

**CITY OF PINE LAKE
AGENDA
SEPTEMBER 10, 2018
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.
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Minutes of meeting held August 28, 2018

NEW BUSINESS

Approval of Resolution Authorizing Mayor to Execute a Quitclaim Deed for property located at Authorization for Mayor to Execute a Quitclaim Deed for property 4630 Ridge Road

Consideration of Request for Subdivision of 4621 Dogwood into two lots – Applicant J.D. Scott

Agreement for Consulting Services with David B. Burt, Inc

Council Review of Art Wall Policy

Communications Plan
Public Comments
Mayor's Comments
Council Comment

Adjournment

**CITY OF PINE LAKE
CITY COUNCIL MEETING MINUTES
AUGUST 28, 2018
7:00 PM**

Call to order

The meeting was called to order by Mayor Melanie Hammet at 7:00 pm. Present were Council Members Jean Bordeaux, Megan Pulsts, Augusta Woods, Brandy Hall and Kris Casariego. Staff present were City Administrator Valerie Caldwell and Chief Saria Y'Huduh-Green. Also present was Allison Duncan from the Atlanta Regional Commission.

Pledge of Allegiance was led by the Mayor.

Announcements/Communication

- **Hammet**

Thanked the participants for participating in the Retreat that was held on August 28th.

Announced that she, Caldwell and Bordeaux met with David Burt, potential Economic Development Consultant and that the city will be voting to enter into a contract with his company. The contract will be presented at the September 10th council meeting for approval.

Announced that the Economic Development Task Force consists of Susan Tarnower, Brandy Beavers, Calvin Burgamy and Michael Wardner and that they will work along with Bordeaux, Hammet and Burt.

Communicated that Catherine Moore, Georgia Conservancy Senior Director, stated that the website is fantastic for obtaining information and is beyond compare. She thanked Bordeaux for her excellent work on the website and making it happen.

- **Hall**

Announced that thirty volunteers participated in the Monarch Planting's at the Art Wall and announced volunteers had signed up for daily and weekly watering of the plants.

- **Bordeaux**

Announced that there has been talks with Rockbridge Elementary regarding volunteering and if one wishes to work with children they will need a background check. She requested council to approve running the background checks at no charge as way for the city to support the schools.

- **Casariego**

Communicated that Wanda Cooley, Art Curator has been working on a process for the art wall exhibits. Information will be available for the September 10th meeting and will also be posted on the website.

- **Woods**

Communicated that she is still waiting on information from Georgia Natural Association for setting up a date for the fish inventory.

Adoption of Agenda

Upon motion and second, the agenda was unanimously approved.

Public Comments

There were not any public comments.

CONSENT AGENDA

Approval of Minutes of Council Meeting held 08/13/18

The consent agenda was unanimously approved by motion by Bordeaux; seconded by Woods. 5-0

NEW BUSINESS

Working Discussion of Future Public Space Management – Mayor Hammet

Mayor Hammet introduced Atlanta Regional Commission's Allison Duncan and welcomed her to the meeting. Hammet recapped some of the needs of the city and how they could be creatively resolved for now and the future. The idea of discussion was to begin to resolve matters for summer 2018 and asked council members to bring ideas to work sessions. One of the major goals was to keep the area environmentally healthy.

Mayor Hammet recommended car free weekends at the lake/beach area; but offered inclusion to visitors less the traffic and pollution. She said that development could produce a doubling of the city's population in the future that it gives the doubling for population and presented a need for retooling the recreation areas. Woods said that a reduction in vehicular traffic would be a great idea especially with the Food Trucks and Makers Market to draw walkers in from the surrounding areas.

Pulsts inquired as to what streets would be closed off and that lots of signage would be needed. Hammet said that a lot of planning would be needed. Chief Green said that a lot of places are doing the park and walk and that this would be a good campaign for the city and would keep the city environmentally healthy. Green stated that education will be key for the enjoyment of the art wall, beach/lake and green spaces and suggested utilizing the Woodstock Baptist Church parking lot. Plusts stated that the matter of using the church lot was still open for discussion.

Stephanie Weeks, Public Works Group said that the issues needed to be drilled down and not to move too quickly and to research other cities. She suggested a mission statement and goals, along with a facilitated meeting involving other city groups, would be helpful.

Hammet said that she would like the wildlife and businesses to be healthy and have a relationship while keeping the millage rate down. The Mayor talked about the future of the lake and the commercial district. Casariego talked about the various pieces of the discussion and stated that she feels that pieces of the first micro layer was being by passed.

Allison Duncan provided several topics for future discussion.

Casariego talked about the new businesses in the area especially the shopping center on the corner of S. Harriston and that there are a lot of people that walk in the area and that there are areas that are not walk friendly especially Rockbridge Road and that sidewalks are needed. She also said that the city needs to preserve what they currently have and that there needs to be a balance.

Hammet reported that the expansion of Rockbridge will provide sidewalks on one side of the south road.

The Mayor stated that there will be additional work sessions on this matter to tie in the micro pieces that have been presented. The topics will be special considerations that will have to be a part of a

holistic approach to a solution. She also said that costs and administration is to be taken into consideration for long term. Pulsts stated that the city should honor its neighbors with inclusion and respect.

Hall stated that the lake/beach is the main asset of the city and that there are other attractions such as the art wall and the nature trails. Bordeaux suggested fostering relationships outside of Pine Lake.

The Mayor said that sustainability of the city is the main goal. She said for the next work sessions with other thought exercises. Hall stated she would like to continue thought exercise at the next work session, but from a different approach.

Communications Plan

There were not any communications.

Public Comments

Butch Tarrion, 4365 Dogwood Road, commented that he is glad that the city is moving in the right direction and that he is curious as to what is happening with the thirteen acres on Allgood Road. Hammet stated that there is a new realtor handling the property. Tarrion said that he would like to speak with someone because he has great ideas for the property

Mayor's Comments

There were not any comments.

Council Comment

Pulsts inquired about the sanitation contract. Caldwell reported that the change of providers while in the works, had not yet been finalized. Following a brief discussion, it was determined that website would reflect an update notifying the public of a change of contractors effective 12/01/18.

Pulsts asked Chief Green about the status for parking and signage. Green stated that she and Public Works are working on this project.

Adjournment

The meeting was adjourned at 9:07 pm.

Missye Varner, Administrative Assistant

STATE OF GEORGIA
COUNTY OF DEKALB

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A QUIT CLAIM DEED TO PROPERTY DENOMINATED AS 4630 RIDGE DRIVE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Pine Lake is the successor in title to the Pine Woods Company, which prepared and recorded the original three plats of the Pine Lake Subdivision; and

WHEREAS, lot 1096 on Map 2 of Pine Lake Subdivision, as originally platted by the Pine Woods Company, was conveyed to A. Wayne Patton and Ruth K. Patton by deed dated December 12, 1936; and

WHEREAS, lot 1096 is identified by the DeKalb County Tax Assessor as parcel no. 18 041 09 012 and has been assigned the street address of 4630 Ridge Drive; and

WHEREAS, lot 1096 was subsequently conveyed to the City of Pine Lake by Marshal's Deed for unpaid street assessments on September 2, 1952; and

WHEREAS, no deed can be found conveying lot 1096 from the City of Pine Lake to any other legal entity; and

WHEREAS, lot 1096 currently houses a driveway that serves a duplex at 4632 Ridge Drive (lots 1097 through 1099 of the original Map 2 of Pine Lake Subdivision); and

WHEREAS, the DeKalb County Tax Assessor lists lot 1096 as being owned by Pine Woods Company, a defunct legal entity; and

WHEREAS, the owner of 4632 Ridge Drive has been paying property taxes on lot 1096 for several years; and

WHEREAS, the owner of 4632 Ridge Drive is under contract to sell that property and wishes to convey lot 1096 as part of that sale; and

WHEREAS, the owner of 4632 Ridge Drive has acted as de facto owner of lot 1096 for several years; and

WHEREAS, there is no public purpose being served by the City continuing to hold legal title to lot 1096;

NOW THEREFORE BE IT RESOLVED, that the City of Pine Lake wishes to convey, by quit claim deed, any interest it holds to lot 1096 (DeKalb County Tax Parcel 18 041 09 012;

BE IT FURTHER RESOLVED, the Mayor of the City of Pine Lake is authorized to execute a quit claim deed on behalf of the City, releasing any legal interest it holds to lot 1096.

SO RESOLVED this _____ day of _____, 2018.

CITY OF PINE LAKE

Melanie Hammet, Mayor

ATTEST:

City Clerk

Return Recorded Document to:

Cross Reference:
Deed Book 955, Page 575
DeKalb County, Georgia records.

QUITCLAIM DEED

STATE OF: GEORGIA

COUNTY OF: DEKALB

THIS INDENTURE, made the _____ day of _____, _____, between **CITY OF PINE LAKE**, of the County of Dekalb, and State of Georgia, as parties of the first part, hereinafter called Grantor, and **JOHN SCOT MURRAY**, of the County of Dekalb, and State of Georgia, as parties of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee.

All that tract or parcel of land lying and being in Land Lot 40 & 41 in the Eighteenth district, of originally Henry, now Dekalb County, Georgia, more particularly described as Lot known as Lot 1096 on Map 2 of Pine Lake on file with Clerk of Superior Court of Dekalb County recorded in Plat Book 10 Folio 157.

Tax ID#: 18-041-09-012.

Subject to any Easements or Restrictions of Record

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF PINE LAKE

By: _____
Melanie Hammet, Mayor

Witness

By: _____
_____, City Clerk

Notary Public

1
Print
Save
Pay

REQUEST TO SUBDIVIDE PROPERTY

7.31.2018

18-041-08-188
Property Tax Parcel ID Number

4621 Dogwood Rd., 30072
Property Address

J.D. Scott
Robert Futterman
Name of Property Owner
Framework Builders, LLC

678.358.5239 404.427.3366
Contact Phone Number (primary and second)

Contact Address (Include P.O. Box, street address and zip code.)

jd@jdscottphoto.com
Email Address

106 Drexel Ave. Studio B Decatur GA 30030
Name of Applicant (If different from property owner, attach an authorizing letter signed by the owner)

Robert Futterman
Contact Phone Number (primary and second)

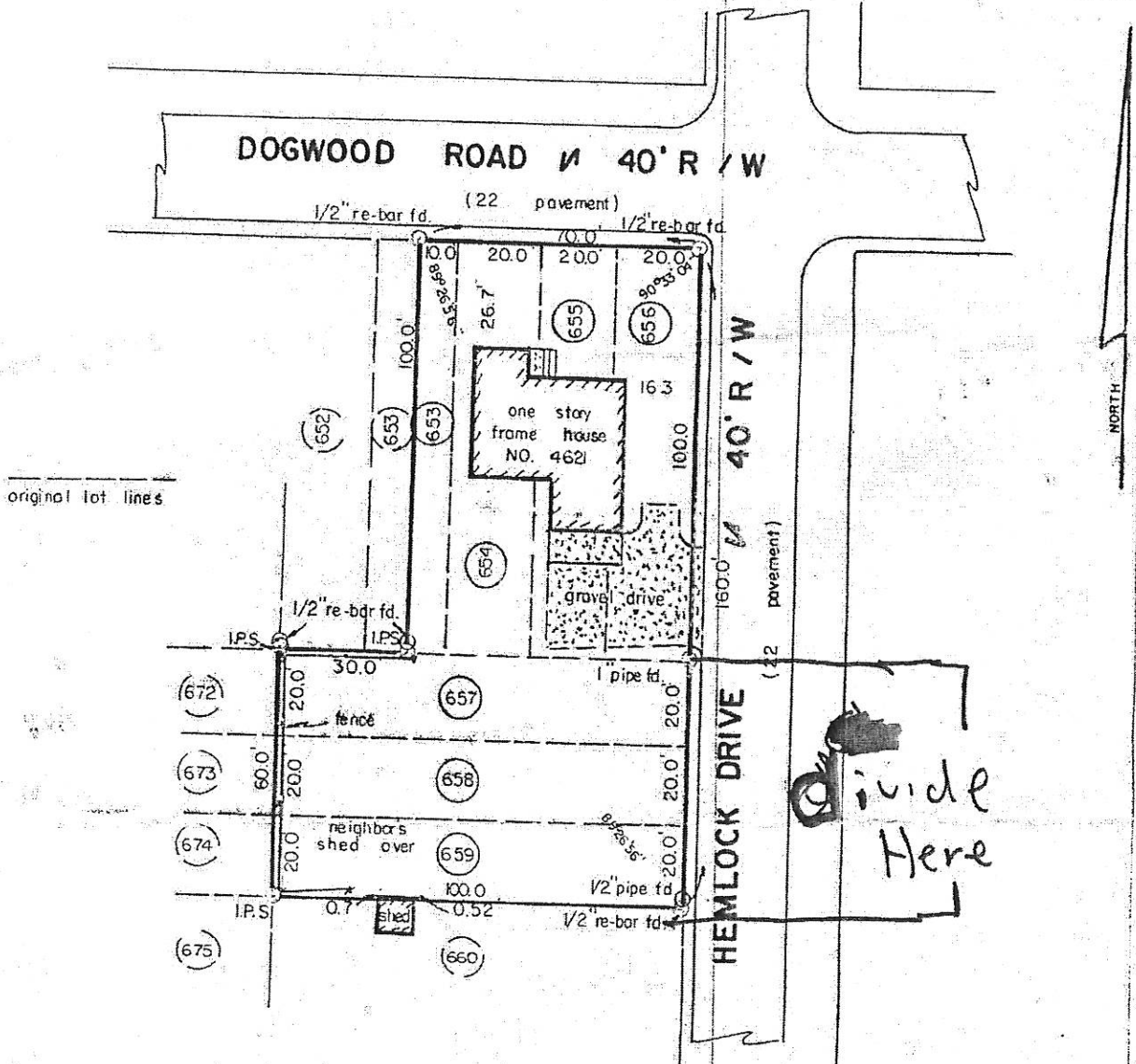
futterman@comcast.net
Email Address 404.427.3366

Contact Address (Include P.O. Box, street address and zip code.)

Signature *[Handwritten Signature]*

Date

Request to subdivide existing lot into 2 lots



original lot lines

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY THE DEPT. OF H.U.D. THROUGH THE FEDERAL INSURANCE ADMINISTRATION, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE OF THE FLOOD HAZARD AREA

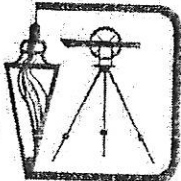
SURVEY FOR: JOHNSON, THOMAS W. & MARY C.

LAND LOT 41
18th DISTRICT --- SECTION
 DEKALB COUNTY PINE LAKE

LOT 1/2 OF 653, BLOCK 654 THRU 659 UNIT --- SEC --- PLAT BOOK 10 PAGE 122 SUBDIVISION-PHASE ---

SCALE: 1" = 40'

DATE OCTOBER 29, 1986



Pearson & Associates, Inc.
 LAND SURVEYING • SITE PLANNING • DEVELOPMENT
 DESIGN • CONSTRUCTION LAYOUT
 531 FOREST PARKWAY • SUITE 200
 FOREST PARK, GA 30050
 (404) 366-7715

WILLIAM W. DeLOACH
 REGISTERED LAND SURVEYOR
 JW
 DRAWN BY

I.P.F.-IRON PIN FOUND	J.B.-JUNCTION BOX
I.P.S.-IRON PIN SET	C.L.-CENTER LINE
B.L.-BUILDING LINE	R/W-RIGHT OF WAY
D.E.-DRAINAGE EASEMENT	F.P.-FENCE POST
H.W.-HEAD WALL	P.L.-PROPERTY LINE
S.E. OR S.S.E.-SANITARY SEWER EASEMENT	DO NOT USE HOUSE TO PROPERTY LINE DISTANCE, OR FENCES FOR PROPERTY LINE LOCATION

LOCATION & DESCRIPTION OF EASEMENTS AND UTILITIES TAKEN GRAPHICALLY FROM RECORDED SUBDIVISION PLAT WHEN APPLICABLE.

Analysis of Dogwood Road Subdivision

FINDINGS

This document analyzes the appropriateness of a re-subdivision of property at 4621 Dogwood Road. The lot to be created having frontage on Dogwood contains a dwelling that encroaches into the required street side yard setback of 20 feet. The lot to be created by combining Lots 657, 658 and 659 complies with the standards of the Ordinance. The document filed with the application is merely a survey, one that is dated October 29, 1986, some 32 years ago. It is not a subdivision plat which is required to subdivide property.

In addition, registered land surveyors contend that the Plat Act requires a survey of adjacent properties. The new lot on Dogwood Road will be comprised of Lots 656, 655, 654 and a 10-foot portion of Lot 653. It is unclear as to whether Lot 653 or Lot 652 would be rendered nonconforming by the proposed subdivision. It is also unclear as to who owns Lot 653.

Section 4. *Maintaining legal status of nonconforming lots* provides the following:

All nonconforming lots are subject to the following regulations; and lots in violation of these regulations are subject to having current uses removed, all current and previously approved permits revoked, and requests for any future permits on such lot refused.

1. Nonconforming lots of record: Where a lot, which was a legal lot of record with Dekalb County prior to May 11, 2009, is below the minimum dimensions set forth in the district in which such lot is located, such lot may at a minimum be permitted to build a single-family dwelling in keeping with all other requirements of the district. Variances of yard and setback requirements within nonconforming lots of record shall be obtained only through variance action by council.

However, the lot at 4621 Dogwood Road is not nonconforming; only the dwelling is nonconforming as to street side yard setback. The proposed subdivision will not create a nonconformity as the dwelling is existing. The property boundary involved in the encroachment is not impacted by the proposed subdivision. Were the side yard setback be encroached upon by a subdivision line that were to be drawn less than 10 feet from the side or rear yard of the dwelling, a variance as to setback would be required.

Accordingly, no variance is required to accommodate the proposed subdivision. It would be to the owners benefit to obtain such a variance as the dwelling is now nonconforming as to setback and therefore, subject to Chapter 6-3-4. Nonconformities, Sec. Section 3. *Maintaining legal status of nonconforming structures*.

CONCLUSION

The two lots to be created will comply with the 60-foot minimum street frontage, the 100-foot lot depth and the 6,000-square foot minimum lot area of the R-1 District assigned to the property. Based on the above findings, the applicant must provide a subdivision plat. In addition, the plat must contain the information mandated by the Plat Act or the surveyor must confirm in writing that such information is not required.

Return Recorded Document to:
Origin Title and Escrow, Inc
160 Clairmont Ave.
Suite 490
Decatur, GA 30030

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF DEKALB

FILE #: 18-8163

THIS INDENTURE made this 9th day of July, 2018, between Thomas W. Johnson , of the County of and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and J.D. Scott and Robert Futterman , as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

All that tract or parcel of land lying and being in the City of Pine Lake, in Land Lot 41 of the 18th District of Dekalb County, Georgia, being the east half of Lot 653, and Lots 654 thru 659, of Pine Lake Subdivision, and being more particularly described as follows:

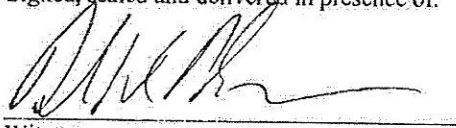
Beginning at a point where the southerly side of Dogwood Road intersects the westerly side of Hemlock Drive; running thence southerly as measured along the westerly side of Hemlock Drive a distance of 160 feet to a point; running thence westerly 100.0 feet to a point; running thence northerly 60.0 feet to a point; running thence easterly 30.0 feet to a point; running thence northerly 100.0 feet to a point located on the southerly side of Dogwood Road; running thence easterly as measured along the southerly side of Dogwood Road, a distance of 70.0 feet to said intersection and the point of beginning.

This Deed is given subject to all easements and restrictions of record.

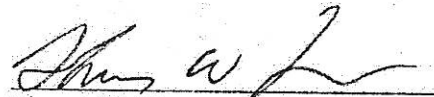
TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.


IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.
Signed, sealed and delivered in presence of:



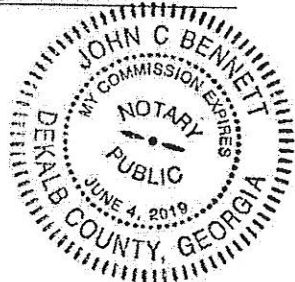
Witness



Thomas W. Johnson (SEAL)



Notary Public



AGREEMENT FOR CONSULTING SERVICES

DAVID B. BURT, INC. (dba VILLAGE GREEN CONSULTING) agrees to provide THE CITY OF PINE LAKE with the following professional services for the fees and on the terms and conditions set forth herein.

1. PARTIES TO THE AGREEMENT

The parties to this agreement are THE CITY OF PINE LAKE, hereinafter referred to as "Client," and DAVID B. BURT, INC. (dba VILLAGE GREEN CONSULTING), a CORPORATION, existing or formed under the laws of the State of Georgia, hereinafter referred to as "Consultant."

2. PROJECT SUPERVISION

David Burt will be the project manager for Consultant. Valerie Caldwell will be the project manager for Client. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the express written consent of the other party, which consent shall not be unreasonably withheld.

3. SERVICES

The services to be provided are set forth in detail in the attached Exhibit A, "Scope of Services." Exhibit A shall be deemed to be incorporated herein by reference whether it is attached to this agreement and executed at the same time as this agreement or prepared and/or executed separately at a later date.

4. PRICE

Consultant shall provide the services set forth in the Exhibit A Scope of Services for a price that will be invoiced hourly but not to exceed a total amount greater than Eight Thousand Dollars (\$8,000), billable for the life of the contract. Additional meetings and/or project tasks in excess of the Scope of Services may be requested by the Client in writing. Such additional services will be invoiced at a rate of One Hundred Dollars (\$100 per hour) or for a mutually agreed upon lump sum fee based on the level of effort required to complete the tasks.

5. TERMS AND CONDITIONS

The price stated in this agreement for the Scope of Services includes all fees for professional services, all incidental costs and materials, and all travel costs incurred by Consultant.

6. LENGTH OF CONTRACT

The term of this Agreement shall be from September 19, 2018 to March 1, 2019 and shall be, unless terminated prior thereto, as hereinafter provided pursuant to the Scope of Services detailed in Exhibit A. Additional site visits, project hours, and/or project tasks in excess of the Scope of Services may be requested by the Client. Such additional services will be priced at a rate of One Hundred Dollars (\$100) per hour or for a mutually agreed upon lump sum fee based on the level of effort required to complete the tasks.

The Client may terminate this Agreement at any time by giving written notice of termination to the Consultant. This Agreement shall terminate effective thirty (30) days after such notice. After termination, Consultant shall not incur further expenses or spend further time in the discharge of its obligations under this Agreement without the prior approval of the Client. In the event of termination, Consultant shall be entitled only to payments received as of the date of termination.

7. OWNERSHIP OF WORK PRODUCT

All right, title, and interest, including copyrights, in and to all documents, in whatever medium they may exist (including but not limited to, electronic), prepared pursuant to this agreement are owned by and hereby assigned to Client, although Consultant may retain physical possession of a copy of them. Client shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement, provided Consultant is noted as a source.

8. REMEDIES – LEGAL AND EQUITABLE

In case of the default of either party under this agreement, the other party, after offering the defaulting party any right to cure within thirty (30) days, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the agreement. The remedies for default shall survive the termination of the agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this agreement.

9. COMPLETE AGREEMENT/AMENDMENTS

This agreement, together with Exhibit A, Scope of Services, constitutes the complete agreement between parties. It may be amended only by a writing executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to the date of the agreement.

CLIENT:

CONSULTANT:

City of Pine Lake

David B. Burt, Inc.

DATE:

DATE:

EXHIBIT A: SCOPE OF SERVICES

**Pine Lake, Georgia
Economic Development Plan for Rockbridge Road corridor
Village Green Consulting and the Georgia Conservancy**

Online Community Survey regarding a Vision for “Downtown” Pine Lake

- Village Green Consulting in partnership with the Downtown Task Force
 - 3.0 hours creating and analyzing survey at \$100/hour = \$300

In-person interviews with business and property owners along Rockbridge Road

- Village Green Consulting
 - 5.0 hours for meetings at \$100/hour = \$500

Five meetings with a “Downtown Task Force” made up of 5 to 7 residents

- Village Green Consulting
 - o 10.0 hours at \$100/hour = \$1,000
- Georgia Conservancy—attend up to 2 Task Force meetings in supporting role, as directed.

Abbreviated Real Estate Market and Demographic Overview

- Village Green Consulting
 - o 10.0 hours at \$100/hour = \$1,000
- Georgia Conservancy—support market research with mapping and/or creation of visuals.

Document outlining a Vision Statement for Downtown Pine Lake, Economic Development Goals for the next five to ten years, and detailed strategic initiatives designed to reach those goals

- Village Green Consulting
 - o 40.0 hours at \$100/hour = \$4,000

- Georgia Conservancy—support development of strategic initiative concepts, document design and document creation.

Two updates to Mayor and Council at City Council Meetings

- Village Green Consulting
 - o 4.0 hours at \$100/hour = \$400
- Georgia Conservancy—attend updates, as needed.

Presentation of Final Recommendations to the Community

- Village Green Consulting
 - o 5.0 hours planning at \$100/hour = \$500
 - o 3.0 hours for the meeting at \$100/hour = \$300
- Georgia Conservancy—assist in preparing for community presentation and attending.

Follow-up meetings with the Downtown Task Force to assist with implementation of strategic initiatives (Not included in the above Scope of Services)

- Village Green Consulting
 - o \$100/hour