees to meet with the public to answer questions about the nature and scope of the work that is scheduled under this contract.

Lessee agrees to provide access to a water supply and shall not restrict access to the animals by Lessor and/or his agents. Absent events or conditions beyond Lessee's control such as, but not limited to, wild animals, weather or criminal activity, Lessee shall return the animals in the condition received. Lessor understands and acknowledges that the areas the animals will be placed are uneven, covered in vegetation, and near water.

Lessees shall not assign, sublease or knowingly permit third parties to interact with the animals during the term of the lease without the written consent of Lessor.

Lessee expressly agrees to bring no dogs into contact with the animals and to allow Lessor to post signs asking all parties to keep dogs at least fifty (50) feet from the fenced enclosure. Lessee further agrees to notify Lessor immediately if there are any threats or changes to the circumstances related to use of the animals at this property.

**Labor:** This contract includes the costs of labor to cut vines on trees at the base of the trees and any and all invasive plants with stems 2" and under.

The contract does not include the costs of labor for cutting larger invasive plants or for pulling woody vines that the animals are not able to eat. Neither does the contract include the costs of removal of any debris from the grazed areas. Lessor is available for this work and rates are provided in the quote sent to Lessee. No such work will be done by Lessor without separate express authorization of scope and rate.

**Fences.** Lessor shall further provide all necessary perimeter and interior t-post style fencing with Class 1 galvanized wire. Fences to remain on site for the duration of the project and be removed at the end of the project.

**Insurance.** Lessor is fully insured for this work and provides a certificate of insurance and open communication with Lessor's agent to confirm coverage. Lessor's agent will provide a separate certificate of insurance listing Lessees as secondary insured at no additional cost and will provide copy of full policy upon request by Lessee. Lessee is

only responsible for damages resulting from negligence of the city or its agents. Lessee does not undertake to provide protection and security for any animals provided by Lessor or to members of the public from any animals provided by Lessor.

Lessor, who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the contract with Lessee, shall provide a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the contract with Lessee. A driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

**Termination.** Lessor or Lessee may terminate this contract for failure of the other party to satisfy any term or condition of this contract. Such termination shall require written notice to the party in breach of contract with such breach identified and 24 hours of such party to remedy such breach.

**Conflict Resolution.** Parties agree to resolution of disputes as follows:

1. Any claim, controversy or dispute arising from or related to this lease, or the breach thereof, shall be settled by mediation and, if mediation is unsuccessful, by arbitration in accordance with the standard Rules of Procedure for Dispute Resolution provided by the Federal Arbitration Act (9 U.S.C. secs. 1-16).
2. In the event a dispute shall arise between the parties and/or their agents or invitees, the parties agree to participate in mediation in accordance with the mediation procedures of the Supreme Court of Georgia's ADR Rules. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by and through the Justice Center of Atlanta, Inc., 976 Edgewood Avenue, NE, Atlanta, GA 30307, who will provide both a neutral mediator registered with the Georgia Office of Dispute Resolution as well as a location acceptable to the parties.
3. In the event a dispute has not been fully resolved, it is hereby agreed that the matters remaining unresolved shall be referred to the Justice Center of Atlanta, Inc., 976 Edgewood Avenue, NE, Atlanta, GA 30307 for arbitration. All costs will be shared equally by the parties. Administration of the arbitration proceeding will be through the Justice Center of Atlanta following the Expedited Rules of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

This Lease is the entire agreement of the parties, and there are no oral representations, warranties, agreements or promises pertaining to this Lease not incorporated in writing in this Lease. This Lease may be amended only by an instrument in writing signed by both Lessor and Lessees.

FOR THE LESSOR:

\_\_\_\_\_  
John Wierwille  
d/b/a Ewe Can Do It Naturally

FOR THE LESSEE:

\_\_\_\_\_  
Maryor Brandy Hall  
for the City of Pine Lake, Georgia

Attest:

\_\_\_\_\_  
ChaQuias M. Thornton, City Manager  
Acting City Clerk

Approved as to form:

\_\_\_\_\_  
Susan J. Moore, City Attorney

END OF AGREEMENT



# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Statewide Mutual Aid Agreement

The City of Pine Lake's 2020 Statewide Mutual Aid Agreement is set to expire on March 1, 2024.

Developed by the Georgia Emergency Management Agency (GEMA), the Georgia Municipal Association and the Association of County Commissioners of Georgia, the agreement allows agencies in the state to coordinate the provision of emergency management assistance and aid in the event of disasters and emergencies. The agencies engaging in the agreement provide assistance according to the agreement's terms of mutuality.

As a signer of the agreement, the City can receive aid from other participating agencies in case of a disaster or emergency. The law of Georgia allows for the agencies providing aid to the City during such occurrences, to be reimbursed for costs associated with the aid provided.

These forms of agreements among jurisdictions provide an avenue to quickly obtain assistance with the major objective being to facilitate the short-term implementation of emergency support - in a timely manner - prior to, during, and/or after an event.

The Administration is asking Council consideration of the approval of the attached Statewide Mutual Aid Agreement, constituting the naming of the City of Pine Lake as a "participating party" to the agreement between such parties and the Georgia Emergency Management Agency.

Please let me know if you should have any questions or concerns regarding the information contained within this correspondence or the proposed agreement associated herewith.

Thank you,

CMThornton



# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: \_\_\_\_\_

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

## ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

## ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

## ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

## ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and



(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

## ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

## ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

## ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

## ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

#### ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X  
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI  
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

\_\_\_\_\_  
Chief Executive Officer - Signature

\_\_\_\_\_  
Chief Executive Officer – Print Name

County/Municipality: \_\_\_\_\_

Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
GEMA/HS Director – Signature

\_\_\_\_\_  
GEMA/HS Director – Print Name

Date:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

APPENDIX A  
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for \_\_\_\_\_ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name	Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Print Name	Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

Print Name	Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

	Date: _____/_____/_____
Chief Executive Officer - Signature	

\_\_\_\_\_  
Chief Executive Officer – Print Name

APPENDIX B  
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for \_\_\_\_\_

(county/municipality) for the purpose of reimbursement sought for mutual aid:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title/Position

\_\_\_\_\_  
Signature of Above Individual

\_\_\_\_\_  
Chief Executive Officer - Signature

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer – Print Name

# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Proposed Ordinance 2024-01 - Meeting Amendments – First Read

New Business Item 3 – January 30, 2024

The Administration requests Council consideration of the attached Ordinance 2024-01, as proposed. The item is scheduled for potential first read on 01/30/2024.

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## Item History

The following is a recapitulation of the January 9<sup>th</sup>, 2024 Council discussion regarding:  
Regular Council Meeting, New Business Item 3.

### **Consideration of Change of Council Meeting Times and the Establishment of a Monthly Work Session**

City Council discussed the purpose and function of a monthly Work Session in lieu of the first of two monthly Regular Sessions. Additionally, City Council discussed the prospect of changing the meeting times for all City Council sessions.

Mayor Hall introduced the concept of an alternating Voting Session-Work Session meeting schedule as standard practice in surrounding municipalities. A discussion took place wherein Council expressed a desire to have formal separation of the two meeting types based on purpose, with a process established for adding voting items specifically and intentionally to the agendas of meetings held on work session dates, in cases of urgency, etc.

Council consented for City Attorney Moore to move forward with draft ordinance depicting the establishment of a work session of Council on the second Tuesday of each month and a change in the monthly meeting schedule for both second Tuesday and last Tuesday sessions of Council.

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Please let me know if you should have any questions.

Thank you,

CMThornton

ORDINANCE NO. 2024-01

**THE COUNCIL OF THE CITY OF PINE LAKE, GEORGIA, HEREBY ORDAINS AN AMENDMENT TO CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CITY OF PINE LAKE CODE OF ORDINANCES REGARDING COUNCIL MEETINGS; TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and Council want to ensure that they and the public are sufficiently informed on matters expected to come before the Mayor and Council for action; and

WHEREAS, an earlier meeting time for regular meetings is intended to facilitate public attendance at the meetings and provide a shorter work day for city employees on Council meeting days; and

WHEREAS, the Mayor and Council understand that any meeting date and time will be more convenient and accessible to some people and less convenient and accessible to others, and that no selected date and time will be satisfactory to everyone;

NOW THEREFORE, the Council of the City of Pine Lake hereby ordains, as follows:

Section 1.

City Code Chapter II, Article 2, Division 2 is hereby amended by striking the existing language and inserting in lieu thereof the following:

"Sec. 2-72. – Regular work sessions and meetings.

Regular work sessions of the city council are held at the city hall, council chambers or such other place as may be designated, on the second Tuesday of each month at 6:00 p.m. Regular meetings of the city council are held at the city hall, council chambers or such other place as may be designated, on the second Tuesday and last Tuesday of each month at 7:00 6:00 p.m. To the extent not prohibited by law, such work sessions and meetings may be held in person or virtually. It is the intent of the city council to use work sessions for staff reports, presentations, discussion, public comment, and preview of items expected on the agenda at the regular meeting of the city council held on the last Tuesday of each month. Items to be voted on at a work session shall be subject to a special called meeting.



Sec. 2-73 — Order of business.

(a) The order of business for regular council meetings shall be as follows:

- (1) Call to order;
- (2) Announcements and communication from mayor and council;
- (3) Adoption of the agenda;
- (4) Adoption of the minutes;
- (5) Public comments;
- (6) Old business;
- (7) New business;
- (8) Public comment;
- ~~(9) Reports of departments;~~
- (10) Reports of mayor and council;
- (11) Other communications;
- (12) Adjournment.

(b) The order of business for work session meetings shall be as follows:

- (1) Call to order;
- (2) Announcements and communication from mayor and council;
- (3) Adoption of the agenda;
- ~~(4) Adoption of the minutes;~~
- ~~(5) Public comments;~~
- (6) Old business;
- (7) New business;
- (8) Public comment;
- (9) Reports of departments;
- ~~(10) Reports of mayor and council;~~
- ~~(11) Other communications;~~
- (12) Adjournment.

(c) If the city council directs any matter to be the special business of a future meeting, that matter shall have precedence over all other business at that future meeting.

(d) No proposition shall be entertained by the city council until it has been seconded. And every proposition shall, when required by the mayor or any member, be reduced to writing.”

Section 2. The various clauses and subsections of this ordinance are intended to be severable. Should any of the provisions of this ordinance be deemed invalid by a court of competent jurisdiction, it is the intent of the City Council that the remaining provisions remain in full force and effect.

Section 3. All ordinances and portions of ordinances in conflict with the terms of this ordinance are hereby repealed as to the subject matter of this ordinance.

Section 4. This ordinance shall become effective upon its approval by the City Council, signature by the Mayor, and approval as to form by the City Attorney. .

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024. .

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

\_\_\_\_\_  
Mayor Brandy Hall

ATTEST:

Approved as to Form:

\_\_\_\_\_  
ChaQuias Thornton, City Manager  
Acting City Clerk

\_\_\_\_\_  
Susan J. Moore, City Attorney

(SEAL)

# Memo

**DATE:** January 26, 2024  
**TO:** Pine Lake Community  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Resolution R-2024-01 – In Support of Charter Changes and Annexation

New Business Item 4 – January 30, 2024

The Administration requests Council consideration of the attached Resolution R-2024-01, as proposed. The resolution serves to express Council support of legislative charter amendments to annex two (2) properties that are adjacent to the incorporated limits of the city on Rockbridge Road, and to legislatively transition from a Mayor – Council form of government to a Council – Manager form of government.

On January 25<sup>th</sup>, 2024 Mayor and Council met in special session to discuss the proposed changes, in preparation of the consideration of the attached resolution in support of such changes.

State passing of the legislation will serve as a second and final step to the City's transition into professional administration and execution of the city's affairs. Upon formal adoption of the legislation, the Council will continue to be endowed with legislative authority and the manager's executive authority will be directed by the Council. The city's Mayor will continue to be legislative head/chair of the governing body, will retain veto power, will act as the city's official spokesperson, will sign city contracts as a matter of course, will be responsible for the report of the city manager, and other powers assigned to the Mayor via the charter, as amended.

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## ITEM HISTORY

NOTE: The Administration has submitted the following notice to the local news organ. The notice is to be published on 01/18/2024.

### **"NOTICE OF INTENTION TO INTRODUCE LOCAL LEGISLATION**

Notice is given that there will be introduced at the 2024 regular session of the General Assembly of Georgia a bill to annex property into the incorporated limits of the City of Pine Lake, GA and to amend an Act to provide a new charter for the City of Pine Lake, approved April 4, 1991 (Ga. L. 1991, p. 3935), as amended; and for other purposes."

## **SUMMARY NOTES OF THE PROPOSED CHARTER AMENDMENTS:**

### **ARTICLE I – INCORPORATION AND POWERS**

Only formatting changes are recommended for this section of the City CHARTER.

Section 1.11 – Corporate boundaries references map or description of the corporate boundaries of the city. There is a recommendation to have a written description of the metes and boundaries of the city to include the two parcels intended to be annexed.

## ARTICLE II – GOVERNMENT STRUCTURE.

**Subsections A. Creation and B. Terms and Qualifications** includes the mayor in the composition of the city council.

**Section 2.12(a)** includes a reference to the GA Constitution regarding vacancies of mayor or councilmember positions upon the occurrence of any event specified by the Constitution/OCGA and the provisions for filling such vacancies.

**Section 2.18 Organization** provides for the organizational meeting of Council to be held at the first regular Tuesday meeting in January following a regular election.

**Section 2.21 Quorum; voting.** The Mayor will not vote as normal course and will only vote in a tie scenario and therefore, the quorum to conduct the business of city can remain at 3.

**Section 2.22 Ordinance forms; procedures,** subsection (c) adds provisions for the requirements of a “reading” of an ordinance for consideration and/or adoption.

Beginning at Section 2.27, the Council-Manager form of government is detailed.

**Section 2.27. City Manager; appointment; qualifications; compensation; removal** is added (repositioned). The city council is granted authority to appoint a city manager as opposed to mayoral appointment with council confirmation.

**Section 2.28. Powers and duties of the city manager** adds the establishment of executive authority to the current administrative authority for the city manager.

- 1 Executive authority to include the appointment, suspend or removal of personnel except as otherwise provided by law or personnel ordinances adopted by the Charter. Removal of directors by the city manager is subject to hearing by the city Council
- 3 Ability to delegate another administrative officer as the director of administration.

**Section 2.29. Acting city manager** provides for the appointment of an acting city manager in the temporary or permanent absence of the city manager.

**Note:** Council may want to consider what constitutes temporary. (i.e. should it be any period that is not removal or termination of the city manager from position).

**Section 2.30 Council’s interference with administration** restricts the Council from giving orders to officers or employees of the city either publicly or in private. Directions are given through the city manager.

**Section 2.31. Power and duties of the mayor** provides for the duties of the mayor under Council-Manager form of government.

Current duties of mayor:

- (1) Preside at council meetings and see that all laws and ordinances of the city are faithfully executed;
- (2) Appoint and remove all officers, department heads and employees of the city, except as otherwise provided in this Charter;
- (3) Except as provided to the city manager in this Charter, exercise supervision over all executive work of the city;
- (4) Provide advice to the city manager on preparation and submission to the city council of a recommended operating budget and recommended capital budget;

- (5) Review prior to submission to the city council at least once a year a statement covering the financial conditions of the city, and from time to time such other information as the city council may request;
- (6) Call special meetings of the city council as provided for in [section 2.19\(b\)](#);
- (7) Recommend to the city council such measures relative to the affairs of the city, improvement of the government, and promotion of the welfare of its inhabitants as he may deem expedient;
- (8) Approve or disapprove ordinances as provided in [section 2.31](#);
- (9) Require any department or agency of the city to submit written reports whenever he deems it expedient; and
- (10) Perform such other duties as may be required by law, this Charter, or ordinance.

Proposed duties of the mayor:

- (1) Preside at meetings of mayor and council and have the right to take part in the deliberations of the city council, but shall not vote on any question except in the case of a tie;
- (2) Serve as head of the city for the purpose of service of process and for ceremonial purposes and be the official spokesperson for the city and the chief advocate of policy.
- (3) Have power to administer oaths and to take affidavits;
- (4) Sign as a matter of course on behalf of the city all written and approved contracts, ordinances, and other instruments executed by the city which by law are required to be in writing;
- (5) Be clothed with veto power as pursuant to Section 2.33 of this charter;
- (6) Call special meetings of the city council as provided for in section 2.19(b);
- (7) Sign all checks for the payment of approved money owed by the city;
- (8) Approve or disapprove ordinances as provided in section 2.33;
- (9) Perform such other duties as may be required by law, this Charter, or ordinance.

**Section 2.34 (previously section 2.32) Mayor pro tempore; selection; duties.** Procedure for selection of the mayor pro tem is added.

### ARTICLE III. ADMINISTRATIVE AFFAIRS

**Section 3.10 Administrative and service departments, subsection (e)** provides for all directors under the supervision of the city manager to be recommended by the city manager and appointed by the city council. Removes the mayor's authority to reject candidates recommended and authority to solely suspend or terminate direct reports. (i.e. the city manager reports to the mayor and is responsible to the Council. However, the mayor cannot solely terminate or suspend the city manager. Charter provisions require an act by the mayor and majority vote of the city council to do so.)

**Section 3.12. City attorney** provides that the city council appoints the city attorney upon solicitation and recommendation administered by the city manager.

**Section 3.13. City manager** removed and Section 3.14 City clerk moved to Section 3.13.

**Section 3.13. City clerk** provides for city council appointment of the city clerk.

**Section 3.14. Administrative affairs, subsection (a)** provides for mayoral acknowledgement of the city manager's recommendation of a city auditor with such recommendation being confirmed by

vote of the city council. City manger will administer the solicitation and recommendation of the city auditor.

**Section 3.15. Chief of police** provides for the appointment of the chief of police by the city council.

**Section 3.16. Position classification and pay plans** provides that the city manager will be responsible for the preparation of the position classification and pay plans for the city.

#### ARTICLE IV. JUDICIAL BRANCH

Formatting changes only.

#### ARTICLE V. ELECTIONS AND REMOVAL

Formatting changes.

**Section A. subsection 5.10 Applicability of general law** removes election provisions of Title 21 of the Ga Code which were repealed years ago. **Section C. Vacancies** and **Section D. Other provisions** also removes the same references.

#### ARTICLE VI. FINANCE

Formatting changes only.

#### ARTICLE VII. – GENERAL PROVISIONS

**Section 7.12. First election under this Charter; future elections** provides for the names of those who serve in current positions on the council and references the now vacant seat on council. The next election under this charter will be held in November of 2025.

Please use the summary notes as reference when reviewing the proposed charter amendments to be considered during the 2024 session of the General Assembly.

## **RESOLUTION #R-01-2024**

### **RESOLUTION SUPPORTING LOCAL ACT OF THE GEORGIA GENERAL ASSEMBLY TO AMEND AND ENACT THE CHARTER OF THE CITY OF PINE LAKE TO CHANGE THE FORM OF GOVERNMENT TO COUNCIL-MANAGER WITH A MAYORAL VETO AND TO ANNEX PROPERTY INTO THE INCORPORATED LIMITS OF PINE LAKE**

**WHEREAS**, the Mayor and the City Council of the City of Pine Lake has determined it to be in the best interests of the City to clarify and change certain provisions of its Charter through local act of the Georgia General Assembly; and

**WHEREAS**, current provisions of the City's Charter stop short of changing the City's form of government to Council-Manager and the Mayor and City Council have determined it to be in the best interests of the City to have the City's charter directly delegate certain administrative and executive duties to the City Manager; and

**WHEREAS**, the changes herein are not intended to and do not alter the veto power of the Mayor; and

**WHEREAS**, the Mayor and City Council of the City of Pine Lake have provided opportunities for public review of and comment on these changes; and

**WHEREAS**, the Mayor and City Council acknowledge that the City provides services to two parcels that are adjacent to its incorporated city limits on Rockbridge Road; and

**WHEREAS**, the Mayor and City Council acknowledge that the City identified the creation of a sense of place on Rockbridge Road as a priority in its 2021 Comprehensive Plan; and

**NOW, THEREFORE**, the Mayor and City Council of the City of Pine Lake hereby resolve the following:

1. that they support the attached version of the City's Charter to be enacted in the 2024 legislative session of the Georgia General Assembly.
2. that they support the annexation of two (2) parcels into the incorporated limits of Pine Lake that are adjacent to the city limits on Rockbridge Road.

So Resolved upon the date below.

\_\_\_\_\_, 2024

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

\_\_\_\_\_  
Brandy Hall, Mayor

\_\_\_\_\_  
Jean Bordeaux, Mayor Pro Tempore

\_\_\_\_\_  
Jeff Goldberg

ATTEST:

\_\_\_\_\_  
Thomas Torrent

\_\_\_\_\_  
ChaQuias M. Thornton, City Manager  
Acting City Clerk

\_\_\_\_\_  
Augusta Woods

Approved as to Form:

\_\_\_\_\_  
Susan J. Moore, City Attorney





# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Declaration of Surplus Property – Police Department Request – Golf Cart Disposal

The Police Department has issued request for consideration of an asset to be declared as surplus property. Information regarding the asset proposed for surplus is as follows:

<u>Make</u>	<u>Model</u>	<u>VIN</u>
CLUB CAR	PRECEDENT	AQ0534-535348

Upon Council approval to surplus, the City's Purchasing Agent (City Manager) will ensure the administration of the asset's disposal. Chief Y'huhdah-Green has made request to the Purchasing Agent that the asset be traded against the cost of services provided by Specialty Car Company. The asset will be removed from the City's property insurance once ownership has been transferred.

Thank you,

CMThornton



770-446-3444 - SpecialtyCarCo.com - Sales@SpecialtyCarCo.com

COMING SOON:  
8560 Holcomb Bridge Road, #124  
Alpharetta, GA 30022

1545 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

## SERVICE COMMITTED

Document: 01-126658 PO: COLLECT  
Date: 7/7/2023 CustId: PINELAKEPOLICE

Cust Email: police@pinelakega.net  
Phone: (404) 839-3213  
Salesperson: johnn  
User: Liz

Bill To:

Pine Lake Police Department  
Sarai Green

Ship To:

Pine Lake Police Department  
SARAI GREEN  
459 Pine Dr  
Pine Lake, GA 30072

INSPECT CART- 1 HR ONLY APPROVED CUSTOMER WANTS TO KNOW WHAT CART WILL NEED TO BE RUNNING AND SAFE  
SARAI GREEN - 404-839-3213  
saraiahudahn@green@pinelakega.net IS DIRECT EMAIL  
7-7-23 CART PICKED UP BY ALONZO - NO KEY OR CHARGER

Opened: 7/7/2023  
Work Order No: 01-126658  
Pickup Date:  
Unit No: 46703  
Unit Serial: AQ0534-535348  
Unit Desc: GOLF CART  
Unit Meter: 0.0

Responsible Tech:  
My Ref:  
Delivery Date: PICKUP FOR SVC  
Unit Make: CLUB CAR  
Unit Model: PRECEDENT DS  
Unit Tag:

### INSP CART

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
INSPECT CART							
		INSPECT CART- 1 HR ONLY APPROVED CUSTOMER WANTS TO KNOW WHAT CART WILL NEED TO BE RUNNING AND SAFE					
		7-7-23 CART PICKED UP BY ALONZO - NO KEY OR CHARGER					
Service P/UP	MC	Service Pick-Up	1.0000		\$150.00		\$150.00
	SS		1.0000	Y	\$25.00		\$25.00
Segment Total:							\$175.00
					Labor:	Hours: 1.0000	\$115.00
					Misc Charges:		\$150.00
					:		\$25.00
Totals							
Sub Total:							\$290.00
Total Tax:							\$2.00
Estimated/Current Invoice Total:							\$292.00

Estimated/Current Balance Due On This Invoice: \$292.00

It is agreed that this invoice for these goods and services shall be paid on or before the due date shown on this invoice. DELINQUENT ACCOUNTS WILL BE CHARGED A FINANCE CHARGE OF 1.5% PER MONTH.  
A 3% FEE WILL BE CHARGED FOR ALL CREDIT CARD TRANSACTIONS

Thank you for your business!!!

Signature



770-446-3444 - SpecialtyCarCo.com - Sales@SpecialtyCarCo.com

COMING SOON:  
8560 Holcomb Bridge Road, #124  
Alpharetta, GA 30022

1545 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

## SERVICE QUOTE - DO NOT PAY

Quote: 01-21956  
Date: 7/11/2023

PO: QUOTE FOR DOC 126658  
CustId: green,sarai

Cust Email: police@pinelakega.net  
Phone: (404) 839-3213  
Salesperson: JamieLynn  
User: JamieLynn

Bill To:

Pine Lake Police Department  
Sarai Green

Ship To:

Pine Lake Police Department  
459 Pine Dr  
Pine Lake, GA 30072

Opened: 7/11/2023  
Work Order No: 01-  
Pickup Date:  
Unit No: 46703  
Unit Serial: AQ0534-535348  
Unit Desc: GOLF CART  
Unit Meter: 0.0

Responsible Tech:  
My Ref: ESTIMATE  
Delivery Date:  
Unit Make: CLUB CAR  
Unit Model: PRECEDENT DS  
Unit Tag:

### ESTIMATE

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
<b>CURRENT CHARGES</b>							
CURRENT CHARGES - PICKUP/DELIVERY AND LABOR TIME TO INSPECT CART FOR NEEDED REPAIRS.							
Labor-Quick	MC	LABOR	1.3000		\$115.00		\$149.50
Service P/UP	MC	Service Pick-Up	1.0000		\$150.00		\$150.00
Segment Total:							\$299.50
<b>REPAIRS NEEDED</b>							
REPLACE BATTERIES, CABLES, NUTS, WASHERS AND HOLDDOWN RODS. REPLACE A-ARMS, SPRING BUSHINGS, RESET ALIGNMENT AND AIR TIRES. REPLACE (2) KINGPINS. LUBE FRONT END. REPLACE CANOPY TOP. REPLACE REAR SEAT CUSHIONS FROM WILLIAMSON BUFF. REPLACE FRONT BOTTOM AND BACK SEAT ( BUFF ) . REPLACE HEADLIGHT ASSYS. DETAIL CART. REPLACE REAR SPRING BUSHINGS.							
ADDITIONAL REPAIRS MAY BE NEEDED							
PA		BAT - BATTERY - TROJAN T875 8V	6.0000	Y	\$211.83		\$1,270.98
PA		BAT - CORE 6/8 volt deep cycle batteries	-6.0000	Y	\$0.00		\$0.00
PA		CCP - ASM- WIRE- #6BLK 13IN	5.0000	Y	\$4.80		\$24.00
PA		CCP - NUT- HEX 5/16-18 STAINLESS STL	12.0000	Y	\$0.48		\$5.76
PA		NIV - 5/16 S/S LOCK WASHER	12.0000	Y	\$0.25		\$3.00
PA		CCP - J-BOLT 10.75"	6.0000	Y	\$3.28		\$19.68
PA		CCP - DELTA A PLATE SUB ASM	2.0000	Y	\$59.82		\$119.64
PA		CCP - BUSHING, URETHANE, SOFT	4.0000	Y	\$1.28		\$5.12
PA		CCP - ASM- DELTA KINGPIN	2.0000	Y	\$28.72		\$57.44
PA		CCP - 4 Passenger Onward Canopy - Beige	1.0000	Y	\$654.52		\$654.52
MISC PARTS	MC	Misc Parts Sales	1.0000	Y	\$650.00		\$650.00
Remark	RE	REAR SEAT CUSHIONS FROM WILLIAMSON - BUFF					
	PA	CCP - SEAT ASSEMBLY-BUFF	1.0000	Y	\$316.70		\$316.70
	PA	CCP - KIT-SEAT BACK-COMFORT-BUFF	1.0000	Y	\$447.76		\$447.76
	PA	CCP - HEADLIGHT ASM - LEFT	1.0000	Y	\$96.40		\$96.40
	PA	CCP - HEADLIGHT ASM - RIGHT	1.0000	Y	\$96.40		\$96.40



770-446-3444 - SpecialtyCarCo.com - Sales@SpecialtyCarCo.com

COMING SOON:  
8560 Holcomb Bridge Road, #124  
Alpharetta, GA 30022

1545 Mountain Industrial Blvd.  
Stone Mountain, GA 30083

## SERVICE QUOTE - DO NOT PAY

Quote: 01-21956  
Date: 7/11/2023

PO: QUOTE FOR DOC 126658  
CustId: green,sarai

Cust Email: police@pinelakega.net  
Phone: (404) 839-3213  
Salesperson: JamieLynn  
User: JamieLynn

Bill To:

Pine Lake Police Department  
Sarai Green

Ship To:

Pine Lake Police Department  
459 Pine Dr  
Pine Lake, GA 30072

Labor-Quick	PA	CCP - BUSHING, URETHANE, SOFT	12.0000	Y	\$1.28	\$15.36
	MC	LABOR	14.0000		\$115.00	\$1,610.00
	SS		1.0000	Y	\$25.00	\$25.00
Segment Total:						\$5,417.76

Parts:	\$3,132.76
Misc Charges:	\$2,559.50
:	\$25.00

Totals		Sub Total:	\$5,717.26
		Total Tax:	\$304.62
		Invoice Total:	\$6,021.88

NOTE: ESTIMATE ONLY. Additional parts and labor may be required upon disassembly of cart.

Signature



# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Confirmation of Mayoral Appointment of Poplar Park Planning Ad Hoc Committee

Mayor Hall will request Council consideration of the appointment of an ad hoc committee of a select number of council and community members. She will provide the names of appointees and the function of the committee in advance of the Tuesday meeting.

Please contact Mayor Hall if you should have any questions.

Thank you,

CMThornton

# Memo

**DATE:** January 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Resolution R-02-2024 – Authorizing Official Signatures for TRUIST Bank Accounts

The Administration requests Council authorization for the execution of a TRUIST banking resolution by Mayor Hall, Mayor pro tem Bordeaux, and City Manager Thornton, in the form of Resolution R-02-2024. Authorization of the execution upon satisfactory review by all signing parties, will constitute Council approval of the resolution and will officially authorize the following signatures and signers for administration of the City's TRUIST (formerly BB&T) Bank Accounts:

Brandy Hall	Mayor
Jean Bordeaux	Mayor pro tem
ChaQuias Miller-Thornton	City Manager

Mayor Hall and Mayor pro tem Bordeaux will serve as signatories for all City accounts, as applicable, and as provided for by City Charter. One signature is required for remittances processed by the City. City Manager ChaQuias Thornton will serve as the appointed signer for the entity and operate as custodian of the accounts.

There are currently ten (10) active banking accounts. The proposed resolution will apply to all accounts as listed below.

Confiscated Assets  
SPLOST  
Governmental Finance Pine Lake Reserve Fund (Bond Agent Fund DDA)  
DeKalb SRF  
General Fund Operating  
McAllister Fund  
Stormwater Utility  
American Rescue Plan Act Fund (ARPA)  
Municipal Court  
Capital Improvement

The Resolution will provide for the establishment of a new SPLOST II account for the collection of 2023 SPLOST dollars to be collected over the next six (6) years beginning in April 2024.

The Resolution will also provide for the close of the DeKalb SRF account – which currently has \$37.40 and for which there is no expectancy of additional revenue to be deposited. The Resolution will also provide for the close of the Municipal Pass Through account. Funds held in the pass through account will be transferred to the General Fund's Operating Account. This action is recommended by the Administration because the Municipal Court is not a separate entity/agency but, is an operating department of the city and therefore, revenues and expenditures associated with the department will be

accounted for in the General Fund operating budget in Department 1200 Municipal Court. No separate cash account is required for such operations.

On file with the resolution will be a full accounting of the transactions provided for by the Resolution.

Thank you,  
CMThornton