

**CITY OF PINE LAKE
AGENDA
APRIL 8, 2019
7:00 PM**

Call to order
Pledge of Allegiance
Announcements/Communication
Adoption of Agenda
Public Comments

CONSENT AGENDA

All matters listed under this item are routine or have been previously discussed by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

Approval of Meeting Minutes from 03/26/19

OLD BUSINESS

Economic Development Group Update – David Burt
Consideration of Subdivision Plat submitted by J.D. Scott

NEW BUSINESS

Authorization for Mayor to Execute Phone Booth Agreement
Consideration of Bids for Server for City Hall

Public Comments
Mayor's Comments
Council Comment
Adjournment

**CITY OF PINE LAKE
CITY COUNCIL MEETING MINUTES
MARCH 26, 2019
7:00 PM**

Call to order

The meeting was called to order at 7:00pm by Mayor Melanie Hammet. Present were Mayor Pro-Tem Jean Bordeaux and Council Members Brandy Hall, Augusta Woods, Megan Pulsts and Kris Casariego. Also present was City Administrator Valerie Caldwell.

Pledge of Allegiance led by Hammet.

Announcements/Communication

Hammet communicated that Council members have been busy the last two weekends working for the citizens. The yearly retreat was on March 16th at the Avondale Fire Station and they also attended the Peoples Institute that was hosted by a company from New Orleans, LA.

Adoption of Agenda –

Pulsts motioned to approve; seconded Bordeaux and approved 5-0.

Public Comments

None

CONSENT AGENDA

Approval of Meeting Minutes from 03/11/19

Consent Agenda unanimously approved on motion by Pulsts and seconded by Bordeaux.

Approval of Executive Session Meeting Minutes of 11/13/18, 11/27/18 and 12/13/18

The meeting minutes were unanimously approved.

OLD BUSINESS

Update of Rockbridge Road- Mayor Hammet

The Mayor stated that she is working to clarify who is running point and to get a start date for the Rockbridge Road Project that is supposedly to be July 2019. Hammet will inform the residents of the timeframe and who is responsible for Rockbridge Road. Mayor Hammet stated that she had a conversation with the owner of Red Door Events Center regarding the potholes on the road. Hammet advised that she will be in contact with business owners prior to the opening of the new City Hall.

Update of Development Consultant Project – Mayor Hammet

Hammet stated that David Burt will report on Phase I of the development project and will also present the city with Phase II of the development project and ask to extend his contract. This item will be on the April 8th council meeting agenda

Opening of the Lake – Mayor Hammet

The opening of the lake for the 2019 Season shall be May 1st through the first weekend of October.

Public Comments

Stephanie Weeks, 4593 Lakeshore Drive presented Pulsts with a handout titled Revised Share & Protect Public Spaces Proposal-March 26,2019. (see 2019 Minute Book)

Mayor’s Comments

Mayor Hammet thanked Council members for their hard work over the past two weeks.

Council Comments

None

Adjournment was unanimously approved at 7:13 pm on motion by Pulsts and seconded by Bordeaux.

Missye Varner, Administrative Asst



BALCH LAW GROUP

Laurel E. Henderson, Of Counsel
2302 Parklake Drive, Suite 584
Atlanta GA 30345
404-695-1421 FAX 678.228.1885
lhendersonatty@gmail.com
www.balchlawgroup.com

April 1, 2019

Mr. Eran Socher
The Lighthouse Workshop Inc.
2700 Summit Creek Drive
Stone Mountain GA 30083

Re: Phone booth agreement with Pine Lake

Dear Mr. Socher:

The City of Pine Lake is delighted with your offer to fund and donate the use of an English phone booth to be used in the City as a library. This letter sets out the terms of the agreement regarding that donation between the parties.

The Parties to this Agreement are The Lighthouse Workshop Inc ("Lighthouse"), a Georgia Corporation authorized as a nonprofit corporation by the State of Georgia, and the City of Pine Lake ("City"), a municipal corporation of the State of Georgia.

Lighthouse has secured ownership of an English phone booth to be made available for charitable purposes. Lighthouse will donate to the City, at no cost to the City, use of the English phone booth and shall arrange for its physical installation in the City. The phone booth shall be installed on public property in close proximity to the Pine Lake Clubhouse, the actual site to be determined by the City in consultation with its engineers. The phone booth, painted red and retrofitted with shelving, is temporarily resting on the parking lot at the Pine Lake Clubhouse. Consideration for the use of the phone booth is provided by the City maintaining the phone booth as a library, accessible to and available to residents of the City. Lighthouse will contract and pay for installation of the phone booth on a prepared concrete or asphalt surface approved for that purpose and installed by qualified contractors approved by Lighthouse and at Lighthouse's expense, according to City specifications prepared by the City's engineer.

The City will utilize its contract engineers to determine the technical requirements for the foundation on which the phone booth will be installed, as well as any details of installation, with Lighthouse paying the cost of such determinations following Lighthouse's prior approval of such expenses. Lighthouse will also contract for and pay the cost of pad installation at the site, following approval of anticipated charges.

Upon completion of installation of the phone booth, the City's contract engineer will inspect the installation for completeness and stability. Upon the engineer's determination that the installation is complete and meets standards previously developed by the engineer, the installation of the booth will be determined to be complete and its use will be accepted by the City as a gift in accordance with the terms of this Agreement.

At Lighthouse's request, volunteer citizens of the City may assist Lighthouse in identifying potential contractors, serving as channels of communication, and assembling estimates. The volunteer citizens may further seek donations of time and/or materials to be utilized in pad preparation in an effort to defray costs to Lighthouse. The decision to employ any particular contractor remains solely with Lighthouse, who also remains responsible for payment of all costs not covered by donations of time and/or materials.

Lighthouse agrees that any contractor engaged will carry full liability and casualty insurance. Once installation is accepted by the City, the phone booth will be added to structures covered by the City's participation in the Georgia Interlocal Risk Management Agency's (GIRMA) coverage agreement.

The Parties to this Agreement anticipate the phone booth covered by this Agreement will be utilized as a public library and public art for the foreseeable and indefinite future. The Parties recognize a library operated by the City is a governmental function subject to exclusive control of the City. The phone booth will include a place for people to comment on books they have enjoyed. The term of use memorialized by this Agreement shall run for five years from installation of the phone booth. The Agreement shall automatically renew for additional five year terms if neither Party gives notice at least six months prior to a regularly scheduled expiration date of intent to not renew. The donation is dependent on the phone booth remaining at its designated location and being used as a library. In the event the use of the phone booth as a library system is determined to be unworkable, in the City's sole discretion, the Parties will consider other public use of the booth. Should no agreement be reached as to an alternative public use, Lighthouse will make arrangements for de-installation and removal of the phone booth from the City, at its sole expense, within 90 days.

The City shall have the right to publicize the phone booth/library. Lighthouse shall have the right to publicize the phone booth/library, subject to prior approval of the City in keeping with the City's stated policies and goals as an artistic and environmentally responsible community. The Parties recognize copyright laws govern the use of materials housed in the library, and that no intellectual property rights attach to a public service. Any use of the phone booth for purposes other than as a public library shall not put

Lighthouse to any liability or obligation, except for such uses as approved by Lighthouse in advance.

This letter constitutes the sole agreement between the Parties concerning the donation of the use of the phone booth by Lighthouse to the City and supersedes any prior communications between Lighthouse and the City in such matter. Any dispute arising between the Parties will be determined by the DeKalb County, Georgia Court System in accordance with Georgia law.

OFFER ON BEHALF OF THE CITY OF PINE LAKE

Melanie Hammet, Mayor

Date: _____

ACCEPTANCE OF OFFER:

THE LIGHTHOUSE WORKSHOP LLC

By: Eran Socher

Its: _____

Date: _____