

**CITY OF PINE LAKE, GEORGIA  
REGULAR SESSION AGENDA  
APRIL 30, 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**

**ANNOUNCEMENTS/COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**PUBLIC COMMENT – 3 minutes each please**

**ADOPTION OF THE MINUTES**

- Regular Session – March 26<sup>th</sup>, 2024
- Special Called Session – April 9<sup>th</sup>, 2024
- Work Session – April 9<sup>th</sup>, 2024

**OLD BUSINESS**

**NEW BUSINESS**

1. Beach House and Clubhouse Rental Proposal – P.L.A.I.N. - Update
2. FORMAT I – CDBG ACQUISITION Contract between DeKalb County, Georgia and the City of Pine Lake - \$72,000
3. Award – Project Bid No. PW 2024-001 – Pedestrian Bridge Replacement – Cline Service Corp., Contractor - \$275,000
4. Resolution R-09-2024 – FY2024 Budget Resolution

**PUBLIC COMMENTS – 3 minutes each please**

**REPORTS AND OTHER BUSINESS**

- **Reports/Comments**
  - Mayor – Scheduling of Council Retreat
  - City Council
- **Information for “The Pine Lake News” eblast.**

**ADJOURNMENT**

**MAYOR**  
Brandy Hall

**COUNCIL MEMBERS**

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

**ADMINISTRATIVE STAFF**

ChaQuias Miller-Thornton  
City Manager

Sarai Y’Hudah-Green  
Chief of Police

Ned Dagenhard  
Assistant City Clerk

Susan Moore  
City Attorney

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

**404-999-4901**

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

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 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 6:00pm.

Present: Mayor Brandy Hall, Mayor Pro Tem Jean Bordeaux, Council Member Augusta Woods, Council Member Jeff Goldberg, and Council Member Thomas Torrent. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, Judge L'Erin Barnes-Wiggins, and Assistant City Clerk Ned Dagenhard.

**Adoption of the Agenda of the Day**

Mayor Hall motioned to amend the Agenda of the Day, moving Items 1 and 2 to precede adoption of the prior meeting(s) Minutes, and the first Public Comment Section.

Mayor Pro Tem Bordeaux moved to adopt the agenda as amended; Council Member Goldberg seconded.

No discussion took place.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**New Business**

**1. Resolution R-08-2024 – Declaration of Results of March 12, 2024 Special Election**

Council Member Woods moved to approve Resolution R-08-2024 declaring the results of the March 12<sup>th</sup>, 2024 Special Election; Council Member Torrent seconded.

No discussion took place.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 2024 at 6:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

**2. Swearing-in of Council Member-elect Tom Ramsey**

Judge L’Erin Barnes-Wiggins performed the swearing-in ceremony for Council Member-elect Tom Ramsey, who took his respective oath of office.

Council Member-elect Tom Ramsey was seated as the newest member of the Pine Lake City Council.

No action was taken by Council.

**ADOPTION OF THE MINUTES**

• **Regular Session – February 27, 2024**

• **Work Session – March 12, 2024**

Council Member Torrent moved to approve and adopt both sets of Minutes; Mayor Pro Tem Bordeaux seconded the motion.

No discussion took place.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**3. Plan and Preparation - 2024 Beach and Lake Reopening**

The Mayor, City Council, City Manager, and Chief of Police discussed at length the timeline for the upcoming beach/swim season—highlighting safety, traffic/parking, communication/signage, and seasonal personnel.

Following discussion, Mayor Hall received verbal consensus from the City Council to keep the beach monitor and beach maintenance positions “as-is,” suggesting that continued efforts to audit the efficacy of these positions would look to the 2025 season for implementation.

No action was taken by City Council.

**4. Resolution R-06-2024 – FY2024 Budget Amendment – SPLOST II Collections Adjustment**

Council Member Torrent moved to approve Resolution R-06-2024; Mayor Pro Tem Bordeaux seconded the motion.

City Manager Miller-Thornton explained to City Council that since SPLOST II

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 2024 at 6:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

collections will not begin until April 2025, the City would receive roughly 75% of the expected annual SPLOST II fund disbursement in FY2024, necessitating a budget amendment.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**5. Communications Policy – Social Media Provisions**

The City Council discussed at length the development of a communications policy, which would include consideration of a City of Pine Lake social media policy and implementation of official City of Pine Lake social media profiles. Concerns voiced by all members of Council, as well as Mayor Hall and City Manager Miller-Thornton, were related to resources for management of said-profiles, location of profiles (Facebook, Instagram, etc.), and organization of messaging.

Mayor Pro Tem Bordeaux suggested that a necessary part of communications policy overhaul ought to be re-vamping of the City of Pine Lake website.

Mayor Hall summarized the primary goal going forward as redevelopment of the Pine Lake website, implementation of an official Pine Lake Facebook account, and using those spaces as a platform of experimentation.

No action was taken by City Council.

**6. PLAIN – Event Proposals/Applications**

**a. Fundraising Block Party – Sectional Street Closure (Dahlia)**

Council Member Goldberg moved to approve the Event Proposal/Application presented by Pine Lake Association for Interested Neighbors (PLAIN); Council Member Ramsey seconded.

City Manager Miller-Thornton stated that Chief Green had analyzed the traffic control measures laid out by P.L.A.I.N., and found them sufficient for maintaining emergency egress. The City Manager also emphasized that approval of the proposal was conditionally based on the existing MOU with P.L.A.I.N.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 2024 at 6:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

**7. Resolution R-07-2024 – FY2023 Budget Amendments**

Council Member Woods moved to approve Resolution R-07-2024; Mayor Pro Tem Bordeaux seconded.

City Manager Miller-Thornton explained the item, which deals with budget reconciliation for year-end tax revenue allocation. Expenditure items recommended for adjustment included accounting for LakeFest contributions, a decrease in the Administration Department's Special Program Supplies line item, and other year-end budget adjustments.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**8. Confirmation of Mayoral Appointment of Poplar Park Planning Ad Hoc Committee – Calvin Burgamy**

Council Member Torrent moved to confirm the Mayoral Appointment; Council Member Woods seconded the motion.

Mayor Hall explained that the seating of Council Member Tom Ramsey on City Council established a quorum of Council on the Poplar Park Ad Hoc Planning committee, which triggers certain state laws relating to public meetings, etc. Mayor Hall recommended removal of Council Member Ramsey from the Ad Hoc Committee and installation of Calvin Burgamy (President of P.L.A.I.N.) in his stead.

Mayor Hall called for a vote.

All members of the body voted in favor of the motion.

The motion carried.

**Reports and Other Business**

**Mayor**

Mayor Hall deferred to City Council for recommendation on a date for the City Council Spring Retreat, and the City Council decided on Saturday, April 27<sup>th</sup> from 9am-3pm.

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 2024 at 6:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

Mayor Hall thanked Senator Kim Jackson for her support in movement of bill that would annex two commercial properties into the City of Pine Lake. Additionally, Mayor Hall announced ChaQuias Miller-Thornton as the first City Manager in Pine Lake history.

### **City Council**

Mayor Pro Tem Bordeaux stated that June 15<sup>th</sup> would be the likely date for the City of Pine Lake Juneteenth Celebration, and that the first organizational meeting would be held in the Clubhouse on Thursday, March 28<sup>th</sup>.

Council Member Goldberg brought attention to a recent fire which took place on Ridge Drive, adding that there was a 10 minute mobilization and response time by the DeKalb Fire Department. Also mentioned were the actions of two Pine Lake residents in responding to the episode “quickly and caringly.” Council Member Goldberg suggested the Council find a way to formally recognize the actions of the Fire Department and the two residents.

Council Member Torrent informed Council and attendees of two bills before the State legislature—one related to short term rentals, and another related to immigration reporting by local police departments—adding that the two bills potentially impact municipal governments.

### **Pine Lake News**

**New Council Member Sworn-in:** Tom Ramsey was elected to fill the vacant seat on City Council previously held by Mayor Brandy Hall. He was sworn in by Judge L’Erin Wiggins, and immediately joined the rest of Council for his first meeting as a member. Welcome Councilperson Ramsey.

**Pine Lake Transitions to a New Municipal Structure:** With the passage of Georgia SB 562, the Georgia Legislature has officially recognized Pine Lake’s transition from a Mayor-Council type of government to a Council-Manager type.

Much of the success of this transition is due to our superbly qualified City Manager, ChaQuias Miller-Thornton, who has brought a level of professionalism and expertise to the city that we could have only imagined two years ago. Thank you, City Manager Miller-Thornton.

For additional information on Municipal Government Structure go to [Georgia Georgia Municipal Association Handbook](#)

### **Upcoming events:**

**April 6<sup>th</sup> PLAIN Pancake Breakfast:** Saturday, 9:30 - 11:30 AM at the Beach House. For more info see [PLAIN and Simple News](#).

**CITY OF PINE LAKE  
REGULAR SESSION MINUTES  
March 26<sup>th</sup>, 2024 at 6:00 PM  
Council Chambers  
459 Pine Drive, Pine Lake, GA**

**Juneteenth Planning Meeting:** Thursday April 4<sup>th</sup> at 6:30 PM We will continue planning for our 2024 Juneteenth Celebration. We need your input and ideas, everyone is welcome. For more information email [jeanbordeaux@pinelakega.net](mailto:jeanbordeaux@pinelakega.net)

**Adjournment:** Council Member Goldberg motioned for adjournment at 7:14pm.

---

Ned Dagenhard  
Assistant City Clerk

---

ChaQuias Miller-Thornton  
Acting City Clerk

**CITY OF PINE LAKE**  
**SPECIAL CALLED MEETING AND WORK SESSION MINUTES**  
**April 9<sup>th</sup>, 2024 at 6:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

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

Present: Mayor Brandy Hall, Mayor Pro Tem Jean Bordeaux, Council Member Augusta Woods, Council Member Jeff Goldberg, Council Member Thomas Torrent, and Council Member Tom Ramsey. 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.

**1. Georgia Interlocal Risk Management Agency – GMA Property & Liability Insurance**

Council Member Tom Ramsey moved to approve the GIRMA Proposal for the 2024-2025 term; Council Member Torrent seconded.

The Mayor, City Council, and City Manager discussed the 17.86% cost increase for Property and Liability Insurance through the Georgia Municipal Association. This increase comes in large part due to an overall increase in insurance premiums nationally. Additionally, liability increased due to procurement of new and used police vehicles, as well as the new pull-behind leaf machine (which required tag registration).

Council Member Torrent inquired as to the necessary number of police fleet vehicles for effective policing. Chief Green responded that her vehicle and two officer shifts per day necessitated at least (3) vehicles. However, due to the constant idling and wear-and-tear, recommended twice the number of vehicles be available, making the current number of (6) police vehicles.

Council Member Goldberg inquired about the liability of the dam near the lake and recreation area. City Manager Miller-Thornton responded that since the dam is a Category 2: Non-Life-Threatening, policy changes for dams do not affect apply to the City's dams coverage..

Mayor Hall called for a vote, and the Council voted unanimously in favor of the motion.

The motion carried.

**2. Project Bid No. PW 2024-001 – Pedestrian Bridge Replacement**

Mayor Hall introduced the matter. City Manager Miller-Thornton announced that upon solicitation of bid for the project, the City received one bid before the bid closure date of March 12, 2024. Pine Lake had been awarded a Community Development Block Grant for the bridge project, but the announcement of award came following the solicitation of bids for the project. Therefore, the project will



**CITY OF PINE LAKE**  
**SPECIAL CALLED MEETING AND WORK SESSION MINUTES**  
**April 9<sup>th</sup>, 2024 at 6:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

need to be “re-bid” by the City with required CDBG program language if the City elects to accept the award. City Council discussed at length the details of the sole bid, and terms of the quote as presented by the contractor. Included in the contractor’s proposal was the offer to reduce the cost of the project by \$20,000 if the City would lower the lake by 3 feet. Council Member Goldberg posited that this would raise the temperature of the lake, potentially jeopardizing wildlife and/or leading to an algae bloom. Another variable mentioned was how this project may interfere with the upcoming swimming season and increased use of the recreation area. Several suggestions were made by all members of Council, as well as Mayor Hall, involving various combinations of funding and project details. City Manager Thornton was directed to present Council questions and concerns to the contractor and engineer.

No action was taken by City Council.

### **Adjournment**

Council Member Woods moved for adjournment at 6:38pm.

### **Work Session Meeting**

**Call to Order:** Mayor Brandy Hall called the Work Session to order at 6:38pm.

### **Adoption of the Agenda of the Day**

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

No discussion took place.

Mayor Hall called for a vote, and the Council voted unanimously in favor of the motion.

The motion carried.

### **New Business**

#### **1. Beach House and Clubhouse Rental Proposal – P.L.A.I.N.**

A discussion took place involving the Mayor, Council, City Manager, and representatives from the Pine Lake Association of Involved Neighbors (P.L.A.I.N.), regarding management of the recreational facilities and potential amending of the Memorandum of Understanding between Pine Lake and P.L.A.I.N. Specifically, this discussion item dealt with pro-bono resident use of the recreational facilities, how that would impact liability and value of those

**CITY OF PINE LAKE**  
**SPECIAL CALLED MEETING AND WORK SESSION MINUTES**  
**April 9<sup>th</sup>, 2024 at 6:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

facilities, and what the function of P.L.A.I.N. would be when dealing with assets owned by the City.

No action was taken by City Council.

**2. Initiated Amendment to the Code of Ordinances, Appendix A. – Zoning and the Official Zoning Map of the City of Pine Lake**

The Georgia General Assembly recently voted to approve annexation of (2) commercial properties in the City of Pine Lake. City Manager Miller-Thornton explained the administration's initiation of the process to amend the City's Zone Code to designate the subject properties as "Village Commercial," and to amend the official zoning map of the City to include the annexed properties. Designation of the properties with the Commercial(C), Village Commercial (VC) Subarea zoning classification will subject the properties to non-conforming use regulations as provided for in the Zone Code. For the purposes of taxation, the properties will be considered as incorporated parcels as of January 1, 2025.

No action was taken by City Council.

**Reports and Other Business**

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

No City Manager's report was presented on 04/09/2024.

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

Please refer to [www.pinelakega.net](http://www.pinelakega.net) to access the Police/Public Safety report dated April 9<sup>th</sup>, 2024. Please email [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) to request a copy or call (404) 999- 4931 to schedule an appointment to review the copy on file.

**Mayor**

Mayor Hall offered thanks to residents and Pine Lake PD for a quick response to a tree company's unsolicited presence in the western wetlands.

**City Council**

Council Member Torrent added to the Mayor's comments regarding the episode in the western wetlands, thanking a resident by name for their response. Additionally, Council Member Torrent thanks Chief Green and Pine Lake PD for exhibiting community policing when dealing with individuals trespassing on the currently barred inner berm area.

**CITY OF PINE LAKE**  
**SPECIAL CALLED MEETING AND WORK SESSION MINUTES**  
**April 9<sup>th</sup>, 2024 at 6:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

Council Member Goldberg echoed praise for Pine Lake PD. Council Member Goldberg also reiterated a request that the residents and DeKalb Fire Department be recognized for their response to a recent fire on Ridge Drive.

**Pine Lake News**

**Sheep Project Update:** John Wierwille, the shepherd from Ewe Can Do It Naturally, sent a project update to the city at the end of March, but it did not make it into the last New's Brief. Here is [John's update](#).

**Beach Opens for Swimming:** The beach will open for swimming on Saturday June 1<sup>st</sup> and will close Monday September 30<sup>th</sup>.

**Upcoming events:**

**May 5<sup>th</sup>:** PLAIN Cinco de Mayo Fundraiser Block Party: Music, Food and Fun. Sunday, 12:00 - 3:30 PM Dahlia Drive between Olive and Ivy. [See Flyer](#)

**April 14<sup>th</sup>:** Pollination Celebration: Municipal Arts Panel (MAP) and Stewards for Environmental Education and Design (SEED) invite you to welcome Spring at Pollination Celebration with Plants, [Music, Food and Fun](#). Sunday, 1:00 – 5:00 PM, located on the Park side of the beach in Pine Lake. [See Flyer](#)

**Employment Opportunities:**

**Part Time Beach Monitor Position:** The City of Pine Lake, Georgia is accepting employment applications for the position of Beach Monitor. The Beach Monitor is a seasonal, part-time position. [Additional Details](#), [Application](#).

**Full Time Public Works Laborer Position:** The City of Pine Lake, Georgia is accepting employment applications for the position of Public Works [Laborer](#). [Additional Details](#), [Application](#).

**Full Time Public Works Supervisor Position:** The City of Pine Lake, Georgia is accepting resume/employment applications for the position of Public Works Supervisor. [Additional Details](#), [Application](#).

**Adjournment:** Council Member Ramsey motioned for adjournment at 7:54pm.

---

Ned Dagenhard  
Assistant City Clerk

---

ChaQuias Miller-Thornton  
Acting City Clerk



# Memo

**DATE:** April 25, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Beach House and Clubhouse Facilities Rental Proposal – P.L.A.I.N.

Council discussed the proposal with members of P.L.A.I.N. during the 04/09/2024 work session meeting of Mayor and Council. Council will discuss facilities rentals during its 04/27/2024 Planning Retreat. Any necessary follow-up that comes out of the Planning Retreat will be presented during the 04/30/2024 meeting.

## HISTORY

Please see the attached, most recent and revised draft (dated 04/04/2024) of the Beach House and Clubhouse Facilities Rental Proposal. The proposal is presented to Mayor and Council by the Pine Lake Association of Involved Neighbors. P.L.A.I.N. has requested that Mayor and Council please review the attached cover letter (dated 02/12/2024) and the proposal that discuss the utilization of the Beach House and Clubhouse by Pine Lake residents.

Thank you,

ChaQuias M. Thornton



# Memo

**DATE:** April 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** FORMAT I – CDBG ACQUISITION Contract – Pedestrian Bridge Project

On February 26, 2024, the City received notice from the DeKalb County Community Development office announcing the DeKalb County Board of Commissioners approval of the updated Consolidated Plan including the \$72,000 set aside for the City of Pine Lake's Pedestrian Bridge Project – as provided for through the Community Development Block Grant program.

The City of Pine Lake actually began advertisement of the project for solicitation of bids in January 2024, with a bid closing date of March 12, 2024. Election of acceptance of the CDBG award would require readvertisement/rebidding of the project with the required solicitation language.

Attached is a copy of the CDBG ACQUISITION contract form between DeKalb County and the City of Pine Lake. The document contains requirements for bidding and advertising, terms of award and reporting requirements for such award. Please note that the administration office is aware of the incorrect naming of the City Clerk on pages 10 and 11 of the document.

Thank you,

ChaQuias M. Thornton

**STANDARD FORM NUMBER 5**

**GEORGIA, DEKALB COUNTY**

**FORMAT I – CDBG  
ACQUISITION**

This CONTRACT, by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter sometimes referred to as the “COUNTY”), and the City of Pine Lake a municipal corporation duly and legally created by the General Assembly of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter sometimes referred to as (“CITY”)).

**WITNESSETH:**

**I.**

This CONTRACT shall begin on April 1, 2024 and end on March 31, 2025.

**II.**

The CITY agrees to perform the activities and comply with the requirements stated on Exhibit A, which is attached hereto and by reference made a part hereof.

**III.**

The CITY agrees to submit a budget acceptable to the COUNTY showing the planned expenditure of any funds to be received from the COUNTY and to maintain accurate records of the expenditure and disposition of such funds, such records to be in accordance with good accounting practices, and made available for inspection and audit by the COUNTY. The budget is identified as Exhibit B and is attached hereto and by reference made a part hereof.

#### IV.

The COUNTY designates the Director of DeKalb County Community Development Department as its point of contact, coordinator, and liaison person with CITY in the execution of the terms of this CONTRACT.

#### V.

The COUNTY agrees that it will pay to the CITY an amount not to exceed **SEVENTY-TWO THOUSAND and No/100ths Dollars (\$72,000.00)** from the Community Development Block Grant Program (CDBG) funds. If the COUNTY receives any reduction in the CDBG funding during the life of this CONTRACT, the total cap paid under this CONTRACT shall automatically be reduced by the same percentage of reduction for the same period. However, in calculating the percentage of reduction to be applied to the total cap paid under this CONTRACT, the parties shall not use a time period exceeding one (1) fiscal year.

All payments will be made upon receipt of proper invoice submitted to the Community Development Director after performance of the services, rather than payments made in advance of services rendered.

#### VI.

The CITY shall be responsible from the time of signing the CONTRACT, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property, including employees and property of the COUNTY. The CITY shall exonerate, indemnify, and save harmless the COUNTY from and against all claims or actions, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this CONTRACT or by

conditions created thereby or arising out of or any way connected with work performed under this CONTRACT and shall assume and pay for, without cost to the COUNTY, the defense of any and all claims, litigation, and actions suffered through any act or omission of the CITY, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. The CITY expressly agrees to defend against any claims brought or actions filed against the COUNTY where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

## VII.

The CITY shall furnish the following along with contract documents sent to the COUNTY for execution.

- A. Certificate(s) of Insurance in companies doing business in Georgia and acceptable to DeKalb County covering:
  - 1. Statutory Worker's Compensation Insurance, or proof that the CITY is not required to provide such coverage under state law;
  - 2. Commercial Liability Insurance covering all operations and automobiles:
    - a. With limit of \$300,000 each occurrence for bodily injury -- general liability coverage, and with limits of \$100,000 each person and \$300,000 each occurrence -- automobile liability coverage.
    - b. With limit of \$100,000 Property Damage each occurrence -- general liability coverage and automobile liability coverage.
- B. Certificate(s) of Insurance must be executed in accordance with the following provisions:
  - 1. Certificate(s) to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this CONTRACT;
  - 2. Certificate(s) to contain the locations and operations to which the insurance applies;
  - 3. Certificate(s) to contain the CITY'S protective coverage for any Subcontractor's operations;



4. Certificate(s) to contain the CITY'S contractual insurance coverage;
5. Certificate(s) to be **issued** to:

DeKalb County, Georgia  
The Maloof Center, Purchasing & Contracting  
1300 Commerce Drive  
Decatur, Georgia 30030

- C. The CITY shall be wholly responsible for securing certificate(s) of insurance coverage as set forth above for all Subcontractors who are engaged in this work.
- D. The CITY agrees to carry statutory Worker's Compensation Insurance and to have all Subcontractors likewise carry statutory Worker's Compensation Insurance, or provide proof that such coverage is not required under state law.

### **VIII.**

Precedent to the execution of this CONTRACT and before the starting of any work, the CITY shall furnish to the COUNTY a Certificate of Insurance covering its Fidelity Bond in at least the total amount of this CONTRACT. Surety Company shall be acceptable to the COUNTY and licensed to do business in the State of Georgia.

### **IX.**

The CITY shall comply with all federal laws and regulations governing the use of CDBG funds specifically including, without limitation, those requirements set forth in Subpart K of 24 CFR Part 570, 24 CFR 570.502, the circulars governing the program including Office of Management and Budget Circular Nos. A-110 and A-122, and other regulations that may be promulgated by the federal government and identified by the Community Development Director. A list of the current 24 CFR Part 570 regulations is attached hereto as Exhibit C. The CITY does not assume the COUNTY'S environmental responsibilities described at Section 570.604 nor the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.

Further, in accordance with the provisions of 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs; Final Rule and Notice, the CITY will comply with the regulations as they relate to activities that involve the acquisition of real property or the displacement of persons, or businesses including displacement caused by rehabilitation and demolition activities. The CITY will obtain approval from the COUNTY prior to initiating any such activities.

**X.**

If any program income is received by the CITY, it shall be returned to the COUNTY within thirty (30) days of its receipt. Any program income on hand when the CONTRACT expires, or received after the CONTRACT'S expiration, shall be paid to the COUNTY as required by 24 CFR § 570.503(b)(8). Upon expiration of this CONTRACT, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the CITY'S control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- (i) Used to meet one of the national objectives in 24 CFR § 570.503(b)(8) (formerly Section 570.901) until five years after expiration of the CONTRACT; or
- (ii) The CITY shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvement to the property.

During the term of this CONTRACT and until five years after the expiration of the CONTRACT, the CITY shall not change the planned use of the property improved with CDBG funds, including the beneficiaries of such use, unless specific written approval from the COUNTY is provided in advance of the change.

## XI.

This CONTRACT may be modified or amended by mutual agreement of the parties; however, no waiver, modification, or amendment of any term, condition, or provision of this CONTRACT will be valid, or of any force or effect, unless made in writing, approved by the respective parties governing bodies, and properly executed by the parties authorized representatives. Renewal of this CONTRACT may be accomplished through the process of amendment or modification as provided for herein.

## XII.

Notwithstanding any other CONTRACT provision, the COUNTY may **unilaterally** terminate this CONTRACT at any time, in whole or in part, with or without cause. The COUNTY will terminate by delivering to the CITY a Notice of Termination specifying the terms, extent, and effective date of termination. The effective date of termination, shall be at least thirty (30) days after the date of the Notice of Termination. Additionally, in accordance with 24 CFR 85.43, suspension or termination of the CONTRACT may occur if the CITY materially fails to comply with any term of this CONTRACT, and the CONTRACT may be terminated for convenience in accordance with 24 CFR 85.44.

The CITY may terminate the CONTRACT only upon written approval from the COUNTY. The CITY must provide the COUNTY with a written thirty (30) day notice of intent to terminate.

If the CONTRACT is terminated as provided herein, and if any funds have been expended by the COUNTY in accordance with this CONTRACT, the COUNTY will provide the CITY a written termination plan that identifies any funds that must be paid back to the COUNTY and any written obligations which must be satisfied by the CITY pursuant to the CONTRACT prior to

termination of the CONTRACT. The specific requirements of the termination plan shall be in accordance with this CONTRACT and shall be at the sole discretion of the COUNTY.

**XIII.**

For the purposes of this CONTRACT, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

CITY

City of Pine Lake  
Pine Lake City Hall  
P.O. Box 1325  
Pine Lake, GA 30072

COUNTY

DeKalb County, Georgia  
The Maloof Center, Purchasing & Contracting  
1300 Commerce Drive  
Decatur, Georgia 30030

**XIV.**

It is the intent of the parties that nothing contained herein shall be interpreted to assign to the CITY any status under this CONTRACT other than that of an independent contractor.

**XV.**

This CONTRACT shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this CONTRACT shall be brought in the courts of DeKalb County, Georgia.

**XVI.**

The CITY agrees that the validity, interpretation, all rights, and all obligations hereto shall be governed, controlled and defined by and under the laws of the State of Georgia.

**XVII.**

CONTRACTOR and Subcontractor Evidence of Compliance

(1) Pursuant to O.C.G.A. § 13-10-91, County contracts for the physical performance of services within the state of Georgia shall include the following provisions:

a. compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02<sup>1</sup> are conditions of this contract;

b. CITY shall specify which one of the three statutory employee-number categories applies as identified in O.C.G.A. § 13-10-91, “500 or more employees,” “100 or more employees,” or “fewer than 100 employees.” CITY shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor; and

c. CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from the subcontractor(s) such subcontractor(s)’ indication of the employee-number category applicable to the subcontractor; and

d. CITY shall comply with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 and shall attest by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document shall be attached to, and become a part of, the covered contract. Contractor Affidavit and Agreement is hereto attached as Exhibit D and incorporated herein by reference.

(2) Pursuant to O.C.G.A. § 13-10-91, the CITY agrees that, in the event the CITY employs or contracts with any subcontractor(s) in connection with the covered contract, the CITY will secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the County at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement. Subcontractor Affidavit and Agreement is hereto attached as Exhibit E and incorporated herein by reference.

(3) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavits related thereto, shall be open for public inspection in this state at reasonable times during normal business hours.<sup>2</sup>

(4) The CITY will certify its registration and participation in the EEV / Basic Pilot Program (or other applicable federal work authorization program) by transmitting a copy of all documents required for the CITY's registration and participation in such program, including a fully executed copy of the required Memorandum of Understanding and the EEV / Basic Pilot Program User Identification Number, to the County's agency head or to an individual designated by the agency head to receive such certification.<sup>3</sup>

#### **XVIII.**

In the event any provision of this CONTRACT is held to be unenforceable for any reason, the remainder of the CONTRACT shall be in full force and effect and enforceable in accordance with its terms.

#### **XIX.**

Without regard to any designation made by the person or entity entering this Agreement, DeKalb County considers all information submitted in response to the Agreement to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq., after contacting the person or entity making the submission, unless a court order is presented with the CONTRACT.

#### **XX.**

It is agreed between the COUNTY and the CITY that the CONTRACT shall be executed in original or digital signatures, any one of which may be used for any purpose.

**[Signatures continue on following page]**

---

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative, the day and date hereinabove written.

**CITY OF PINE LAKE**

**DEKALB COUNTY, GEORGIA**

*Zachary L. Williams*

By: \_\_\_\_\_ (SEAL)

Signature

Brandy Hall

Name (Typed or Printed)

Mayor

Title

58-6000640

Federal Tax I.D. Number

Signed by: Zachary L. Williams

Date & Time: 02 Apr, 2024 14:27:12 EDT

by Dir. (SEAL)

Michael L. Thurmond

Chief Executive Officer

DeKalb County, Georgia

**ATTEST:**

\_\_\_\_\_  
Signature

Faye Brantley

Name (Typed or Printed)

City Clerk

Title

**ATTEST:**

*Barbara Sanders-Norwood*

Signed by: Barabara Sanders-Norwood  
Date & Time: 10 Apr, 2024 13:07:32 EDT

BARBARA H. SANDERS-NORWOOD,CMC, CCC

Clerk of the Chief Executive Officer and

Board of Commissioners of

DeKalb County, Georgia

**APPROVED AS TO SUBSTANCE:**

*Allen Mitchell*

Signed by: Allen Mitchell  
Date & Time: 28 Mar, 2024 15:22:21 EDT

\_\_\_\_\_  
DeKalb County Department Director

**APPROVED AS TO FORM:**

*Clark Candler*

Signed by: Clark Candler  
Date & Time: 28 Mar, 2024 09:36:16 EDT

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

**CERTIFICATE OF CORPORATE RESOLUTION**

I, Faye Brantley, certify the following:

That I am the appointed and authorized City Clerk of the City of Pine Lake. (hereinafter referred to as the “CITY”), a CITY a municipal corporation duly and legally created by the General Assembly of the State of Georgia,

That said CITY has, through lawful resolution of the City Council of the CITY, duly authorized and directed Brandy Hall, in her/his official capacity as Mayor of the CITY, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

The purpose of this project is to provide necessary funds for the completion of two (2) ADA Accessible Lake Pedestrian Bridges at 4580 Lakeshore Dr., Pine Lake, Georgia 30083

That the foregoing Resolution of the City Council has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

**IN WITNESS WHEREOF**, I have set my hand and corporate seal.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Secretary (CORPORATE SEAL)



**Exhibit D**  
**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is contracting with DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\*1 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the COUNTY, then the contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08<sup>2</sup> or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the COUNTY, at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

55412  
\_\_\_\_\_  
DeKalb County EEV Basic Pilot  
Program\* User Identification  
Number

BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

<sup>2</sup> See, O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, "Georgia Security and Immigration Compliance Act" of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

**Exhibit E**  
**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or CITY which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (Name of Contractor) on behalf of DEKALB COUNTY, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program\*2 [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91].

\_\_\_\_\_  
Employment Eligibility Verification Program (EEV)/  
Basic Pilot Program\* User Identification Number

55412  
\_\_\_\_\_  
DeKalb County EEV Basic Pilot  
Program\* User Identification  
Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**City of Pine Lake  
Pedestrian Bridge Replacement Project**

**Exhibit A**

**Statement of Services**

The City of Pine Lake (hereafter known as the "CITY") agrees to provide all services necessary to complete the construction of two lake pedestrian bridges located at 4580 Lakeshore Drive, Pine Lake, Georgia 30083.

The CITY further agrees to comply with the terms outlined in items 1 through 9 and to maintain the necessary documentation. The CITY will submit the following information to the Community Development Department Director for approval prior to action, implementation, or reimbursement for related services:

1. Request for construction bid documents prior to advertising. The bidding process must be open and competitive.
2. A complete copy of the bid package to be provided to prospective bidders must be submitted prior to soliciting bids. The Community Development Department will provide copies of required Davis-Bacon materials and Section 3 requirements to be incorporated into the bid package.
3. The names of all contractors and subcontractors that submitted bids and were recommended for award of the construction services contract. The selected contractor must not be on HUD's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
4. A copy of the proposed contract for construction services which outlines all services to be rendered, schedules for completion, and estimated costs, and resources to pay for costs to the Community Development Department for review prior to execution.
5. A copy of the executed contract for construction services with contract specifications to the Community Development Department.
6. Any proposed contract amendments or change orders affecting the scope or cost of the work to be performed.
7. The CITY agrees to submit reports on all CITY activities related to this contract as requested by the Community Development Director. A copy of all final executed contracts, agreements, and change orders; and documentation of all expenses relating to the use of Community Development Block Grant funds shall be submitted with the request for reimbursement.

8. On a monthly basis, the CITY shall submit the Section 3 Reporting Form describing all activities undertaken by the Agency to address the Section 3 guidelines. This narrative should identify any new hires and/or individuals trained at the City who meet the definition of a Section 3 resident. A Section 3 resident is defined as a public housing resident or a low- or very low-income resident of the County. The format to be used is attached to this Exhibit A.
9. Provide as requested any additional reports or information necessary to meet project requirements as determined and requested by the Community Development Department.

If the CITY fails to comply with these requirements, the CITY agrees to reimburse all Community Development Block Grant funds or an amount proportional to the time of noncompliance as solely determined by the County.

**City Of Pine Lake  
Pedestrian Bridge Replacement Project  
Exhibit B**

**Budget Summary**

<b><u>Cost Category</u></b>	<b><u>Budget</u></b>
Construction of two (2) ADA compliant lake pedestrian bridges at the City's Recreation Center located at 4580 Lakeshore Drive, Pine Lake, Georgia 30083	\$ 72,000
<b>Total</b>	<b><u>\$72,000</u></b>

Community Development Block Grant funds in the amount of \$720,000 shall be used by the City of Pine Lake for services related to construction of two (2) ADA compliant lake pedestrian bridges. Funds will be reimbursed to the CITY upon receipt and approval by the Community Development Department of the necessary documentation to support expenditures. The total amount shall not exceed \$720,000 for the contract period.

# **EXHIBIT C**

## **Summary of Part 570**

### **Community Development Block Grants**

## Part 570 - Community Development Block Grants

### Subpart A - General Provisions

Section	Title
<u>570.1</u>	Purpose and Primary Objective
<u>570.2</u>	Removed
<u>570.3</u>	Definitions
<u>570.4</u>	Allocation of Funds
<u>570.5</u>	Waivers

### Subpart B - [Reserved]

### Subpart C - Eligible Activities

Section	Title
<u>570.200</u>	General policies
<u>570.201</u>	Basic eligible activities
<u>570.202</u>	Eligible rehabilitation and preservation activities
<u>570.203</u>	Special economic development activities
<u>570.204</u>	Special activities by Community-Based Development Organizations (CBDOs)
<u>570.205</u>	Eligible planning, urban environmental design and policy-planning- management-capacity building activities
<u>570.206</u>	Program administration costs
<u>570.207</u>	Ineligible activities
<u>570.208</u>	Criteria for national objectives
<u>570.209</u>	Guidelines for evaluating and selecting economic development projects

### Subpart D - Entitlement Grants

Section	Title
<u>570.300</u>	General
<u>570.301</u>	Activity locations and float-funding
<u>570.302</u>	Submission requirements
<u>570.303</u>	Certifications
<u>570.304</u>	Making of grants
<u>570.307</u>	Urban counties
<u>570.308</u>	Joint requests
<u>570.309</u>	Restriction on location of activities

### Subpart E - Special Purpose Grants

Section	Title
<u>570.400</u>	General
<u>570.401</u>	Community adjustment and economic diversification planning assistance
<u>570.402</u>	Technical assistance awards
<u>570.403</u>	New Communities
<u>570.404</u>	Historically Black colleges and universities program
<u>570.405</u>	The insular areas
<u>570.406</u>	Formula miscalculation grants
<u>570.410</u>	Special Projects Program

- 570.411 Joint Community Development Program  
570.415 Community development work study program  
570.416 Hispanic-serving institutions work study program

**Subpart F - Small Cities Program**

- | <b>Section</b> | <b>Title</b>   |
|----------------|--|
| <u>570.420</u> | General  |
| <u>570.421</u> | New York Small Cities Program Design                                 |
| <u>570.422</u> | Applications from joint applicants                                   |
| <u>570.423</u> | Application for the HUD-administered New York Small Cities Grants    |
| <u>570.424</u> | Grants for imminent threats to public health and safety              |
| <u>570.425</u> | HUD review and actions on applications for New York State applicants |
| <u>570.426</u> | Program income   |
| <u>570.427</u> | Program amendments   |
| <u>570.428</u> | Reallocated funds  |
| <u>570.429</u> | Hawaii general and grant requirements                                |
| <u>570.430</u> | Hawaii program operation requirements                                |
| <u>570.431</u> | Citizen participation  |
| <u>570.432</u> | Repayment of section <u>108</u> loans                                |

**Subpart I - State Community Development Block Grant Program**

- | <b>Section</b> | <b>Title</b>  |
|----------------|---|
| <u>570.480</u> | General   |
| <u>570.481</u> | Definitions   |
| <u>570.482</u> | Eligible activities   |
| <u>570.483</u> | Criteria for national objectives                                  |
| <u>570.484</u> | Overall benefit to low and moderate income persons                |
| <u>570.485</u> | Making of grants  |
| <u>570.486</u> | Local government requirements                                     |
| <u>570.487</u> | Other applicable laws and related program requirements            |
| <u>570.488</u> | Displacement, relocation, acquisition, and replacement of housing |
| <u>570.489</u> | Program administrative requirements                               |
| <u>570.490</u> | Recordkeeping requirements  |
| <u>570.491</u> | Performance and evaluation report                                 |
| <u>570.492</u> | State's reviews and audits  |
| <u>570.493</u> | HUD's reviews and audits  |
| <u>570.494</u> | Timely distribution of funds by states                            |
| <u>570.495</u> | Reviews and audits response                                       |
| <u>570.496</u> | Remedies for noncompliance; opportunity for hearing               |
| <u>570.497</u> | Condition of State election to administer State CDBG Program      |

**Subpart J - Grant Administration**

- | <b>Section</b> | <b>Title</b>   |
|----------------|--|
| <u>570.500</u> | Definitions  |
| <u>570.501</u> | Responsibility for grant administration              |
| <u>570.502</u> | Applicability of uniform administrative requirements |



- 570.503 Agreements with subrecipients
- 570.504 Program income
- 570.505 Use of real property
- 570.506 Records to be maintained
- 570.507 Reports
- 570.508 Public access to program records
- 570.509 Grant closeout procedures
- 570.510 Transferring projects from urban counties to metropolitan cities
- 570.511 Use of escrow accounts for rehabilitation of privately owned residential property
- 570.512 [Reserved]
- 570.513 Lump sum drawdown for financing of property rehabilitation activities

**Subpart K - Other Program Requirements**

**Section Title**

- 570.600 General
- 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063
- 570.602 Section 109 of the Act
- 570.603 Labor standards
- 570.604 Environmental standards
- 570.605 National Flood Insurance Program
- 570.606 Displacement, relocation, acquisition, and replacement of housing
- 570.607 Employment and contracting opportunities
- 570.608 Lead-based paint
- 570.609 Use of debarred, suspended or ineligible contractors or subrecipients
- 570.610 Uniform administrative requirements and cost principles
- 570.611 Conflict of interest
- 570.612 Executive Order 12372
- 570.613 Eligibility restrictions for certain resident aliens
- 570.614 Architectural Barriers Act and the Americans with Disabilities Act

**Subpart M - Loan Guarantees**

**Section Title**

- 570.700 Purpose
- 570.701 Definitions
- 570.702 Eligible applicants
- 570.703 Eligible activities
- 570.704 Application requirements
- 570.705 Loan requirements
- 570.706 Federal guarantee; subrogation
- 570.707 Applicability of rules and regulations
- 570.708 Sanctions
- 570.709 Allocation of loan guarantee assistance
- 570.710 State responsibilities

**Subpart N - Urban Renewal Provisions**

**Section Title**

<u>570.800</u>	General
<u>570.801</u>	Payment of the Cost of Completing a Project
<u>570.802</u>	Repayment of Temporary Loans
<u>570.803</u>	Financial Settlement of Projects
<u>570.804</u>	Application for Approval of Financial Settlement

### Subpart O - Performance Reviews

<b>Section</b>	<b>Title</b>
<u>570.900</u>	General
<u>570.901</u>	Review for compliance with the primary and national objectives and other program requirements
<u>570.902</u>	Review to determine if CDBG funded activities are being carried out in a timely manner
<u>570.903</u>	Review to determine if the recipient is meeting its consolidated plan responsibilities
<u>570.904</u>	Equal Opportunity and Fair Housing Review Criteria
<u>570.905</u>	Review of continuing capacity to carry out CDBG funded activities in a timely manner
<u>570.906</u>	Review of urban counties
<u>570.907 --</u> <u>570.909</u>	[Reserved]
<u>570.910</u>	Corrective and remedial actions
<u>570.911</u>	Reduction, withdrawal, or adjustment of a grant or other appropriate action
<u>570.912</u>	Nondiscrimination compliance
<u>570.913</u>	Other remedies for noncompliance

Authority: Title I, Housing and Community Development Act of 1974, as amended (42 U.S.C. 5300-5320); sec. 7(d), Department of Housing and Urban Development Act (42 U.S.C. 3535(d)).

Content updated August 26, 2002

U.S. Department of Housing and Urban Development  
 451 7th Street S.W., Washington, DC 20410  
 Telephone: (202) 708-1112 TTY: (202) 708-1455

EXHIBIT D

Davis Bacon Wage Rates

"General Decision Number: GA20240291 01/05/2024

Superseded General Decision Number: GA20230291

State: Georgia

Construction Type: Heavy

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/05/2024

SUGA2017-006 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 19.99	0.00
CARPENTER, Excludes Form Work....	\$ 21.64	3.90
CEMENT MASON/CONCRETE FINISHER...	\$ 19.02	3.29
ELECTRICIAN.....	\$ 28.39	9.15
LABORER: Common or General.....	\$ 13.98 **	1.38
LABORER: Pipelayer.....	\$ 17.11 **	3.23
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.17	4.70
OPERATOR: Bulldozer.....	\$ 16.29 **	0.00
OPERATOR: Crane.....	\$ 25.45	0.00
OPERATOR: Loader.....	\$ 17.86	0.65
OPERATOR: Roller.....	\$ 11.89 **	0.00
PIPEFITTER.....	\$ 24.72	13.82
-----		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

# Memo

**DATE:** April 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton, City Manager  
**RE:** Award - Project Bid No. PW 2024-001 - Pedestrian Bridge Replacement

Regular Session – April 30<sup>th</sup>, 2024

During the April 9<sup>th</sup>, 2024 work session of Council, the City Council engaged in discussion regarding potential bid award for the replacement of the pedestrian bridges at 4580 Lakeshore Drive. Some of the questions that council wanted to present to the potential contractor were (responses are included):

1. Is the contractor open to starting the project after the City's swim season? The season is set to end September 30, 2024.

Contractor's Response: We can wait until the end of swim season. Can we go ahead and do the award, contract, Bonds, insurance, etc..?

2. Is the contractor able to give an anticipated timeline for project completion? From contract execution to mobilization?

Contractor's Response: As far as mobilization, this would be a matter of days. As far as project duration, we always try to complete projects as quickly as possible, but we would respectfully like to claim the time allowed in the bid documents.

Engineer's Response: The contract duration in the bid documents is 120 days.

3. What form of heavy equipment will be used to complete the work?

Contractor's Response: The construction equipment will most likely be; pick-up trucks, rubber tracked mini excavators, rubber tired backhoe, and rubber tracked skid steer.

4. Additionally, we would like to know if the contractor would be willing to bid the project under CDBG regulations with Davis Bacon Wage requirements. There are no stipulations on his response.

Engineer's Response: We've already bid the project, so I don't think we can meet the Davis Bacon requirements. We would need to change the bid documents to add Davis-Bacon requirements and then re-advertise it.

5. Council has also requested information on the impact of lowering the lake water level by 3 feet. City Manager Thornton is gathering information regarding and anticipates having such information by the upcoming date of award consideration.



---

## History

### Special Called – April 9, 2024

The bid close date for replacement of the pedestrian bridges on the inner berm was March 12, 2024. This project is anticipated to be funded by the portion of General Fund Balance that has been set aside from American Rescue Plan Act dollars - \$176,901.

On March 12, 2024 at 2:00pm, the sole bid as received was opened with the following results:

Cline service Corp.	\$275,000
---------------------	-----------

Upon further review of the project, a \$20,000 reduction in bid amount can be assumed if the city is able to lower the water level of the lake approximately 3 feet during construction - resulting in a potential contract cost of \$255,000 if awarded as bid and as negotiated.

Additionally, the City has the potential to be awarded Community Development Block Grant. Award in the amount of \$72,000 towards the completion of the project, as applied for by City Manager Thornton during the 2023 application cycle for DeKalb County CDBG. Acceptance of the award would result in rebid of the project specifying the administration requirements for projects let under the CDBG program guidelines. These requirements include Davis-Bacon wage rules. The Davis-Bacon Act is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area. The requirements for pay and reporting may result in an increase in any bid amount received. Acceptance of the award might also delay project start.

The Council has the following options:

- Reject the bid and decide to rebid the project. It has been determined in conversation with the City's engineer of record (Clark Patterson Lee) that there is really no alternative to reduce the project scope.
- Reject the bid and decide to rebid the project including CDBG Davis-Bacon requirements – understanding that there is a potential for project start delay due to process and that there is a potential for an increase in bid estimates for contractor adherence to wage and reporting requirements.
- Acceptance of the bid and the cost of \$255,000 - with \$176,901 to be allocated from General Fund Balance held after electing the standard allowance of American Rescue Plan Act dollars – will require an additional \$78,099 in funding allocation. The only currently identified options for the additional funding allocation are general fund balance appropriation or SPLOST II funding appropriation. Assuming approximately \$13,000 per month in SPLOST II collections, regular accumulation of \$78,099 will take approximately 6 months. SPLOST II collections are anticipated to begin in April 2024.

Please let me know if you should have any questions or concerns regarding this matter.

Thank you,

ChaQuias M. Thornton



# Memo

**DATE:** April 26, 2024  
**TO:** Mayor and City Council  
**FROM:** ChaQuias Thornton  
**RE:** Resolution R-09-2024 FY2024 Budget Amendment – General Fund and SPLOST II

The attached resolution assumes a Pedestrian Bridge Project Cost of \$275,000 (without the proposed \$20K reduction in cost for lowering the lake level). There is \$176,901 in set aside General Fund allocation (original ARPA funding). The remaining \$98,099 will be “front funded” by the city’s General Fund unrestricted reserves. As SPLOST II funds are distributed to the City, the funds will be reimbursed to the General Fund until all “front funded” dollars are repaid.

As anticipated, SPLOST II funds will be repaid to the General Fund as follows:

		SPLOST II Proceeds	
		2024	2025
Total Construction Cost	275,000		
Set Aside - GF Balance - ARPA	176,901		
Total Due to GF from SPLOST	98,099	91,622	6,477

Thank you,  
 CMThornton

**RESOLUTION #R-09-2024**

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

**WHEREAS**, the FY2024 local budgets for the City of Pine Lake, Georgia were adopted in December 19, 2023; and

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

**THEREFORE**, be it resolved by the Mayor and City Council of the City of Pine Lake, Georgia, that the following amendment to the General Fund 100 and SPLOST II Fund 910 budgets be made this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

<b>GENERAL FUND</b>						
	<b>LINE ITEM</b>	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>		<b>New Budget</b>
	Fund Balance Allocation - Unrestricted		<b>16,477.00</b>			16,477.00
	Fund Balance Allocation- ARPA		<b>176,901.00</b>			176,901.00
			<b>193,378.00</b>	-	193,378.00	
<b>GENERAL FUND EXPENDITURES</b>						
	<b>LINE ITEM DESCRIPTION</b>	<b>Original Budget</b>	<b>Increase</b>	<b>Decrease</b>		<b>New Budget</b>
100-0000-0000-611010	Transfer to SPLOST II - Bridges		<b>193,378.00</b>			193,378.00
						-
			<b>193,378.00</b>	-	193,378.00	
			<b>Sum Total</b>			-

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

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

<b>GENERAL FUND</b>						
	<b>LINE ITEM DESCRIPTION</b>	<b>Original/Amended Budget</b>	<b>Increase</b>	<b>Decrease</b>		<b>New Budget</b>
910-		91,622.00				91,622.00
910-611010	Transfer from GF		<b>193,378.00</b>			193,378.00
	Fund Balance Allocation					
			<b>193,378.00</b>	-	193,378.00	285,000.00
<b>GENERAL FUND EXPENDITURES</b>						
	<b>LINE ITEM DESCRIPTION</b>	<b>Original/Amended Budget</b>	<b>Increase</b>	<b>Decrease</b>		<b>New Budget</b>
910-0000-0000-521401	Contracted Services	21,622.00		<b>11,622.00</b>		10,000.00
910-0000-0000-541200	Site Improvements		<b>275,000.00</b>			275,000.00
910-0000-0000-541300	Buildings & Building Improv.	70,000.00		<b>70,000.00</b>		-
			<b>275,000.00</b>	<b>81,622.00</b>	193,378.00	
			<b>Sum Total</b>			-

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

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

	<b>SPLOST II Proceeds</b>	
	<b>2024</b>	<b>2025</b>
Total Construction Cost	275,000	
Set Aside - GF Balance - ARPA	176,901	
Total Due to GF from SPLOST	98,099	6,477