

**CITY OF PINE LAKE, GEORGIA  
SPECIAL CALLED SESSION AGENDA  
COUNCIL CHAMBERS  
SEPTEMBER 10, 2024 @ 6:00PM  
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**

**NEW BUSINESS**

1. Memorandum of Understanding between Pine Lake Association of Involved Neighbors and the City of Pine Lake for Pride Lake 2024
2. Agreement between Business Central Solutions LLC “dba” Municipal Central – Financial Management Services
3. Agreement between ChaQuias Miller Thornton and the City of Pine Lake – Professional Services for Interim Administrative Support
4. Resolution R-18-2024 – FY2023 Budget Amendment – Audit Adjustment

**ADJOURNMENT**

**MAYOR  
BRANDY HALL**

**COUNCIL MEMBERS**

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

**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)

## **ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

This constitutes an Addendum to the Memorandum of Understanding (MOU) between the City of Pine Lake (City) and PLAIN regarding Pride Lake 2024 to be held on September 21, 2024 in the City of Pine Lake. Each of the parties agrees to the following terms and conditions:

PLAIN will:

- PLAN, ORGANIZE and EXECUTE an LGBTQ+ Pride festival along Lakeshore Drive, Pine Lake, Georgia including soliciting sponsorships, scheduling musical performances and appropriate community events such as a parade, and arranging for vendors providing art and a variety of goods. Pride Lake will also arrange for licensed and insured food and beverage vendors to sell products at the event at their own risk.
- PROVIDE sufficient appropriate volunteers to safely operate the Pride event and ensure that all city property and facilities are left in clean and undamaged condition.
- ARRANGE parking and transportation to limit parking along City streets by attendees to the Pride Lake event.
- PUBLICIZE the City as a sponsor of Pride Lake on all promotional materials and printed matter.
- COLLECT and BAG all trash on a periodic basis to ensure no overflow of trash from trash containers. BRING all collected and bagged trash to the City dump truck parked at the Public Works yard by 9:00 p.m. on September 21, 2024. No staff person will be available to drive the dump truck and no persons other than City Public Works employees are authorized to drive the dump truck.
- ARRANGE with the City for two off-duty police officer or reserve duty officer to work one six-hour shift (2:00 p.m.-8:00 p.m.) on September 21, 2024 at an off-duty rate of \$45/hour. PAYMENT shall be made no later than September 13, 2024.
- NOTIFY in writing all residences along Lakeshore Drive of upcoming festival and road closure no later than \_\_\_\_\_, 2024.
- MAINTAIN insurance sufficient, and list the City as an additional insured, to cover any
- claims or liabilities arising from any aspect of Pride Lake including, but not limited to, the indemnity and hold harmless provision above, the sale of food and alcoholic beverages by third-party vendors, and the use of volunteers.

The City of Pine Lake will:

- MAKE the Beach House, located at 4580 Lakeshore Drive available to Pride Lake from 7:00 a.m. until 10:00 p.m. Saturday, September 21, 2024 in accordance with the terms and conditions of City's Property/Business Owners Rental Agreement for the Beach House and the City's Permit for Outdoor Festivals and/or Use of Public Lands and Buildings.
- CLOSE Lakeshore Drive between Magnolia and Spring Street, except for residents of Lakeshore Drive, from 10:00 a.m. September 21, 2024 until 9:00 p.m. September 21, 2024.

- CLOSE Lakeshore Drive, Park Drive and Spruce Drive intermittently for parade beginning at 4:00 p.m. and ending at 4:30 p.m.

Effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brandy Hall, Mayor  
City of Pine Lake

\_\_\_\_\_  
Calvin Burgamy, President  
Pine Lake Association of Involved  
Neighbors

Attest: \_\_\_\_\_  
Assistant City Clerk  
City of Pine Lake

Approved as to Form: \_\_\_\_\_  
Susan J. Moore, City Attorney  
City of Pine Lake

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**

This document, as Exhibit A, and the presentation of qualifications and services, as Exhibit B, constitute additional terms, conditions, representations and warranties applicable to the contract between the City of Pine Lake, Georgia, a municipal corporation of the State of Georgia (the City”), and Municipal Central, LLC, a domestic corporation, for Municipal Central to provide accounting, recordkeeping and financial management services to the City. Each of the parties agrees that such terms, conditions, representations and warranties provide adequate consideration for the entire agreement between the parties.

#### **SERVICES**

During the term of this Agreement, Municipal Central shall perform services for a minimum of ten and a maximum of \_\_\_\_\_ hours each week for the City of Pine Lake. Additional hours of service may be provided if approved in writing by the city manager or, in the absence of a city manager, such other individual as designated in writing by the mayor. These services may be performed on or off-site. Remote services provided by Municipal Central shall be provided on equipment provided by Municipal Central and shall be provided in a manner and using available tools, services and software to ensure that the City’s information, equipment and software is secure from hacking and cyberattacks. The City shall provide Municipal Central with access to the City’s budgeting and financial management software for the sole purpose of providing services to the City and Municipal Central covenants to keep confidential all Proprietary Information.

#### **COMPLIANCE WITH LAW**

Municipal Central shall comply with all the City’s policies and procedures and generally accepted government accounting standards as well as applicable federal and state laws, ordinances and the city charter. City may terminate agreement immediately or may provide notice and an opportunity to cure for any failure to comply with City policies or procedures, City ordinances or charter, generally accepted government accounting standards, or state or federal law.

Municipal Central shall execute and provide a contractor affidavit or such other evidence of compliance with O.C.G.A. Section 13-10-91 as required by state law.

## **PAYMENT**

Municipal Central shall submit an invoice to the City each month identifying hours worked each week in increments of one-quarter (0.25) hour along with a basic description of tasks performed. Payment of any undisputed amounts shall be due no later than thirty days after City's receipt of the invoice. Municipal Central shall provide at least thirty (30) days written notice to the City prior to terminating this contract.

## **INSURANCE AND LIABILITY**

Municipal Central shall obtain and maintain during the term of this Agreement insurance to cover any or all claims related to this Agreement and the services provided pursuant to this Agreement, including general liability insurance, professional liability insurance and fidelity insurance each in an amount not less than \$1,000,000.00 and shall add the City as an additional insured on all such insurance. Evidence of all such insurance coverage and additional insured status as well as any full policy shall be provided by Municipal Central to the City upon request within no more than seven days.

Municipal Central shall indemnify and hold harmless the City and all of its agents, officers and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death and including injury to real or personal property, that may be sustained by any person in the course of Municipal Central providing services to the City and that results from an act or omission of Municipal Central or any agent, officer, employee or contractor of Municipal Central, regardless of whether such liability arises in tort, contract, strict liability or otherwise, to the fullest extent allowed by law.

## **PROPRIETARY INFORMATION**

Municipal Central acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City or its contractors or vendors, including, but not limited to, information concerning operations, accounts, customers, citizens, business and financial condition, as well as information with respect to which Municipal Central has an obligation to maintain confidentiality due to obligations of the City under contracts (collectively referred to herein as "Proprietary Information"). Municipal Central agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act.

The obligations of Municipal Central under this section shall survive the termination of this Agreement.

## **ENTIRE AGREEMENT**

The Agreement, including Exhibit A and Exhibit B, is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

## **MODIFICATION**

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

## **GOVERNING LAW AND VENUE**

The Agreement is entered into under the laws of the State of Georgia and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in DeKalb County, Georgia.

## **SEVERABILITY**

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.

This Agreement shall be effective when executed by both parties.

City of Pine Lake

Municipal Central, LLC

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

\_\_\_\_\_  
Danny Lamonte

Date Signed:  
\_\_\_\_\_

Date Signed:  
\_\_\_\_\_

Attest:

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

Approved as to Form:

\_\_\_\_\_  
Susan Moore, City Attorney

EXHIBIT B



**1441 Woodmont LN NW Ste 1947 Atlanta, GA 30318**

**Phone: (678) 203-9575 Email: dlamonte@municipalcentral.com**

This agreement made this \_\_\_ day of August 2024 by or between **Business Central Solutions LLC “dba” Municipal Central**, hereinafter referred to as Accounting Consultant and **City of Pine Lake, GA** hereinafter referred to as Client.

Now, therefore, the parties hereto agree that the *Accountant* will provide the following services:

**Scope of Accounting Services :**

- Budget preparation and management
- Accounts payable & receivable
- Bank Reconciliations
- Review & preparation of State required annual close out report filings
- Assist with annual audit
- General Accounting support
- SPLOST & ARPA fund financial management

The client shall be billed at a rate of **\$75/hr**, with a minimum of 10 hours billed weekly.

Any extra services or products needed or requested shall be at the expense of the client. Accountant must have consent before securing any excess services or products.

If at any time the client should decide to terminate our services, notification in writing is requested 30 days in advance. Should the Accountant find it necessary to terminate services, the client will be notified in writing as well.

By signing below, both parties agree to the terms and conditions outlined in this agreement and attest to fully understanding of each other’s rights and responsibilities.

**Accountant-Name and Address**

Danny Lamonte  
Municipal Central LLC  
1441 Woodmont LN STE 1947  
Atlanta, GA 30318

**Client-Name and Address**

City of Pine Lake  
425 Allgood Road  
Stone Mountain, GA 30083

\_\_\_\_\_/\_\_\_\_\_  
Signature and Date

\_\_\_\_\_/\_\_\_\_\_  
Signature and Date



## EXHIBIT B.1



### Financial & Accounting Support for the: City of Pine Lake, GA

Presented by: **Municipal Central LLC**

#### About Us

- Experienced consultants specializing in municipal financial management
- Proven track record of enhancing financial stability & efficiency in local governments with over 20 years experience
- Tailored solutions to meet the unique needs of each client

#### Our Services

##### **1. Financial Management:**

- Budget Preparation and Management
- Financial Planning and Analysis
- Revenue and Expenditure Forecasting
- Cash Flow Management

##### **2. Accounting Services:**

- Bank Reconciliations
- Accounts Payable and Receivable Management
- Financial Reporting and Compliance
- Audit Preparation and Coordination

##### **3. Strategic Consulting:**

- Long-Term Financial Planning
- Capital Improvement Planning (SPLOST)
- Cost-Benefit Analysis
- Financial Policy Development

##### **4. Specialized Support:**

- Grant Management and Reporting
- SPLOST
- ARPA
- Training and Capacity Building for Staff

## Benefits to the *City of Pine Lake*:

### **1. Improved Financial Health:**

- Enhanced budget accuracy and financial reporting
- Better cash flow management and revenue optimization
- Increased financial transparency and accountability

### **2. Operational Efficiency:**

- Streamlined accounting processes and reduced errors
- Timely and accurate financial information for decision-making
- Comprehensive support for audit and compliance requirements

### **3. Strategic Growth:**

- Informed decision-making through detailed financial analysis
- Effective long-term planning and resource allocation
- Identification and implementation of cost-saving measures

### **4. Customized Solutions:**

- Tailored financial strategies to meet specific city needs
- Hands-on support and training for city staff
- Flexible service packages to fit budget constraints

## **Our Rates**

- Hourly Billing Rate: \$75 per hour (10 Hours per week minimum)

**\*We look forward to the opportunity to support the City of Pine Lake in achieving its financial goals and ensuring a prosperous future for its residents. \***

**AGREEMENT FOR PROFESSIONAL SERVICES  
FOR INTERIM ADMINISTRATIVE SUPPORT PROVIDER**

**WHEREAS**, the City of Pine Lake ("the City") has a need for administrative and financial management support services and needs someone with appropriate professional expertise to provide consulting based services relevant to all administrative and departmental service functions of the City; and

**WHEREAS**, the City of Pine Lake's City Manager position is set to be vacated on \_\_\_\_\_, 2024; and

**WHEREAS**, the City of Pine Lake needs someone to provide administrative support functions on an interim bases during the temporary vacancy of the City Manager position of the City; and

**WHEREAS**, ChaQuias Miller-Thornton of Thornton Governmental Management and Consulting LLC has represented that she has the necessary skills, education, experience and certifications to serve as Interim Administrative Support Provider;

**NOW THEREFORE, THIS CONTRACTUAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Pine Lake, Georgia for the professional services of ChaQuias Miller-Thornton, who the City is contracting with to serve as Interim Administrative Support Provider subject to approval by the City Council. The Interim Administrative Support Provider shall be an independent contractor and not an employee of the City. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

**SECTION I. EFFECTIVE DATE**

This Agreement shall become effective the \_\_\_\_\_, 2024 and be in effect until \_\_\_\_\_, 2024 unless terminated earlier by either party acting under Section 3. The parties may extend or renew the Agreement in writing properly approved and signed by both parties.

**SECTION 2. RESPONSIBILITIES**

The Interim Administrative Support Provider undertakes to provide the following professional services to the City:

- Administration and operation of all departments, offices, and agencies of the city, except as otherwise directed by the Mayor;
- Budgetary and financial maintenance and reporting, including oversight and supervision of City contractors;
- Guidance and oversight of City's Capital Improvement Monitoring, Planning, and Projects;
- Preparation of City's Capital Improvement Plan and Monitoring Plan;
- Preparation of administrative reports for the City Council and attendance at City Council meetings as requested to provide information and updates; and
- Assistance in transition of City Manager hired by City.

**SECTION 3. TERMINATION**

The City may terminate this Agreement at any time without cause but shall provide payment for all work provided up to that point by the Interim Administrative Support Provider. The City may terminate this

Agreement immediately at any time for failure to satisfactorily perform duties, violation of the City's ordinances, charter, policies or Code of Ethics, causing damage to any person or property, or any other activity, including but not limited to, charged criminal activity which undermines the Mayor, City Commission or City Manager's confidence in the ability of the Interim Administrative Support Provider. Interim Administrative Support Provider shall provide written notice of termination to Mayor at least thirty (30) days prior to termination no later than the 15<sup>th</sup> day of any month. Failure to provide such notice shall result in forfeiture of payment for any unpaid hours worked.

#### **SECTION 4. ON SITE AND REMOTE WORK; AVAILABILITY**

During the term of this Agreement, the Interim Administrative Support Provider shall perform operational and administrative support services for a minimum of eight and a maximum of twenty (20) hours each week for the City of Pine Lake. These services may be performed on or off-site, as some tasks the Interim Administrative Support Provider is engaged to provide may be done remotely. The Interim Administrative Support Provider shall comply with all of the City's policies and procedures in the administration of the functions under her purview.

#### **SECTION 5. PAYMENT**

The City shall pay the Interim Administrative Support Provider \$60.00/hour for hours worked during the period of \_\_\_\_\_, 2024 through \_\_\_\_\_, 2025. An invoice identifying hours worked each day in increments of one-quarter hour (.25) along with a basic description of tasks performed shall be submitted by Interim Administrative Support Provider to the Mayor and any contractor providing bill payment services for the City no later than ten (10) days after the end of the month in which service is performed. Payment by the City of undisputed amounts shall be due fourteen (14) days after City's receipt of invoice. The Interim Administrative Support Provider's payments will not be subject to the ordinary and customary withholdings of employees of the City, including federal and state taxes or assessments or withholdings for employee benefits, as the Interim Administrative Support Provider is a contractor and not an employee. The Interim Administrative Support Provider is not eligible for any employee benefits including workers' compensation coverage, health, retirement, or paid time off. For performing work remotely, the City will supply the Interim Administrative Support Provider with a computer which shall remain the property of the City, be returned immediately upon termination of this Agreement and not be used for other purposes. For remote work Interim Administrative Support Provider shall provide her own secure Internet access. Payments for service shall be made to Thornton Governmental Management and Consulting LLC.

#### **SECTION 6. PROPRIETARY INFORMATION**

The Interim Administrative Support Provider acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City or its contractors or vendors, including, but not limited to, information concerning operations, customers, citizens, business and financial condition, as well as information with respect to which the Interim Administrative Support Provider has an obligation to maintain confidentiality due to obligations of the City under contracts (collectively referred to herein as "Proprietary Information"). The Interim Administrative Support Provider agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of the Interim Administrative Support Provider under this section shall survive the termination of this Agreement.

**SECTION 7. ENTIRE AGREEMENT**

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

**SECTION 8. LAWS APPLICABLE AND VENUE**

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in DeKalb County, Georgia.

**SECTION 9. MODIFICATION**

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF PINE LAKE, GEORGIA**

By: \_\_\_\_\_  
Mayor

Date of Execution: \_\_\_\_\_

Attest:

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

Approved as to form:

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

**INTERIM ADMINISTRATIVE SUPPORT PROVIDER**

By: \_\_\_\_\_  
ChaQuias Miller-Thornton  
of Thornton Governmental Management LLC

Date of Execution: .....



# Memo

**DATE:** September 6, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Resolution R-18-2024 FY2023 Budget Amendment – Audit Adjustment

A new Government Accounting Standards Board (GASB) pronouncement (#96), also known as Statement No. 96, is a set of accounting standards that defines Subscription-Based Information Technology Arrangements (SBITAs) for government end users. It establishes accounting for the right-to-use subscription asset and a corresponding subscription liability. The pronouncement requires governments to calculate and book the assets and associated liability for information related subscriptions. Total subscriptions are calculated at approximately \$75,000.

To eliminate an audit finding for the FY2023 period and relative to Statement No. 96 requirements, the attached budget amendment is presented for Council consideration.

Thank you,

CMThornton

**RESOLUTION #R-18-2024**

**A Resolution of the Mayor and City Council of Pine Lake, Georgia**

**WHEREAS**, the **FY2023** local budget for the City of Pine Lake, Georgia was adopted in December 13, 2022; and

**WHEREAS**, it is necessary to amend such budget now;

**THEREFORE**, be is resolved by the Mayor and City Council of the City of Pine Lake, Georgia, that the following amendment to the general fund budget be made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

<b>GENERAL FUND ASSET</b>					
		<b>LINE ITEM DESCRIPTION</b>	<b>Increase</b>	<b>Decrease</b>	
	11.7901	Intangible Assets - Suscriptions	75,000.00		
		Fund Balance Allocation			
			75,000.00	0.00	75,000.00
<b>GENERAL FUND EXPENDITURES</b>					
		<b>LINE ITEM DESCRIPTION</b>			
	1100.0000.542700	Capital Outlay - Subscriptions Liability - Expense	53,000.00		
	1900.0000.581340	Debt Service - Subscriptions Liability - Expense	22,000.00		
			75,000.00	0.00	75,000.00
		Sum Total			-

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

\_\_\_\_\_  
Ned Dagenshard  
Asst. City