

**CITY OF PINE LAKE, GEORGIA
REGULAR SESSION AGENDA
OCTOBER 29, 2024 @ 6:00PM**

PINE LAKE CLUBHOUSE, 300 CLUBHOUSE 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 – September 24, 2024

Work Session – October 8, 2024

OLD BUSINESS

NEW BUSINESS

1. Lake and Wetlands Maintenance
 - a. Homes Best Friends Landscape & More – \$7,550.00
2. FY2023 Audit Report Presentation – James Whitaker PC - Auditor
3. Declaration of Surplus – Assets – Courthouse Facility
4. Communications Policy
5. Resolution R-20-2024 - FY2024 Budget Amendment
6. Intergovernmental Agreement for Capital Outlay Projects Located in the Cities of Avondale Estates, Lithonia, Pine Lake and Stone Mountain, Georgia between DeKalb County and the “Municipalities”
7. Executive Session to Discuss Personnel

PUBLIC COMMENTS – 3 minutes each please

REPORTS AND OTHER BUSINESS

Staff

Reports/Comments

- a. Mayor
- b. 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

Billy Beckett

Interim 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



Memo

DATE: October 25, 2024
TO: Mayor and City Council
FROM: C. Thornton, Admin Support
RE: Wetlands Vegetation Management Scope/Estimate

Attached please find estimate from Home's Best Friends Landscape and More (\$7,550.00) for vegetation management services proposed to be completed in the City's Wetlands area(s). The estimate provides for the following scope:

Proposed Scope of Work

Vegetation Management Eastern Wetlands

Remove all invasive species that lie within the permissible boundaries of the eastern wetlands. This includes the removal of bamboo, kudzu, and vines)

This also includes canopy management within the trail area. High pruning of tree branches along the trail corridor.

Sediment Management

Removal of the accumulation of sediment that lies within the inflow pipe from Snapfinger Creek and the diversion structure.

Vegetation Management Western Wetlands

Removal of all invasive species that lie within the permissible boundaries of the western wetlands. This includes the removal of bamboo, kudzu, and vines. This also includes canopy management within the trail area. High pruning of tree branches along the trail corridor.

Tree Management

Removal of downed trees that lie within the trail corridor

Please let me know if you have any questions

The vendor is a regularly used/preferred vendor for the city's public works related maintenance needs. Formal proposal, with the scope of work (deliverables), expectations, etc., can be provided. The City currently maintains insurance and other associated and relative documents on file for the vendor.

HOME'S BEST FRIEND
 LANDSCAPING & MORE
 3188 BERRONG WAY
 STONE MOUNTAIN, GA 30087

ESTIMATE

City of Pine Lake Public Works
 425 Allgood Rd
 Pine Lake, Ga 30072

Estimate # 0000002

Estimate Date 10/09/2024

Item	Description	Unit Price	Quantity	Amount
Service	Vegetation Management Eastern Wetlands	4125.00	1.00	4,125.00
Service	Sediment Management Eastern Wetlands	1125.00	1.00	1,125.00
Service	Vegetation Management Western Wetlands	875.00	1.00	875.00
Service	Tree Management	1425.00	1.00	1,425.00
				Subtotal 7,550.00
				Total 7,550.00
				Amount Paid 0.00
				Estimate \$7,550.00



Memo

DATE: October 6, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, Admin Support
RE: FY2023 Audit Report

Mr. Jimmy Whitaker (auditor of record) has completed the City's FY2023 financial audit and associated report to Council on 10/6/2024.

CMThornton





Memo

DATE: October 4, 2024
TO: Mayor and City Council
FROM: C. Thornton, Admin Support
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 (COURT HOUSE SURLUS REQUEST) are presented by SPM Bernard Kendrick for declaration of surplus by the Mayor and Council, to be disposed of in the manner recommended.

Thank you,

CMThornton

Memo

DATE: October 25, 2024
TO: Mayor and City Council
FROM: C. Thornton, Admin Support
RE: Communications Policy with Appendix A: Social Media

On October 8, 2024 Mayor and Council revisited review of the proposed social media policy. Please see below for the history of this item. The attached included the proposed Communications Policy with Appendix A: Social Media.

History

New Business Item – March 26, 2024

Draft of the City of Pine Lake Social Media Policy was presented to Council for consideration. The section of policy may ultimately be incorporated as a section within the City of Pine Lake Communications Policy. The Administration recommended review and consideration of the policy in advance of an expanded implementation of the city's social media presence.

New Business Item – March 12, 2024 Work Session

In an attempt to enhance and to increase the City of Pine Lake's ability to provide consistent communication of information, I am asking Council for Council input to inform a City initiated Communications Policy for the City. I would like to discuss the objectives and overview of such policy and to get Council to weigh in at the upcoming work session.

The objective of the policy will be to promote the agenda of the City by establishing provisions for the transmittal of city related information that allows for a consistent, reliable method of communicating such information to interested parties – including but not limited to residents, business and property owners, visitors, the general public, etc.

The desired action/result of the policy is for the target audience to be provided a reliable and consistent means of receiving information about City related engagement, events, and operations.

The Administration suggests that the policy include:

Purpose

Policy Statement

Duties and Responsibilities

Media Relations

Website

Newsletter

Social Media (Including Social Media Posting)

Emergency Notification System

Retention and Open Records

Topics of discussion during the upcoming work session will serve to shape the Social Media section of the overall communications policy and can include discussion on:

Restatement of the city website as the official method of communication for the City.

Identification of the social media sites and accounts that the City will engage in.

Identification of Site Administrators.

Scope and parameters of content/information submitted and/or received. (i.e. will the City's social media platform(s) receive comments from network members, responsibility of monitoring and management of such content).

I have begun composed an initial draft of policy and will need Council input to inform draft form for presentation of the social medial section of the policy to Council for consideration.

Thank you, CMThornton

CITY OF PINE LAKE COMMUNICATIONS POLICY

APPROVED BY COUNCIL: _____

PURPOSE:

This purpose of the Communications Policy is to establish guidelines for the City of Pine Lake when communicating or releasing information on behalf of the City. To ensure information is provided in a timely, transparent, accurate, consistent and appropriate manner.

This policy applies to all City of Pine Lake employees and all contractors or partners who communicate with citizens, other agencies or the media on behalf of the City.

POLICY OBJECTIVES:

To establish standards for effective City communications.

POLICY:

1. GUIDING PRINCIPLES

All communication activities conducted by the City of Pine Lake must adhere to the applicable policies, procedures, guidelines, and statutory requirements set out by legislation.

Communications activities must also reflect the City of Prince Lake's Communications Principles:

1. Provide information that is timely, accurate, clear, accessible, and responsive.
2. Consider the range of communication tools at our disposal and use those most appropriate to address the needs associated with each circumstance.
3. Work collaboratively across the organization to ensure that information is thorough, factual, and timely.
4. Respect the access to information and privacy rights of citizens and employees.
5. Support opportunities for engagement to inform public policy.
6. Strive to achieve a culture of excellence in and communications practices.

2. PLAIN LANGUAGE

The City of Pine Lake will use plain language for its internal and external communications as much as possible while also meeting statutory requirements.

Plain language can be broadly described as any writing designed to ensure the reader understands the message as quickly, easily, and completely as possible. Plain language strives to be easy to read, understand, and use. It avoids verbose, convoluted language and jargon and uses document structure and visual aids (such as graphics or charts) to guide the reader.

3. TIMELY RESPONSE

The City of Pine Lake will strive to provide residents, business, visitors, and other interested and invested parties timely, accurate, clear, accessible, and responsive information. City of Pine Lake employees will respond to inquiries as promptly as is practicable.

4. PUBLIC PARTICIPATION

The City of Pine Lake is committed to involving its citizens in the decision-making processes, where appropriate. When the City gathers feedback from the community, the community will be informed of how the information will be used and the results of the public engagement will be made public.

The City is guided by the following core values as its foundation when considering public participation and engagement:

- *Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process, when applicable.*
- *Public participation includes the promise that the public's contribution will influence the decision, as applicable.*
- *Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision makers.*
- *Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.*
- *Public participation provides participants with the information they need to participate in a meaningful way.*
- *Public participation communicates to participants how their input affected the decision.*

5. MEDIA RELATIONS

Media relations activities will be coordinated in accordance with applicable supporting administrative procedures as may be periodically approved by the City Manager.

6. PARTNERSHIPS AND THIRD-PARTY PROMOTION

For the purposes of this policy:

6.1 “Partnership” is defined as an arrangement where parties agree to cooperate to advance their mutual interests in order to increase the likelihood of each achieving their mission and to amplify their reach.

6.2 “Sponsorship” is defined as a formal agreement in which cash and/or an in-kind fee is paid toward a program, service or amenity in return for marketing, advertising, public relations or other recognition.

The City of Pine Lake regularly, as part of its legislative process, enters into partnerships or sponsorships with other organizations, governments, societies, and businesses.

The City will not actively promote or advertise any third-party organization, society, entity or business over another similar organization, unless as part of an officially recognized partnership or sponsorship relationship.

7. SOCIAL MEDIA

The City of Pine Lake will use social media as communication and engagement tools to:

- Engage citizens at their convenience.
- Make it easy for citizens to participate.
- Create a two-way dialogue with the community.
- Provide the City with the ability to communicate effectively and quickly.

Use of City social media platforms and accounts will adhere to applicable supporting procedures as found in appendix A of this policy.

8. BRANDING AND BRAND ELEMENTS

The City of Pine Lake has a single and consistent visual identity for its roles and responsibilities to be clearly recognized. All communication from the City from signage to correspondence to digital platforms will include only applicable and approved City logo and/or City seal.

Where naming rights exist additional branding may be present in accordance with any contractual obligations but this does not preclude any City branding unless authorized by the City Manager.

9. WEB ELEMENTS

The City of Pine Lake will maintain one official website (www.pinelakega.ney) to provide the public with information regarding City services, Council decisions, Council and committee meeting

schedules, minutes and agendas, bylaws, activities and events, and ongoing local government business.

The website and any other City web elements will only be used to promote activities provided by the City or in partnership with the City.

APPENDIXES BEGIN ON THE NEXT PAGE

Social Media Policy

Purpose

The City of Pine Lake's Social Media Policy ("Policy") is a guiding document that provides general guidelines that will govern the City's participation in social media. It also provides guidance and protocols and defines roles and responsibilities for the content and administration of the City's social media accounts.

Principles of Engagement

The City of Pine Lake is committed to openness and transparency and the engagement of the Pine Lake Community regarding City programs, services and policies. The City recognizes that social media provides valuable opportunities to communicate with stakeholders and provides timely, accurate, and relevant information. Further, the City has an inherent interest in participating in the presence of on-line conversations pertaining to the City in order to proactively address community issues and to nurture a relationship of collaboration with its stakeholders.

The City supports the following principles in the administration of social media:

- Community engagement
- Timely, accurate, and responsive information
- Positive public image
- Transparency and accountability

Social Media Accounts Generally

The City will maintain multiple social media accounts and explore opportunities for new accounts as they arise. Social media sites must:

- Benefit the Citizens of Pine Lake
- Enhance City of Pine Lake operations and communications
- Operate at reasonable cost to the City of Pine Lake

The City's website (<http://www.pinelakega.net>) will remain the City's primary and predominant internet presence. The most appropriate uses of social media tools are as informational channels to increase the City's ability to broadcast its messages to the widest possible audience.

Wherever possible, content posted to the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Pine Lake.

The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

- Social Media Platforms:
- Facebook
 - YouTube
 - Twitter
 - Other platforms as approved by the City Manager or Council Action

Content

The content on City social media accounts should be professional and intended to inform and engage. Information posted by the City must be accurate, relevant and consistent with established City policies and ordinances. Only properly authorized staff or vendors will post content and comments on the City's social media sites. Administrator(s) of City social media sites will adhere to confidentiality requirements as needed and not provide any information that may be detrimental to the City, to City of Pine Lake Elected Officials, or to City of Pine Lake Staff. Site administrators must ensure that privacy, confidentiality, copyright and data protection laws are respected.

Definitions Related to Content Management

Administrator - The site administrator is the person or his/her delegate(s) that is ultimately responsible for the content posted to the City's social media sites. The Administrator shall be the City Manager. The City Manager can designate delegates to serve as content specific administrators.

Affiliated organizations - Official affiliates of the City of Pine Lake that are privy to necessary and applicable information about the organization. Official affiliates are boards, commissions, committees and other groups that are directly appointed by the City Council or that have an official agreement with the City, such as through a memorandum of understanding or other similar agreements.

Administration

The City Manager will serve as the site administrator (s) for the oversight and administration of social media for the City of Pine Lake. All City activity on social media will be take place through this administrator or his/her delegates and, will ultimately subject to the action of Mayor and Council. There may be a separate content specific administrator for each form of content (i.e. city administration, department operations, community events and affiliated organizations, emergency management).

Control of Content

The site administrator and his/or delegate(s) works collaboratively with staff and affiliate organizations to ensure that information published online about activities is accurate, easy to understand and responsive to public inquiries. The site administrator reserves the right to edit or remove content from City social media sites where it is deemed unsuitable, inappropriate or in violation of this Policy. The City will retain any content that is edited or removed from a social media site. The time, date and the reason it was edited or removed will be recorded.

Information Flow

The site administrator(s) relies upon City departments, City committees, and affiliated organizations to provide ongoing information as content for keeping the sites up-to-date. The site administrator is responsible for ensuring the clarity and relevance of posted content. Each department head or his/her department delegate will be responsible for online content relevant to that department and to serve as the contact person for new requests.

Inappropriate Content

The site administrator may moderate any City of Pine Lake social media account with unsuitable content. This will be stated in a disclaimer on each City of Pine Lake social media site. Some examples of inappropriate content include but are not limited to the following:

- content that are profane, abusive, threatening, harassing, intimidating, hateful or intended to defame any person or organization
- content considered to be disrespectful or insulting to City officials, staff or representatives
- content that suggest or encourage illegal activity
- content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation
- sexual content or links to sexual content
- solicitations or advertisements, including promotion and endorsement of any financial, commercial or non-governmental agency
- information that may compromise the safety or security of the public, a public facility, or a public event
- public disclosure of personal and confidential information
- religious and political messages
- promotional messages for personal gain or personal solicitation
- harmful software, viruses, Trojan horses or malware in any form
- data that could reasonably be expected to cause, directly or indirectly, strain on any computing facilities, or interfere with others' use of the service, such as spam
- inappropriate jokes, slurs, or innuendos
- content for the purposes of promoting a candidate for any elected or appointed office
- content that violates intellectual property rights of any other party

Copyright Adherence

Intellectual property issues (e.g., copyright, trademark, brand names, logos, moral rights to a work, etc.) exist and must be respected. Proper permission to use others' intellectual property will be obtained prior to usage.

Personal Use

The City of Pine Lake social media presence and social media sites/accounts are for City of Pine Lake purposes only and will not be used for personal use. Outgoing messages of a personal nature will not be posted on the City's social media. Only the site administrator, or his/her designee(s) can authorize or post City content to City social media sites. Other City employees are not permitted to represent the City on these sites. Violations of this policy are subject to disciplinary standards as provided for by the City's personnel policies and all other rules and regulations of the City and its departments as applicable.

Disclaimer & Terms of Use

Each City of Pine Lake social media site will contain the below disclaimer:

This site is maintained by the City of Pine Lake for the purpose of providing information and engaging the community. It is informal and should not be considered official communication from the City. For official information on the City of Pine Lake and its programs, services and policies, please visit <http://www.pinelakega.net/>. The views of external participants commenting on this site do not necessarily represent those of the City of Pine Lake.

The City's regular scheduling of postings to this site is during regular business hours, Monday to Friday, 8:30am-4:30pm, excluding City holidays.

All information provided by the City of Pine Lake on this site is for informational purposes only and is subject to change without notice.

The City of Pine Lake reserves the right, without notification and at our sole discretion, to remove any objectionable content.

The appearance of external links on this page does not represent official endorsement by the City of Pine Lake.

The City does not accept responsibility for ads, videos, promoted content or comments accessible from any external website and we do not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on a linked website. We do not endorse the organizations sponsoring linked websites or the views they express or the products/services they offer.

The City has taken reasonable precautions to ensure there are no viruses associated with this page and advise we are not responsible for any loss or damage resulting from your use.

Facebook, Twitter, and YouTube are third party service providers that may collect, store, and manage your personal information whenever you access and use this site. Please refer to their terms of service and/or privacy statements for particulars. Note that the City of Pine Lake has no control over what is done with your personal information.

If you have any questions about the City's collection of personal information through this page please contact the City at (404) 999-4901.

Content Retention and Open Records

City of Pine Lake social media accounts and sites are subject to the Georgia Open Records Act and the U.S. Freedom of Information Act. Any content maintained on a social media website that is related to City business, including a list of subscribers or "friends," is public record. As such, the City is responsible for responding completely and accurately to any public records request for public records on its social media activities. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to an open records request.

Whenever possible, City social media websites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.

Content will be retained in accordance with the appropriate Georgia Local Government Records Retention Schedules.

Monitoring

The site administrator will monitor City social media sites on an ongoing basis to ensure that all content is in compliance with the Policy guidelines. Inappropriate content is immediately recorded for record-keeping purposes and deleted.

Oversight provided by the site administrator, generally:

- monitor social media sites to track content on City related topics
- respond to inquiries as appropriate and in accordance with the established protocols
- consult regularly with designated representatives of City departments, committees, and affiliated organizations to collect content and package appropriately for the City's social media sites
- post City content to social media sites as necessary
- record any content that is inappropriate and remove said content from City sites
- report regularly on the results of all monitoring and measurement activity
- ensure social media activity coincides with established City of Pine Lake policies, ordinances, communication networks, etc.



Memo

DATE: October 4, 2024
TO: Mayor and City Council
FROM: C. Thornton, Admin Support
RE: Resolution R-20-2024 FY2024 Budget Amendment

The attached budget amendment, proposed as Resolution R-20-2024, serves to offer recommendation for the adjustment of expenditure appropriations within the City's general fund for Asst. City Clerk Dagenhard's continued education training through the Georgia Clerks Education Institute. Mr. Dagenhard has attended and is scheduled to attend the following sessions:

The cost of the September 8th-10th Conference was: **\$450.00**

The cost of the upcoming October 10th and 11th courses in Tifton is: **\$300.00**

The estimated cost of a modest hotel room in Tifton for the night of October 10th is: **\$140.00**

The above amounts total **\$890.00**. This does not include travel (mileage) and meals costs.

Estimated increase in budgeted allocation for the following line items is requested:

100-1100-0000-523500	Travel	\$	500.00	
100-1100-0000-523700	Edu/Training	\$	1,000.00	
100-1100-0000-512400	Retirement			(\$1,500.00)
			\$1,500.00	(\$1,500.00)
			Net +/-	(0.00)

CMThornton

RESOLUTION #R-20-2024

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	
			0.00	0.00	-
GENERAL FUND EXPENDITURES					
		LINE ITEM DESCRIPTION			
ADMINISTRATION					
100	1100.0000.0000.512400	Retirement		1,500.00	
100	1100.0000.0000.523500	Travel	500.00		
100	1100.0000.0000.523700	Edu/Training	1,000.00		
			1,500.00	1,500.00	-
			Sum Total		-

Brandy Hall
Mayor

Ned Dagenshard
Asst. City Clerk



Memo

DATE: October 25, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: IGA for Capital Outlay Projects

Former City Manager ChaQuias Miller Thornton was instrumental, on Pine Lake's behalf, in collaborating with the other three small cities in DeKalb to secure an additional \$2 million in County SPLOST proceeds for capital projects within the City of Pine Lake. The attached draft intergovernmental agreement between DeKalb County and the cities of Avondale Estates, Lithonia, Pine Lake and Stone Mountain provides the terms for distribution of the proceeds and for use of proceeds in the completion of capital outlay projects that significantly improve the health, safety, and welfare of all taxpayers and residents of DeKalb County and the Municipalities.

City Attorney Susan Moore, on behalf of the City of Pine Lake, was instrumental in working with County and other city attorneys in finalization of the draft agreement language.

**INTERGOVERNMENTAL AGREEMENT
FOR CAPITAL OUTLAY PROJECTS LOCATED IN THE CITIES OF
AVONDALE ESTATES, LITHONIA, PINE LAKE, AND STONE MOUNTAIN, GEORGIA**

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 by and between **DEKALB COUNTY**, a political subdivision of the State of Georgia (hereinafter the "County"), and the Cities of **AVONDALE ESTATES, LITHONIA, PINE LAKE, and STONE MOUNTAIN**, each a municipal corporation of the State of Georgia (collectively hereinafter the "Municipalities").

WITNESSETH:

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

WHEREAS, the County and the Municipalities desire to work together to complete capital outlay projects that significantly improve the health, safety, and welfare of all taxpayers and residents of DeKalb County and the Municipalities; and

WHEREAS, some of these projects include stormwater maintenance, resurfacing of roads, streets or repairs to bridges, or the improvement of recreational facilities within the Municipalities which are open to the public and draw significant use from the unincorporated area of the County; and

WHEREAS, the County and the Municipalities agree that these stormwater, road and recreation projects serve a public purpose from which the County and the Municipalities, their residents and the surrounding areas will derive substantial benefit; and

WHEREAS, the projects will improve infrastructure within the County, provide continuing recreational opportunities and benefits, promote tourism and economic development, and bring other substantial benefits to the County and the Municipalities; and

WHEREAS, the capital outlay, infrastructure improvement projects identified herein shall directly benefit the citizens of the respective Municipalities, unincorporated DeKalb County, and ultimately benefit all citizens of DeKalb County; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including the following: Article IX, Section II, Paragraph II; Article IX, Section III, Paragraph I; and Article IX, Section IV, Paragraph II of the Constitution of the State of Georgia.

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

Section 1. Projects

A. Each Municipality, acting on its own behalf and as an agent of the County, shall undertake the capital outlay and infrastructure improvement projects (hereinafter referred to as the "Projects") as described in detail for each Municipality in Attachment A, which is attached hereto and made part of this Agreement.

B. All physical assets and Projects within the Municipalities improved pursuant to this Agreement shall remain the property and responsibility of the Municipalities. In completing the Projects and performing the work required by this Agreement, the County and Municipalities shall comply in all applicable respects with all applicable federal, state and local law including but not limited to O.C.G.A. §§ 48-8-109.1 et seq. and 48-8-110 et seq. and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. §§ 48-8-109.1 et seq. and 48-8-110 et seq. The Municipalities agree to promptly proceed with the acquisition, construction, equipping, installation, and execution of the Project(s) specified in Attachment A and this Agreement, as defined and authorized under O.C.G.A. §§ 48-8-109.1 et seq. and 48-8-110 et seq. that are approved for such purposes.

C. The Municipalities shall undertake and oversee the letting of all contracts and the construction of all improvements pursuant to this Agreement in accordance with applicable state law. The Municipalities shall be responsible for entering into all contracts and securing all permits necessary for the projects. Each Municipality hereby expressly acknowledges and agrees that the County shall bear no liability or responsibility for projects undertaken pursuant to this Agreement. The Municipalities shall maintain thorough and accurate records concerning their receipt and expenditure of all funds paid by the County to each Municipality. Those records shall include but not be limited to the following: any document which shows the progress of work and the completion of each Project; procurement documents, contracts, construction documents, and corresponding itemized invoices and proof of payment. Upon written request, the Municipalities shall make such contracts, other construction documents, and all related documents available to the County.

D. The Municipalities shall create and maintain any record required by federal or state law to ensure that the funds paid by the County to the City are used in full compliance with any applicable law. Such records shall be provided by the Municipality to the County promptly upon written request from the County's Chief Executive Officer or designee to the Mayor of the respective Municipality. If any Municipality obtains or has insurance to cover any or all claims related to this Agreement or the Project(s) identified in this Agreement, the Municipality agrees to add the County as an additional insured on all such insurance obtained or maintained during the Term of this Agreement. Evidence of all such insurance coverage and additional insured status shall be provided by the Mayor of the respective Municipality or designee to the County's Chief Executive Officer or designee within thirty (30) days of issuance of such insurance coverage.

Section 2. Representations and Mutual Covenants

A. County Representations. The County, on its own behalf, makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of the County.

B. Municipality Representations. The Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement. Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia. The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement. This Agreement is a valid, binding, and enforceable obligation of the respective Municipality. Each Municipality is a qualified Municipality as defined in O.C.G.A. § 48-8-110 (4). Each Municipality is located entirely within the geographic boundaries of the SPLOST II special tax district created in the County. Each project funded through this Agreement shall be maintained as a public facility and in public ownership by the respective Municipality for the use and benefit of all residents of DeKalb County.

Section 3. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- A. The expenditure by the County and the Municipalities of the last dollar of money collected from the SPLOST II after the expiration of the SPLOST II (see reference to the corresponding IGA in Section 7 below); or
- B. The completion of projects described in Attachment A for the respective Municipality; or
- C. As otherwise amended by the parties hereafter.

Each Municipality shall provide an annual report to the County describing the project status and expenditures for that Municipality's projects described in Attachment A during the preceding twelve (12) month period. Said annual report shall contain a statement reflecting the amount of funds remaining. When a respective Municipality has expended all of its funds described in Section 5 below, that Municipality shall issue a "Notice of Completion" and proof of completion to the County and all other Municipalities. As used in this section "proof of completion" means a certificate signed by the respective Municipality's city manager affirming that all funds received pursuant to this Agreement have been expended by the respective Municipality in compliance with this Agreement. Should the County's Chief Executive Officer or his or her designee fail to object to the "Notice of Completion" within 120-days of receipt of same, this Agreement shall automatically terminate as to that Municipality; provided that this Agreement shall remain in full force and effect as to each remaining Municipality.

Section 4. Separate Account; No Commingling; Audit.

The Municipalities shall each create a special fund to be designated as the Avondale Estates, Lithonia, Pine Lake, and Stone Mountain Intergovernmental Agreement Capital Outlay/Infrastructure Improvement Fund, respectively, at a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the payment received by the Municipalities directly from the County pursuant to this Intergovernmental Agreement upon such terms and conditions as may be acceptable to the Municipalities. All payments pursuant to this Agreement shall be used exclusively for the purposes detailed in this Agreement and shall not be commingled with other funds of the Municipalities.

During the term of this Agreement, the distribution and use of all payments deposited in the Avondale Estates, Lithonia, Pine Lake, and Stone Mountain Intergovernmental Agreement Capital Outlay/Infrastructure Improvement Funds shall be audited by the Municipalities' auditor in accordance with applicable state law and shall be available to the County's auditor. The County and each Municipality shall be responsible for the cost of their respective audits. During the term of this Agreement, the distribution and use of all proceeds deposited in the Avondale Estates, Lithonia, Pine Lake, and Stone Mountain Intergovernmental Agreement Capital Outlay/Infrastructure Improvement Fund shall be audited in accordance with O.C.G.A. § 48-8-121 (a)(2) by the Municipalities' auditor for the Municipalities project(s). Each Municipality shall be responsible for the cost of their respective audit and shall provide copies of the audit to the County and Executive Assistant within thirty (30) days of receipt of the audit.

Section 5. Procedure for Disbursement of Project Payments

Not later than December 31, 2024, the County shall pay the Municipalities that have fully executed this Agreement \$2,000,000.00 each for the Projects. The County’s payment of \$2,000,000.00 to each Municipality shall be used solely to complete the Project(s) described in Attachment A and said Project(s) shall be completed by the termination date of this Agreement.

Section 6. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when hand delivered or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by a Municipality to the County Executive Assistant or by the County to a Municipality via certified first-class U.S. mail, return receipt requested.

DeKalb County:

Chief Operating Officer/Executive Assistant
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to:
County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030

City of Avondale Estates:

Patrick Bryant
City Manager
21 N. Avondale Plz.
Avondale Estates, Georgia 30002

With a copy to:

Stephen Quinn
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, Georgia 30030

City of Pine Lake:

ChaQuias Miller-Thornton
City Manager
P.O. Box 1325
Pine Lake, Georgia 30072

City of Lithonia:

Donald DeJarnette
City Administrator
6920 Main Street
Lithonia, Georgia 30058

With a copy to:

Winston A. Denmark, Esq.
Denmark Ashby LLC
100 Hartsfield Centre, Suite #400
Atlanta, Georgia 30354

City of Stone Mountain:

Shawn Edmondson
City Manager
875 Main Street
Stone Mountain, Georgia 30083

With copy to:

Susan Moore
2367 North Decatur Road
Decatur, Georgia 30033

With copy to:

Jeffrey M. Strickland
Jarrard & Davis, LLP
222 Webb Street
Cumming, GA 30040

Section 7. Entire Agreement

This Agreement, together with the applicable provisions of the Intergovernmental Agreement for the Use and Distribution of Proceeds from the One Percent Special Purpose Local Option Sales Tax, dated August 24, 2023, between the parties hereto (“SPLOST II IGA”), constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the projects to be performed by the Municipalities for the benefit of the County. With the exception of the SPLOST II IGA, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the projects. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 8. Amendments

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

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

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

Section 10. Dispute Resolution

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

B. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least ten (10) years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within fifteen (15) days after the commencement of arbitration, the Municipalities shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

C. The arbitration shall be governed by the laws of the State of Georgia. The standard provisions of the Commercial Rules shall apply. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14. The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 11. No Consent to Breach

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

Section 12. Counterparts

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

(remainder of this page intentionally left blank)

(signature pages follow)

10/10/24

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

DEKALB COUNTY, GEORGIA

_____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

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

APPROVED AS TO SUBSTANCE:

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

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

10/10/24

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____ (SEAL)

Mayor Jonathan Elmore

Municipal Clerk

APPROVED AS TO SUBSTANCE:

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

City Manager Patrick Bryant

City Attorney Stephen Quinn

10/10/24

CITY OF LITHONIA, GEORGIA

Attest:

_____(SEAL)

Mayor Shameka Reynolds

Municipal Clerk Ashley Waters

APPROVED AS TO SUBSTANCE:

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

City Manager Donald Dejarnette

City Attorney Winston A. Denmark

10/10/24

CITY OF PINE LAKE, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

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

City Manager

City Attorney

10/10/24

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____(SEAL)
Beverly Jones,
Mayor

Shawn Edmondson,
Municipal Clerk

APPROVED AS TO SUBSTANCE:

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

Shawn Edmondson,
City Manager

Jeff M. Strickland,
City Attorney

ATTACHMENT A**AVONDALE ESTATES:**

The Municipality, acting on its own behalf and as an agent of the County, shall undertake the reconstruction, repair and capital improvement of its stormwater infrastructure within the Municipality to improve stormwater collection and management in the Municipality and in surrounding “downstream” unincorporated areas of the County.

LITHONIA:

The Municipality, acting on its own behalf and as an agent of the County, shall undertake reconstruction, repair and capital improvement projects **within the Municipality** at its greenspace, park, amphitheater and other recreational facilities, which are available for use and are used by residents of both the Municipality and the County and which improvements will contribute to tourism and economic development within the Municipality and in the surrounding unincorporated areas of the County. The Municipality may also undertake projects to improve new underground Stormwater projects, sidewalks, paving projects, curbing projects **within the Municipality** that are made publicly available for use by all residents of the County and that contribute to tourism and economic development within the County.

PINE LAKE:

The Municipality, acting on its own behalf and as an agent of the County, shall undertake the reconstruction and repair of the dam at Pine Lake and capital improvements to the adjacent lake, wetlands and greenspace as well as road, street and bridge projects, to improve stormwater collection and management in the unincorporated area of the County and in the Municipality. The Municipality may also undertake projects to improve recreational facilities, such as the lake, dam, wetlands, parks and greenspace, that are made publicly available for use by all residents of the County and that contribute to tourism and economic development within the County.

STONE MOUNTAIN:

The Municipality, acting on its own behalf and as an agent of the County, shall undertake the reconstruction, repair and capital improvement of its stormwater facility infrastructure to improve stormwater collection and management in the Municipality and in the surrounding unincorporated areas of the County. The Municipality may also undertake reconstruction, repair and capital improvement projects at its greenspace, parks and other recreational facilities which are available for use and are used by residents of both the Municipality and the County and which improvements will contribute to tourism and economic development within the Municipality and in the surrounding unincorporated areas of the County.