

**CITY OF PINE LAKE, GEORGIA
REGULAR SESSION AGENDA
SEPTEMBER 24, 2024 @ 6:00PM
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 SESSION

ANNOUNCEMENTS/COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

ADOPTION OF THE MINUTES

- Regular Session – August 27th, 2024
- Special Called Meeting – September 10th, 2024
- Work Session – September 10th, 2024

OLD BUSINESS

NEW BUSINESS

1. Declaration of Surplus – Public Safety and Public Works Assets
2. Agreement between the City of Pine Lake and DeKalb County, Georgia – GIS Data Sharing
3. Resolution R-19-2024 - FY2024 Budget Amendment
4. Termination of Agreement between Cline Services Corp. and the City of Pine Lake - Pedestrian Bridges Project
5. Pedestrian Bridges Project
6. Courthouse Renovations Project – Scope Approval
7. Addendum to the Agreement between Business Central Solutions LLC “dba” Municipal Central and the City of Pine Lake – Financial Management Services
8. Agreement between Billy Beckett and the City of Pine Lake – Professional Services – Interim City Manager

PUBLIC COMMENTS – 3 minutes each please

REPORTS AND OTHER BUSINESS

- **Staff**
- **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
Tom Ramsey
Thomas Torrent
Augusta Woods

ADMINISTRATIVE STAFF

ChaQuias Miller-Thornton
Interim – Admin Support

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

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www.pinelakega.net

**CITY OF PINE LAKE
WORK SESSION ACTION AGENDA
August 27th, 2024 at 6:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Call to Order: Mayor Brandy Hall called the Regular Session to order at 6:00pm.

Present: Mayor Brandy Hall, Mayor Pro Tem Bordeaux, Council Member Jeff Goldberg, Council Member Thomas Torrent, Council Member Tom Ramsey, and Council Member Augusta Woods. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, and Assistant City Clerk Ned Dagenhard. Public Works Special Projects Manager Bernard Kendrick was not in attendance.

Adoption of the Agenda of the Day

Mayor Hall asked to amend the Agenda of the Day with the addition of Old Business Item 2, Discussion of Amending the Existing MOU Between the City of Pine Lake and Pine Lake Association for Involved Neighbors (P.L.A.I.N.) immediately preceding adjournment.

Council Member Ramsey moved to adopt the Agenda of the Day as amended; Council Member Torrent seconded.

All members voted in favor, and the motion carried.

Adoption of the Minutes

- **Regular Session – July 30th, 2024**
- **Special Called Meeting – August 1st, 2024**
- **Work Session – August 13th, 2024**

Mayor Pro Tem Bordeaux moved to approve the Minutes; Council Member Goldberg Seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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459 Pine Drive, Pine Lake, GA**

Old Business

- 1. Draft Ordinance 2024-05 – An Ordinance Amending the Zoning Code of the City of Pine Lake to Authorize the Operation of Short-term Rentals within the City as a Special Use on the R-1 Single Family Residential District and the Commercial District Transitional Subarea – Discussion – Adoption**

Mayor Hall performed the second read of Ordinance 2024-05.

Council Member Woods moved to adopt Ordinance 2024-05; Mayor Pro Tem Bordeaux seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

- 2. Discussion of Amending the Existing MOU Between the City of Pine Lake and Pine Lake Association for Involved Neighbors (P.L.A.I.N.)**

Council Member Ramsey moved to approve the amended MOU Between the City of Pine Lake and P.L.A.I.N.; Council Member Goldberg seconded.

A discussion took place.

Council Member Ramsey moved to table the item; Council Member Torrent seconded.

Mayor Pro Tem moved to place Public Comment prior to removing Old Business Item 2 from the table; Council Member Torrent seconded.

Following Public Comment, Council Member Ramsey moved to remove Old Business Item 2 from the table; Mayor Pro Tem Bordeaux seconded.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

New Business

- 1. Draft Ordinance 2024-07 - An Ordinance Amending the Code of the City of Pine Lake to Impose a Three Percent Tax on the Furnishing of Lodgings; to**

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459 Pine Drive, Pine Lake, GA**

Provide for Reporting and Submission of Taxes; To Provide for Enforcement; To Provide for Repeal of Conflicting Ordinances; to Provide an Effective Date of this Ordinance, and for Other Purposes. – Adoption

Mayor Pro Tem Bordeaux performed the second read of Draft Ordinance 2024-07.

Mayor Pro Tem Bordeaux moved to adopt Draft Ordinance 2024-07; Council Member Torrent seconded.

A discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

2. Employee Group Health Insurance Renewal - Effective Term to begin 10/01/2024 -Recommended plans and authorization of Mayor to sign the necessary documents to provide employee group health benefits

Council Member Ramsey moved to approve the Employee Group Health Insurance Renewal; Mayor Pro Tem Bordeaux seconded.

City Manager Miller-Thornton explained that in a previous Work Session, City Council consented to renewal of Employee Group Health Insurance. The vendors include Anthem (Blue Cross Blue Shield) at an 8% increase, Humana Dental at a 2% increase, and Humana Vision at no increase. Additionally, a quorum of City Council consented to discontinuing the employee cost reimbursement program.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

3. Resolution R-14-2024 – Employee Benefits Plan 2024-2025

Council Member Torrent moved to approve Resolution R-14-2024; Council Member Golberg seconded.

City Manager Miller-Thornton explained that this item reflects budgetarily to New Business Item 2.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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4. Resolution R-15-2024 - FY2024 Budget Amendment

Council Member Ramsey moved to approve Resolution R-15-2024; Mayor Pro Tem Bordeaux seconded.

City Manager Miller-Thornton stated that the final tax digest (which reflects the increase in millage to 19.400) revealed a revenue increase resulting in budget surplus. This resolution, she further explained, provides that this increase in revenue will decrease the fund balance appropriation by the same amount.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

5. Resolution R-16-2024 – Executive Session Affidavit and Consideration of August 1, 2024 Executive Session Minutes

Council Member Ramsey moved to strike Resolution R-16-2024 from the agenda; Mayor Pro Tem Bordeaux seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

6. Resolution R-17-2024 – Executive Session Affidavit and Consideration of August 13, 2024 Executive Session Minutes

Mayor Pro Tem Bordeaux moved to approve Resolution R-17-2024; Council Member Torrent seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

7. Executive Session to Discuss Personnel – City Manager Agreement

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August 27th, 2024 at 6:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

At 6:36pm, Council Member Torrent moved to enter Executive Session; Council Member Woods seconded.

A discussion took place.

At 8:06pm, Council Member Woods moved to re-enter Regular Session; Mayor Pro Tem Bordeaux Seconded.

Reports and Other Business

- **Mayor**

Mayor Hall stated that the scheduling of the retreat was postponed to an undetermined future date.

- **City Council**

Council Member Torrent announced that he and Council Member Ramsey had accompanied Special Projects Manager Kendrick on a walkthrough of the wetlands. Council Member Torrent continued that the walkthrough and education by Mr. Kendrick revealed long-term neglect, and that the full extent of the structural and maintenance issues are still being assessed. Council Member Ramsey added that the time had been “hours well spent,” having left with a greater understanding of the issues upstream and the impact on water pressure.

Pine Lake News

Upcoming Events

September 7th, 2024 6 pm to 9 pm - Pride Lake Fundraiser Gayla: We will be screening camp classic Rocky Horror Picture Show, holding a Silent Auction, and crowning the Queer of the Year. Tickets are available at PrideLake.org

September 21st, 2 pm to 9 pm – Pride Lake Festival - Back to Camp: From 2-6, we will have camp activities for all ages, with a Grand March around the lake at 4 pm with Happy Hour at 5 pm The Pre-show begins at 6, and the Drag Show (18+) begins at 7pm.

November 5th General Election – Key Dates

August 19th: First Day to [request an absentee ballot](#) for Nov. 5th

October 7th: Deadline to [register/update address](#) for Nov. 5th Election

October 15th: [Advance voting](#) begins for the Nov. 5th Election

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October 25th: Last day to request absentee Ballot for Nov. 5th [Election](#)

November 1st: Advance voting ends for the Nov. 5th Election

November 5th: Election Day

To check your voter registration status, go to [My Voter Page](#).

For general questions and information on the changes affecting voting passed in SB 202 go to: [Voter FAQs](#)

Adjournment

Council Member Goldberg moved for adjournment at 8:16pm.

Ned Dagenhard
Assistant City Clerk

ChaQuias Miller-Thornton
Acting City Clerk

CITY OF PINE LAKE
SPECIAL CALL ACTION AGENDA
September 10th, 2024 at 6:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

Call to Order: Mayor Brandy Hall called the Special Called Meeting to order at 6:00pm.

Present: Mayor Brandy Hall, Mayor Pro Tem Bordeaux, Council Member Jeff Goldberg, Council Member Thomas Torrent, Council Member Tom Ramsey, and Council Member Augusta Woods. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Public Works Special Projects Manager Bernard Kendrick, and Assistant City Clerk Ned Dagenhard.

New Business

1. Memorandum of Understanding between Pine Lake Association of Involved Neighbors and the City of Pine Lake for Pride Lake 2024

Mayor Pro Tem moved to approve the MOU; Council Member Goldberg seconded.

Mayor Hall stated that the MOU mirrored previous years' agreements regarding Pride Lake, save for changes to dates.

Mayor Hall called for a vote.

Members voted 4-0-1. Mayor Pro Tem Bordeaux, and Council Members Goldberg, Ramsey, and Woods voted in favor of the measure; no members voted against; Council Member Torrent abstained. The motion carried.

2. Agreement between Business Central Solutions LLC "dba" Municipal Central – Financial Management Services

Council Member Torrent moved to approve the Agreement; Council Member Ramsey seconded.

City Manager Miller-Thornton stated that the initial terms of the agreement were presented to City Attorney Moore for review. The City Manager introduced Exhibit A as an addendum to the existing agreement terms, outlining the service expectation to be delivered in a minimum of 10 hours per week, with a maximum of 20 hours per week.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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SPECIAL CALL ACTION AGENDA
September 10th, 2024 at 6:00 PM
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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

Mayor Pro Tem Bordeaux moved to table Item 3 until after Work Session, New Business Item 7. Executive Session.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

4. Resolution R-18-2024 – FY2023 Budget Amendment – Audit Adjustment

Mayor Pro Tem Bordeaux moved to approve R-18-2023; Council Member Ramsey seconded.

City Manager Miller-Thornton explained that beginning in 2023, the Governmental Accounting Standards Board issued a pronouncement requiring governmental entities to begin booking subscriptions to Information Technology services as assets. This includes both payment for services and a valuation of “cloud”-stored data. The City Manager continued that these valuations had not yet been received when requested audit documentation was submitted. As the valuations have now been received, a budget adjustment is required to reflect those assets.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Council Member Ramsey moved to recess at 6:15pm; Council Member Torrent seconded.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Ned Dagenhard
Assistant City Clerk

ChaQuias Miller-Thornton
Acting City Clerk

CITY OF PINE LAKE
WORK SESSION ACTION AGENDA
September 10th, 2024 at 6:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

Call to Order: Mayor Brandy Hall called the Work Session to order at 6:15pm.

Present: Mayor Brandy Hall, Mayor Pro Tem Bordeaux, Council Member Jeff Goldberg, Council Member Thomas Torrent, Council Member Tom Ramsey, and Council Member Augusta Woods. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Public Works Special Projects Manager Bernard Kendrick, and Assistant City Clerk Ned Dagenhard.

Announcements/Communications

None.

Adoption of the Agenda of the Day

Mayor Hall evoked mayoral privilege to amend the agenda with the addition of a New Business Item placed between Items 5 and 6: *Addendum to the MOU between City of Pine Lake and LakeFest, Inc. – Street Closure.*

Council Member Woods moved to adopt the Agenda of the Day as amended; Mayor Pro Tem Bordeaux seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

New Business

1. Mayor and Council Roles and Responsibilities – City Attorney Moore

Mayor Hall invited City Attorney Moore to discuss the roles and responsibilities of staff and members of the governing body, as identified by the City Charter.

Mayor Pro Tem Bordeaux and Council Member Rasmey asked for clarification on the role of the Mayor as “liaison” between Administration and City Council. City Attorney Moore responded that the City Charter appears to anticipate the Mayor as a conduit. She affirmed the appropriateness of alerting the Administration Department to localized problems within the City without direct contact with the Mayor, but urged the utilization of funneling information in a controlled fashion, since City Council “acts as one body.”

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Other points of discussion were the Mayor's role in setting meeting agendas (reflecting description as *Chair*), and the direction from the Charter as to how the City responds during a City Manager vacancy. In the case of the latter, City Attorney Moore stated that establishing an interim was the standardized approach, noting that the Charter only offers guidance in barring the Mayor from serving as City Manager.

No action was taken by City Council.

2. Pedestrian Bridges Improvement Update

Mayor Hall invited Special Projects Manager Bernard Kendrick to discuss the pedestrian bridges improvement project.

Mr. Kendrick discussed at length the impending inner-berm pedestrian bridge project, citing conversations held with multiple engineering firms. The result of these conversations, Mr. Kendrick described, is an expectation that the scope of work will be altered to reflect strict pedestrian use of the bridges, rather than vehicle use.

Council Member Ramsey

No action was taken by City Council.

3. Declaration of Surplus – Public Safety and Public Works Assets

Council Member Goldberg moved to approve the Declaration of Surplus; Mayor Pro Tem Bordeaux seconded.

City Manager Miller-Thornton explained that governments are required to declare items as surplus before moving to list/sell or dispose of items.

Chief Green recommended (2) decommissioned patrol vehicles for surplus declaration. The Chief of Police proposed two directions her department would take to offload the (2) *Dodge Chargers*: selling them back to the dealership, or listing the vehicles on *GovDeals*.

Special Projects Manager Bernard Kendrick described various landscape maintenance items as either obsolete, or as not aligned with the operational needs of the Public Works Department. These items, he continued, would also potentially be listed on *GovDeals*. Mr. Kendrick added that *AgPro*, the vendor from whom the Public Works Department has sourced much of its *John Deere* equipment, has expressed purchasing interest.

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Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

4. Agreement between the City of Pine Lake and DeKalb County, Georgia – GIS Data Sharing

City Manager Miller-Thornton explained the proposed agreement with DeKalb County to share Geographic Information System data between the two governments, as brought forward by Special Projects Manager Bernard Kendrick. The City Manager acknowledged the possibility that a similar agreement is “already on the books,” but added that there was no harm in a second adoption.

No action was taken by City Council.

5. Resolution R-19-2024 - FY2024 Budget Amendment

City Manager Miller-Thornton described Resolution R-19-2024 as an updated accounting of current revenue, expenses incurred, and Local Maintenance Improvement Grant encumbrance. The City Manager added that a general ledger has been produced to go along with this item, to be presented for vote at the next Regular Session.

No action was taken by City Council.

6. Addendum to the MOU between City of Pine Lake and LakeFest, Inc. – Street Closure

City Manager Miller-Thornton described the addendum as permitting street closure in the evening of Friday, October 18th, 2024 to clear the way for arrival of LakeFest vendors early Saturday morning.

Council Members Goldberg and Torrent inquired as to whether DeKalb County’s special event fee schedule would be imposed on the event’s vendors. City Manager Miller-Thornton responded clarifying the extension of the County’s jurisdiction, which is limited to imposing fees related to public health (food service). All other regulations of the event, the City Manager continued, are regulated by the City of Pine Lake.

No action was taken by City Council.

**CITY OF PINE LAKE
WORK SESSION ACTION AGENDA
September 10th, 2024 at 6:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Council Member Torrent moved to amend the agenda to place *Public Comment* and *Reports and Other Business* before Item 7, *Executive Session to Discuss Personnel*; Council Member Ramsey seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Reports and Other Business

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

Please refer to the Pine Lake website to access the most recent City Manager report. Please email 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 Pine Lake website to access the most recent Police/Public Safety report dated. Please email neddagenhard@pinelakega.net to request a copy or call (404) 999- 4931 to schedule an appointment to review the copy on file.

Bernard Kendrick – Special Projects Manager, Public Works

Please refer to the Pine Lake website to access the most recent Public Works report. Please email neddagenhard@pinelakega.net to request a copy or call (404) 999- 4931 to schedule an appointment to review the copy on file.

Mayor

Mayor Hall reminded City Council that at 5:00pm prior to the September 24th, 2024 Regular Session, the Governing Authority would meet at the Pine Lake Beach for a group photograph. The photography session was donated by local photographer, Luis Erazo. The Mayor thanked Mr. Erazo for his kind gesture.

Mayor Hall led a brief discussion with City Council as to when a Fall Council Retreat would take place. Multiple dates and times were proposed, with the body agreeing to Friday, October 25th from 9:00am-3:00pm.

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City Council

Council Member Goldberg expressed gratitude toward Special Projects Manager Bernard Kendrick for his proactive correspondence with DeKalb County regarding ownership and maintenance expectations of the City's dams.

Pine Lake News

Review of Inner Berm Pedestrian Bridge Reconstruction: After consulting with our Special Projects Director, Mr. Kendrick, who was asked to explore other opinions and expertise on the [Inner Berm pedestrian Bridge reconstruction](#), we are evaluating this information and hope to receive additional information about this project. We hope that we can get this project completed at a lower cost based on this new information.

Upcoming Events:

September 21st, from 2pm until 9pm – Pride Lake Festival: From 2-6pm, there will be camp activities for all ages, with a Grand March around the lake at 4pm with Happy Hour at 5:00 pm. The Pre-show begins at 6:00 pm, and the Drag Show (18+) begins at 7:00 pm. For more information go to: PrideLake.org

October 19-20, 2024 – 11 am to 6 pm: Lakefest is getting close. For more information or to volunteer or donate go to pinelakefest.com

November 5th General Election – Key Dates:

August 19th: First Day to [request an absentee ballot](#) for Nov. 5th

October 7th: Deadline to [register](#)/update address for Nov. 5th Election

October 15th: [Advance voting](#) begins for the Nov. 5th Election

October 25th: Last day to request absentee Ballot for Nov. 5th [Election](#)

November 1st: Advance voting ends for the Nov. 5th Election

November 5th: Election Day

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**CITY OF PINE LAKE
WORK SESSION ACTION AGENDA
September 10th, 2024 at 6:00 PM
Council Chambers
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7. Executive Session to Discuss Personnel

Council Member Ramsey moved to enter Executive Session; Council Member Torrent seconded.

Executive Session was held.

At 9:06, Council Member Torrent moved to re-enter the Special Called Meeting; Council Member Goldberg seconded.

Special Called Meeting was reconvened.

3. Agreement between ChaQuias Miller-Thornton and the City of Pine Lake – Professional Services for Interim Administrative Support

Council Member Ramsey moved to approve the Agreement; Council Member Torrent seconded.

A discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Adjournment

Council Member Ramsey moved for adjournment at 9:07pm.

Ned Dagenhard
Assistant City Clerk

ChaQuias Miller-Thornton
Acting City Clerk



Memo

DATE: September 7, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: Declaration of Surplus

Pursuant to Chapter 26 – FINANCE AND TAXATION, Section 26-31 – Sale of city property of the City of Pine Lake Code of Ordinances:

1. No property belonging to the city shall be sold except after approval of the mayor and city council; and
2. When any property owned by the city has become surplus, unserviceable or useless, the head of the department in charge of the property shall certify to mayor and city council that such property is no longer useful and should be disposed of. Any property to be sold shall be sold at public sale either by sealed bid or public outcry to the highest bidder for cash or certified funds. Nothing herein shall prevent the city from donating or exchanging such surplus property with other governmental units of quasi-governmental units.

In accordance with such provisions, the items on the attached list are presented for declaration of surplus by the Mayor and Council, to be disposed of in the manner recommended.

Thank you,

CMThornton

CITY OF PINE LAKE					
PUBLIC WORKS EQUIPMENT CAPITAL SURPLUS					
MANUFACTURER	MODEL	CONDITION	CURRENT VALUE	SALVAGE VALUE	DISPOSAL METHOD
WALLENSTEIN	GX 700 BACKHOE ATTACHMENT	NEEDS SERVICE	\$7,600.00	\$500.00	SALE
BIG T VAC	LEAF VACUUM	SCRAP	\$200.00	\$200.00	SCRAP
VERMEER	BRUSH GRINDER	NEED SERVICE	\$5,000.00	\$2,100.00	SALE
JOHN DEERE SIDE TRIMMER	FRONTIER SB 3106	SURPLUS/SCRAP	\$500.00	\$700.00	SALE
JOHN DEERE LOADER	855/70A	NEED SERVICE	\$2,000.00	\$1,200.00	SALE
JOHN DEERE ZERO TURN	757	POOR	\$500.00	\$500.00	SALE
JOHN DEERE SNOW PLOW	FRONTIER AL 1672E	NEW	\$2,700.00	\$2,500.00	SALE
JOHN DEERE BUSH HOG	403	SCRAP	\$500.00	\$500.00	SALE
STIHL	BACKPACK BLOWERS	POOR	\$1,500.00	\$1,500.00	SALE
STIHL	WEED EATERS	POOR	\$400.00	\$400.00	SALE
WELDER'S KIT		POOR	\$250.00	\$250.00	SALE
TABLE SAW		POOR	\$250.00	\$250.00	SALE
YARD MACHINE	PUSH MOWER	POOR	\$100.00	\$100.00	SALE
TOTALS			\$21,500.00	\$10,700.00	



CITY OF PINE LAKE

459 Pine Dr., P. O. Box 1325
Pine Lake, GA 30072
Phone 404.292.4250 / Fax 292.7531
pinelakega.net



MEMO

TO: Mayor and Council
FROM: S. Yhudah-Green
DATE: September 8, 2024
RE: Surplus

The vehicles highlighted in this memo have been decommissioned and are no longer in use.

A service review of said vehicles identifies significant repairs and will result in costly maintenance expenses to both vehicles. It is my recommendation that these vehicles be deemed surplus.

Thank you

Note: Review Public Safety Equipment Capital Program.

SYGreen

**CITY OF PINE LAKE
PUBLIC SAFETY EQUIPMENT CAPITAL PROGRAM**

MAKE	MODEL	YEAR	VIN	CONDITION	MAINT. COSTS	MAINTENANCE EXPENSE CURRENT FY	MILEAGE/HOURS	PURCHASED PRICE	REPLACEMENT PRICE
643 Dodge	Charger	2021	2C3CDXAT2MH682016	Good	\$ 2,000.00	\$ 182.00	22,203	\$25,786.00	N/A
642 Dodge	Charger	2017	2C3CDXAG0HH511368	DECOM	HIGH	\$ 298.00		\$22,786.75	N/A
641 Dodge	Charger	2018	2C3CDXAG6JH262354	DECOM	HIGH	\$ 298.00	62,583	\$26,873.00	N/A
645 Dodge	Charger	2014	2C3CDXAT4EH367915	Fair	\$ 2,000.00	\$ 575.60	117,186	DONATION	N/A
644 Dodge	Explorer	2014	1FM5K8ARXEGB27585	Fair	\$4,000.00	\$ 6,416.56	147,676	DONATION	N/A
Ford	Explorer	2023	1FM5K8AB1PGA62485	New	LOW	Warranty	8,057.60	\$ 56,600.00	N/A
TOTALS						\$ 7,770.16			

**DECOM = Decommissioned (Vehicle Submitted for Surplus)

Please take note of the following information:

Vehicles: 642 Dodge Charger 2017 2C3CDXAG0HH511368
641 Dodge Charger 2018 2C3CDXAG6JH262354

Background: Both vehicles have experienced declining performance and were taken to The Gwinnett Chrysler Dodge Jeep Ram Dealership in Gwinnett County, GA for assessment. The dealership determined that both vehicles require significant repairs, which are not cost-effective. Repairing these aging vehicles would result in increased annual repair costs, exceeding the cost of a new vehicle purchase. Furthermore, in 2023, Dodge officially discontinued the production of the Dodge Charger, making parts, support, and repairs more costly and less available.

Recommendation: I recommend exploring a buyback through GMA or placing both vehicles on govdeals in order to purchase another marked patrol vehicle. It's important to note that these vehicles continue to accumulate costs while they are parked in our lot and covered by our fleet insurance. Therefore, I strongly suggest disposing of the vehicles immediately.

Note: The aforementioned vehicles were purchased from Akins Dodge Jeep Chrysler in Winder, GA, and were acquired through the GMA lease program. The vehicles were received "road ready," with detailing, graphics, etc., included in the purchase

**GIS DATA SHARING AGREEMENT
BETWEEN
THE CITY OF PINE LAKE
AND
DEKALB COUNTY, GEORGIA**

This data sharing agreement (the "Agreement"), is entered into by and between the City of **PINE LAKE** (hereinafter referred to as "**PINE LAKE**") and the DeKalb County GIS Department (hereinafter referred to as "DeKalb").

Grant of License

DeKalb hereby grants **PINE LAKE**, subject to the provisions of this Agreement, a nonexclusive license to use its GIS Data solely for internal use by **PINE LAKE**. This is a limited use license which may not be transferred, sold, assigned, leased, or sub-licensed.

City of PINE LAKE Responsibilities

PINE LAKE shall take reasonable precautions to protect the security and integrity of the GIS Data and to prevent unauthorized access, use, or duplication of the GIS Data or any part thereof by third parties. Reasonable precautions include those **PINE LAKE** takes to protect its proprietary software, hardware, or information.

Restrictions on Use

The GIS records and data being provided by DeKalb are protected by the copyright laws of the United States and are being furnished with all rights reserved. **PINE LAKE** shall not disclose, publish, sell, assign, lease, sublicense, market, distribute, loan, offer, or transfer the GIS Data, or any portion thereof, to unauthorized third parties without the expressed written permission of DeKalb. Any unauthorized distribution of GIS Data, or any GIS Data derived products other than hard copy map products, is prohibited. **PINE LAKE** shall not engage in any processing of the GIS Data for other persons or entities. **PINE LAKE** shall not use the GIS Data in any manner or for any purpose not expressly authorized by this Agreement. The term 'unauthorized third parties' shall not be construed to mean any contractor, consultant or any similar person or entity hired by **PINE LAKE**, or working by agreement with **PINE LAKE**, for a limited purpose.

PINE LAKE shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute DeKalb County GIS Data for any purpose other than indicated in the applicable contract or agreement. All copies of DeKalb County GIS Data used by a third party contractor must be returned to **PINE LAKE** upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor **PINE LAKE** may choose to employ. **PINE LAKE** shall provide any third party contractor with a copy of this signed Agreement.

Acknowledgments and Data Quality

PINE LAKE acknowledges that GIS Data is complex and that it may contain some nonconformities, defects, or errors. GIS Data is dynamic and the data elements are subject to constant change to represent best available information. Therefore, the accuracy and completeness of the GIS Data cannot be guaranteed. Work derived from outdated GIS databases could be incomplete and contain errors. GIS Data is complete only in the sense that it compiles best available information, and is not the result of comprehensive site specific field surveys. DeKalb makes no warranties or guarantees; either expressed or

implied, as to the completeness, accuracy, or correctness of the GIS Data. **PINE LAKE** accepts the GIS Data "as is."

For these reasons, the use of current and updated data is recommended. **PINE LAKE** agrees to provide DeKalb, when possible and appropriate, any corrections, updates, and/or modifications to the GIS Data. DeKalb will use the updates provided by **PINE LAKE** as it deems appropriate. **PINE LAKE** is responsible for requesting updated GIS Data and DeKalb agrees to periodically provide the updated GIS Data.

PINE LAKE is responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with the GIS Data. **PINE LAKE** agrees that it will not use the GIS Data provided by DeKalb for final design purposes under any circumstances.

PINE LAKE agrees to recognize and honor in perpetuity the copyrights and other proprietary claims for survey control information, databases, collateral information and products established or produced by DeKalb or the vendors furnishing said items to the County.

PINE LAKE acknowledges and agrees that it shall have no remedy at law or in equity against DeKalb for providing inaccurate, incomplete or otherwise defective data.

Limitation of DeKalb County Liability: Indemnity

DeKalb shall not be liable under any circumstances for any lost profits, lost savings, or any other consequential damages which may arise from any use of the GIS Data. DeKalb shall bear no liability if the GIS Data does not meet any particular purpose for which **PINE LAKE** may use the GIS Data/ nor shall DeKalb be liable under any circumstances for the installation of the GIS Data or for any results obtained from its use.

To the extent permitted by Georgia law, **PINE LAKE** shall indemnify and hold harmless DeKalb, its officials, officers, employees and servants against all loss, damages, injuries, claims, expenses or attorneys' fees which may be sustained or asserted against DeKalb resulting from any error, or omission of **PINE LAKE**, or the negligent act of **PINE LAKE** or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

Term and Termination

The term of this License is perpetual and does not expire.

Neither this Agreement nor the rights granted by it shall be assigned or transferred by **PINE LAKE** under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

Without limiting other remedies available in law or equity, in the event **PINE LAKE** breaches its obligations under this Agreement, DeKalb shall have the right to terminate this Agreement. DeKalb shall terminate by delivering to **PINE LAKE**, with at least thirty (30) days written notice, a Notice of Termination specifying the nature, extent, and effective date of the termination. Said Notice of Termination shall be sent to **PINE LAKE**, addressed as follows:

The City of **PINE LAKE**
ADDRESS OF CITY

All notices sent to the above address shall be binding upon **PINE LAKE** unless said address is changed by **PINE LAKE** in writing to the County. **PINE LAKE** agrees to return all copies of its GIS Data to DeKalb immediately upon termination.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

Payment by PINE LAKE

DeKalb shall grant the license at no charge to **PINE LAKE**.

This Agreement shall be governed by, construed and enforced in accordance with the laws of Georgia.

The City of **PINE LAKE** and the DeKalb County Department of Watershed Department hereby agree to the above terms and conditions.

Printed Name of **PINE LAKE** representative

Signature of **PINE LAKE** representative

Date

Printed Name of GIS Manager of
Department of Watershed Management
in DeKalb County

Signature of GIS Manager of
Department of Watershed Management
in DeKalb County

Date



Memo

DATE: September 7, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: Resolution R-19-2024 FY2024 Budget Amendment

The attached budget amendment, proposed as Resolution E-19-2024, serves to offer recommendation for the adjustment of revenue and expenditure appropriations within the City's general fund for to-date receivables and expenses collected and incurred. Full explanation of the recommended amendment will be provided at presentation of the proposed resolution on 09/16/2024. The resolution is scheduled for consideration of approval during the regular meeting of Mayor and Council scheduled for 09/24/2024.

CMThornton

Thank you,

CMThornton

RESOLUTION #R-19-2024

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

WHEREAS, the **FY2024** local budget for the City of Pine Lake, Georgia was adopted in December 2023; 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.

GENERAL FUND ASSET					
		LINE ITEM DESCRIPTION	Increase	Decrease	
100	311302	Intangible Tax	15,149.00		
100	311700	Franchise Tax		34,000.00	
100	311710	Electric Franchise	26,000.00		
100	311720	Cable Franchise	4,000.00		
100	311730	Gas Franchise	4,000.00		
100	322100	Building Permits		7,500.00	
100	334005	LMIG Program	14,914.00		
100	351100	Court Receipts	6,000.00		
100	351200	Probation	4,000.00		
		Fund Balance Allocation	36,795.00		
			110,858.00	41,500.00	69,358.00
GENERAL FUND EXPENDITURES					
		LINE ITEM DESCRIPTION			
100	1100.0000.0000.511000	Salaries and Wages - Full-time		6,085.00	
100	1100.0000.0000.521290	Other Professional Services	6,085.00		
100	1100.0000.0000.521210	Legal Expense	10,000.00		
100	1100.0000.0000.521241	Permitting & Inspection		7,500.00	
100	1100.0000.0000.521290	Other Professional Services	20,000.00		
100	1200.0000.0000.572100	Payments to Agencies	6,000.00		
100	1200.0000.0000.573100	Bond Refunds	4,000.00		
100	1400.0000.0000.512100	Group Insurance		5,000.00	
100	1400.0000.0000.522220	Automobile Repair/Maint	5,000.00		
100	1400.0000.0000.522230	Building Repairs/Maint	2,500.00		
100	1400.0000.0000.522250	Street Repairs/Maint	14,914.00		
100	1400.0000.0000.524000	Contract Labor	15,000.00		
100	1400.0000.0000.531231	Street Lights	4,500.00		
100	2300.0000.0000.511300	Regular - Part-time		7,125.00	
100	2300.0000.0000.512200	FICA Contributions		441.00	
100	2300.0000.0000.512300	Medicare		90.00	
100	2300.0000.0000.522230	Building Repairs/Maint	2,400.00		
100	2300.0000.0000.531600	Small Equipment	5,200.00		
			95,599.00	26,241.00	69,358.00
		Sum Total			-

Brandy Hall
Mayor

Ned Dagenshard
Asst. City

AGREEMENT TO TERMINATE CONTRACT

This Agreement is between the City of Pine Lake, Georgia (“City”) and Cline Service Corporation (“Cline”), located at 1846 Chalybeate Road, Manchester, GA. Both City and Cline mutually agree to terminate the contract entered into June 15, 2024 for pedestrian bridge replacement by Cline in the City. Because this agreement is being mutually terminated neither party is obligated to, liable to or owes any compensation to the other party. The City and Cline mutually release each other from and waive any claims against the other party arising out of the bid and contract for pedestrian bridge replacement. Both parties accept and acknowledge that the termination of the contract and the release and waiver are sufficient consideration to enter into this agreement. This agreement shall take effect September 10, 2024 regardless of the date signed by both parties. The signatories represent and warrant that they have full authority to enter into this agreement.

For the City of Pine Lake

For Cline Services Corp.

Brandy Hall, Mayor

Raymond Cline, Jr., President

Date: _____

Date: _____

Attest: _____

Ned Dagenhard
Assistant City Clerk

Approved as to form: _____

Susan Moore, City Attorney

TO: ChaQuias M. Thornton
City Manager

FROM: Bernard Kendrick
Special Projects Manager

DATE: September 20, 2024

SUBJECT: Pedestrian Bridge Maintenance Project Recommendation

CM,

Please accept the following observations related to the subject project.

The subject project submittals were reviewed by an independent structural engineer with an emphasis on the determination of the usage of helical piers for the proposed new pedestrian bridges.

The submitted report by George Murray, P.E. and Foster Engineering supports the assumption that helical piers are not necessary for the construction of pedestrian bridges in this particular application at Pine Lake. The elimination of the helical piers will reduce the costs of the construction of the pedestrian bridges, allow for the construction of an appropriate structure for the site, reduce the timeframe for construction, and allow resources for additional projects.

There has been a total of 3 contractors that have toured the project area, and all agree that this is a maintenance project.

The Mayor and Council awarded a bid of \$275,000 to Cline Contractors for the construction of the replacement bridges. The Mayor and Council have since decided to terminate the contract of Cline Contractors. Mayor and Council have since been presented with a design/build alternative to the construction of the pedestrian bridges at a significant savings.

I recommend the award of the construction of the pedestrian bridge to Foster Engineering and Design in the amount of \$98,800.00. The anticipated savings of this project is estimated to be \$176,200.

RECOMMENDATIONS

I recommend the following

- **ALLOW SPECIAL PROJECT MANAGER TO DIRECT PROJECT WITH LOCAL SUBCONTRACTORS**

I believe that this recommendation will reduce the costs of the project significantly and have a greater impact on the deliverable.

TO: ChaQuias M. Thornton
City Manager

FROM: Bernard Kendrick
Special Projects Manager



DATE: September 20, 2024

SUBJECT: Courthouse Renovation Project Recommendation

CM,

Please accept the following observations related to the subject project.

The subject project submittals were reviewed by selected contractors for the proposed renovations to the City of Pine Lake Courthouse.

It was determined that the proposed renovations could be accomplished at a significant costs savings and in a shorter timeframe. All proposed activities are considered maintenance in nature. There has been a total of 3 contractors that have toured the project area, and all agree that this is a maintenance/renovation project.

Additionally, the roofing upgrade can be accomplished within the budgeted SPLOST I dollars.

A preliminary mechanical, plumbing, and electrical inspection was performed prior to this recommendation. This inspection concluded that substantial electrical repairs and upgrades are needed to accommodate ANY audio/visual upgrades. Additionally, electrical upgrades are REQUIRED to bring the building into code compliance. These additional electrical upgrades are estimated to be \$26,400. These costs are accounted for within the budgeted \$270,000 but limit other improvements.

The engineer's estimate for this project is approximately \$385,000. I believe that all the proposed renovations can be accomplished within the \$270,000 budgeted SPLOST I dollars. If the project is directed by General Contractor, the approximate savings are estimated to be \$9,453.00. If the project is directed by the Special Projects Manager, the realized savings are estimated to be \$76,733.00.

RECOMMENDATIONS

I recommend the following:

- ALLOW SPECIAL PROJECT MANAGER TO DIRECT RENOVATION PROJECT WITH LOCAL SUBCONTRACTORS
- ALL SUBCONTRACTORS WILL CARRY THEIR OWN INSURANCE
- RENOVATION COSTS WILL NOT EXCEED THE BUDGETED SPLOST AMOUNT

- DIRECT PROJECT SAVING TOWARD OTHER CAPITAL NEEDS
(RECREATION/CAPITAL EQUIPMENT)

NOTICE TO PROCEED

Notice To Proceed is hereby granted to Special Project Manager Bernard Kendrick to execute the approved renovation maintenance of the Pine Lake Courthouse, located at 459 Pine Drive Pine Lake GA 30072.

- The authorized budget of the subject project is not to exceed \$270,000.
- Scope of Renovation is attached
- SPM Kendrick shall direct all project tasks and improvements
- SPM Kendrick will execute the project on a task order basis not to exceed \$25,000 per task.
- SPM Kendrick is authorized to employ various subcontractors to achieve project completion.
- A list of subcontractors will be attached to the Notice To Proceed.

All work to be performed will not commence prior to September 24, 2024, and will be substantially completed by October 23, 2024.

A portion of the subject work will require weekend work and the shutdown of all building systems for several tasks. This work will be coordinated and scheduled with the building occupants.



City Manager

Brandy Hall
Mayor

Memo

DATE: September 20, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: Addendum to Financial Management Services Agreement, Exhibit A

On September 10, 2024 Pine Lake City Council approved services agreement between the City and Business Central Solutions LLC for Financial Management Services. However, the service provider has requested the following addendum to the agreement:

1. Approved Exhibit A, Payment provides the following:

“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.”

The provider has asked that Municipal Central payment be due no later than ten (10) days. I have expressed to the provider that the City generally processes payment within 7 days of receipt, however, requests at least a 15 day turnaround since remittances for payables are only processed once per week. The provider agreed with the 15 days as proposed.

Addendum to Exhibit A, Payments:

Remove:

“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.”

Add:

“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 fifteen (15) 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.”

Thank you,

CMThornton

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~~ fifteen (15) 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

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR CITY MANAGER TRANSITION**

THIS AGREEMENT ("Agreement") is entered into this ____ day of September, 2024 by and between the City of Pine Lake, Georgia ("City") for the professional services of Billy Beckett, through Beckett Local Government Management Services ("Beckett"). The Mayor intends to appoint Billy Beckett as Acting City Manager ("Acting City Manager") subject to confirmation by the City Council. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

SECTION I. APPOINTMENT AND EFFECTIVE DATE

Pursuant to appointment by the Mayor and confirmation by the City Council on September 24, 2024, the City intends to appoint an Acting City Manager to exercise the duties and responsibilities of the office of City Manager of the City of Pine Lake in accordance with the general law of the State of Georgia, the City Charter, and the Code of Ordinances of the City of Pine Lake ("City Code"). This Agreement shall become effective upon the date the Acting City Manager assumes the office of Acting City Manager, which date the parties anticipate to be at 8:30 am on _____ ("Effective Date"), and all powers, duties, and rights of the Acting City Manager under the law and under the Agreement shall be deemed to be in effect beginning on the Effective Date.

SECTION 2. ACTING CITY MANAGER'S DUTIES

The Acting City Manager shall exercise the responsibilities assigned to a City Manager under the general law of the State of Georgia and in the City Charter and shall do so in accordance with this Agreement. The Acting City Manager shall also perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign and shall coordinate work with the Administrative Support Provider, ChaQuias Miller Thornton, during the term of her engagement with the City.

SECTION 3. TERM AND TERMINATION

The Agreement shall terminate December 13, 2024 unless extended in writing by the Mayor and Beckett subject to confirmation by the City Council. Additionally, the parties acknowledge that Sections 2.27 and 2.29 of the City Charter provide for the termination of a City Manager's services at will by the Mayor and City Council. If the City desires to terminate the services of the Acting City Manager prior to the end of the term of this Agreement, the City shall merely provide at least fourteen (14) days' prior written notice to the Acting City Manager and such termination shall be immediate or otherwise effective upon the date set forth in the notice.

SECTION 4. PART TIME WORK

During the term of this Agreement, the Acting City Manager shall work primarily for the City for 24 hours per week with at least 16 hours per week being on site at the City. The Acting City Manager shall be diligent in the performance of his duties at all times and shall be reasonably available to the Mayor, the City Council members and to City personnel.

The Acting City Manager shall comply with the City's practices on procurement and conduct (as reflected in City policies as may be amended from time to time).

The Acting City Manager acknowledges that much flexibility is required in this position, as there are meetings outside regular business hours that will also require his presence.

SECTION 5. PAYMENT

The compensation for the Acting City Manager shall be \$ 75.00 per hour. An invoice identifying hours worked each day along with a basic description of tasks performed shall be submitted by the Acting City Manager 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 Acting City Manager'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 Acting City Manager is a contractor and not an employee. The Acting City Manager is not eligible for any employee benefits including workers' compensation coverage, health, retirement, or paid time off. For performing work remotely, the City may supply the Acting City Manager 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 the Acting City Manager shall provide his own secure Internet access. Payments for service shall be made to Beckett Local Government Management Services.

SECTION 6. PROPRIETARY INFORMATION

The Acting City Manager acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, which is generally understood among members of the International City-County Management Association ("ICMA") to constitute proprietary information, as well as information with respect to which the Acting City Manager has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). The Acting City Manager 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 Acting City Manager under this section shall survive the termination of this Agreement.

SECTION 7. INDEMNIFICATION AND LIABILITY COVERAGE

To the extent authorized by Georgia law, the City shall indemnify and hold harmless Acting City Manager from any and all liability, costs, damages, judgments and claims for property damage and personal injury (including death), and attorney fees and court costs, where such claims arise out of, in connection with or result from the Acting City Manager's actions within the scope of this Agreement and his official duties taken on behalf of the City. The City agrees to add the Acting City Manager to any policies or agreements providing liability coverage and to pay, at the City's sole cost and expense, the cost of such coverage. The Acting City Manager may request proof of such coverage and the City shall provide it within a reasonable period of time. The indemnity provisions shall survive the termination of this Agreement and will only apply to occurrences during the term of this Agreement. Indemnification and liability coverage

for the Acting City Manager do not apply to acts done with actual malice or to actions outside the scope of duty as Acting City Manager for the City.

SECTION 8. 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 9. 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 Fulton County, Georgia.

SECTION 10. 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: _____
Brandy Hall, Mayor

Date of Execution: _____

Attest:

City Clerk

Approved as to form:

City Attorney

ACTING CITY MANAGER

By: _____
Billy Beckett
Beckett Local Government Management
Services

Date of Execution: _____