

**CITY OF PINE LAKE
PUBLIC HEARING
ZOOM MEETING
SEPTEMBER 8, 2020
7:00 PM**

Call to Order
Announcements/Communication
Adoption of Agenda -

OLD BUSINESS

Ordinance to Extend State of Emergency Due to COVID – 19 Global Pandemic

Ratification of Intergovernmental Agreement for the Distribution and Use of Funds from the Coronavirus Relief Fund

Review of Draft Sign Ordinance (*Scheduled for Public Hearing 9/25*)

COVID-19 Update

Report on Rockbridge Road Construction

Scheduling of Town Hall

NEW BUSINESS

Consideration of Bid for City Hall Improvements

Resolution to Amend Budget

Public Comments
Mayor's Comment
Council Comment
Adjournment Meeting

Residents can access this meeting by calling:
Conference line 1 (929) 205-6099 Meeting ID 813-0156-9377

ORDINANCE NO. 2020-08

AN ORDINANCE BY THE CITY OF PINE LAKE TO EXTEND A STATE OF EMERGENCY DUE TO THE COVID-19 GLOBAL PANDEMIC; TO ENCOURAGE RESIDENTS TO SHELTER IN PLACE AND ABIDE BY A VOLUNTARY CURFEW; TO DELEGATE CERTAIN POWERS TO THE MAYOR TO RESPOND TO THE EMERGENCY; TO CLOSE PUBLIC FACILITIES THAT ENCOURAGE CONGREGATING AND HAVE FIXTURES THAT MAY CONTAIN AND TRANSMIT THE VIRUS; AND TO REPEAL CONFLICTING ORDINANCES

WHEREAS, the President of the United States declared a National Public Health Emergency on March 13, 2020; and

WHEREAS, the Governor of the State of Georgia declared a State of Emergency in Georgia on March 14, 2020; and

WHEREAS, the Governor of the State of Georgia issued an executive order on April 23rd, 2020; Providing guidance for reviving a healthy Georgia in response to COVID-19 and

WHEREAS, the city of Pine Lake Georgia issued passed an Ordinance - No. 2020-03 on April 24th, 2020 declaring a state of emergency due to the novel coronavirus disease 2019.

WHEREAS, the Chief Executive Officer of DeKalb County issued an executive order on March 23, 2020 declaring a public health emergency exists within DeKalb County; and

WHEREAS, the World Health Organization has declared the Novel Coronavirus Disease 2019 (COVID-19) a world health emergency and a global pandemic; and

WHEREAS, the Centers for Disease Control and Prevention have recommended that public gatherings be limited in order to mitigate the spread of the virus and protect vulnerable members of the community including those who are elderly or immune compromised; and

WHEREAS, Section 2.24 of the Charter of the City of Pine Lake authorizes the adoption of emergency ordinances and Section 1.12(b), subsections (8), (11), and (41) provide the City with powers to declare an emergency, take steps to address the emergency, prohibit any practice or use of property that is detrimental to the health of the inhabitants of the City and enforce such standards, and to exercise all powers necessary or desirable to protect the health and general welfare of the inhabitants of the City;

NOW THEREFORE, BE IT ORDAINED by the City of Pine Lake, in a public and specially called meeting as authorized by O.C.G.A. § 50-1-14(1)(g), as follows:

Section 1. The Mayor and Council adopt and make the findings in the “Whereas” paragraphs the factual findings of the Mayor and Council.

Section 2. The Mayor and Council hereby extends the state of emergency in the City of Pine Lake. They encourage inhabitants to shelter in place as much as possible and to abide by a voluntary curfew beginning at 9:00 p.m. each night and ending at 6:00 a.m. the next morning.

Section 3. To the extent not otherwise already authorized by state or federal law or by the City's charter or ordinances, the City Council does hereby grant to the Mayor the authority to use all powers set forth in Section 58-23 of the City's Code of Ordinances so that she may act in an expeditious fashion to protect and promote the health, safety and welfare of the residents, businesses and visitors to the City of Pine Lake. Any act taken by the Mayor pursuant to this ordinance may be reviewed and repealed by the City Council.

Section 4. All public City meetings through the end of October will be conducted by teleconference in accordance with O.C.G.A. § 50-14-1(g) without the requirement of a quorum being present in person so long as the public is afforded simultaneous access to the teleconference meeting. Regular meetings of the Mayor and Council will be held on the second and last Tuesday night of each month beginning 7:00 p.m. through the end of October, 2020.

Section 5. In recognition that the virus may live on surfaces located in public places and parks and thus be transmitted to persons touching such surfaces, all playground equipment, the Beach House, and the Club House are closed to the public during the term of this ordinance. Violation of this Section shall constitute a misdemeanor. Individuals may still use public paths, trails, greenspaces and tennis courts for exercise.

Section 6. The various clauses and subsections of this ordinance are intended to be severable. Should any of the provisions of this ordinance be deemed invalid by a court of competent jurisdiction, it is the intent of the City Council that the remaining provisions remain in full force and effect.

Section 7. All ordinances and portions of ordinances in conflict with the terms of this ordinance are hereby repealed as to the subject matter of this ordinance.

Section 8. This ordinance shall become effective upon its approval by the City Council, signature by the Mayor, and approval as to form by the City Attorney.

Section 9. Pursuant to Section 2.24 of the Charter of the City of Pine Lake, this emergency ordinance shall automatically stand repealed thirty (30) days following the date upon which it was adopted.

ADOPTED this 8th day of September 2020.

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

Mayor Melanie Hammet

ATTEST:

Valerie Caldwell, City Clerk
(SEAL)

Approved as to Form:

Susan J. Moore, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION AND USE
OF FUNDS FROM THE CORONAVIRUS RELIEF FUND**

THIS AGREEMENT is made and entered into this ___ day of _____, 2020, by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), Irvin Johnson, in his official capacity as the Tax Commissioner of DeKalb County (hereinafter the Tax Commissioner”), and the City of Pine Lake, a municipal corporation of the State of Georgia (hereinafter “the Municipality”).

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County, the DeKalb County Tax Commissioner, in his official capacity, and the Municipality; and

WHEREAS, the County and the Municipality seek to administer and distribute services and Coronavirus Relief Fund (“CRF”) funds in a collaborative manner to comprehensively combat the public health crises and economic impact of the coronavirus pandemic within the County’s geographic area; and

WHEREAS, on April 24, 2020, the County received \$125,341,475 in CRF funds, which funds were based on the population of both incorporated and unincorporated areas of DeKalb County (except the City of Atlanta, because the City of Atlanta received payment through the CRF directly from the United States Treasury); and

WHEREAS, the CARES Act, H.R. 748, 116th Cong. § 5001 (2020) (the “Act”), authorizes local government recipients of CRF funds to transfer a portion of said funds to political subdivisions that lie within its geographical area, including cities, for necessary expenditures incurred due to the public health emergency, so long as said expenditures meet the criteria of the Act; and

WHEREAS, the County and the Municipality have reviewed the Act and agreed upon a method to distribute CRF funds; and

WHEREAS, the County and the Municipality are authorized to enter into this Agreement pursuant to the Act and related guidance published by the Treasury Department; and

WHEREAS, the County and the Municipality are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia.

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

Section 1. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
 - (i) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
 - (ii) This Agreement is a valid, binding, and enforceable obligation of the County;

- (iii) The County is retaining services from the Municipality to administer and distribute CRF funds to ensure a collaborative and comprehensive approach to combating the public health emergency and resulting economic impact; and
 - (iv) The County and the Municipality intend to collaborate in making the necessary expenditures incurred due to the public health emergency and other criteria for use of CRF as described in the Act, without duplicating efforts.
- (B) The Municipality makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement;
 - (ii) This Agreement is a valid, binding, and enforceable obligation of the Municipality;
 - (iii) The Municipality's projects funded by CRF funds shall comply with the requirements of the Act, as interpreted and clarified by the United States Treasury Department's July 8, 2020 Frequently Asked Questions, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>, and with the CRF Guidance for State, Territorial, Local, and Tribal Governments, dated June 30, 2020, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>, and any subsequent guidance issued by the Treasury Department;
 - (iv) The Municipality certifies compliance with the Act, as interpreted and clarified by the Treasury Department, by executing this Agreement; and
 - (v) The Municipality shall administer and distribute CRF funds to complete the Municipality's portion of the County's collaborative and comprehensive approach to combating the public health emergency and resulting economic impact.
- (C) It is the intention of the County and the Municipality to comply in all applicable respects with the Act.
- (D) The County and the Municipality agree to maintain thorough and accurate records concerning their respective receipt and expenditure of CRF funds. The Municipality agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report CRF Funds data with accuracy, providing full accountability for revenues, expenditures, assets and liabilities. This system shall provide reasonable assurance that the Municipality is managing federal and state financial assistance programs in compliance with all applicable laws and regulations. Upon request, the Municipality shall produce to the County its Comprehensive Annual Financial Report, as submitted to the Georgia Department of Community Affairs, for each Fiscal Year in which CRF Funds are obtained or spent.

Section 2. Term

All CRF funds distributed to the Municipality from the County must be incurred, as that term is defined in applicable federal law, by December 20, 2020 or a later date that is authorized by the Act and/or guidance issued by the Treasury Department.

Section 3. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate at 11:59 p.m. on December 31, 2021, unless earlier terminated or extended by the Parties. However, with the exception of Sections 2, 4, 5(A), 5(C), 5(D), 10 and 16 the parties' obligations pursuant to this Agreement shall survive any termination or expiration of this Agreement.

Section 4. County CRF; Separate Accounts; No Commingling

- (A) The Municipality shall create a special revenue fund to be designated as the "Pine Lake Coronavirus Relief Fund". The Municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the CRF funds received by the Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (B) All CRF funds shall be maintained by the Municipality in the separate account or fund established pursuant to this Section. CRF funds shall not be commingled with other funds of the Municipality and shall be used exclusively for the purposes detailed in this Agreement. No funds other than CRF funds and accrued interest shall be placed in such fund or account.

Section 5. Procedure for Disbursement of CRF Funds

- (A) Within ten (10) days of the effective date of this Agreement, the County shall disburse to the Municipality the portion of the CRF funds received by the County that will be distributed to that Municipality in DeKalb County, except the City of Atlanta, in the following agreed amounts:

CARES Act Coronavirus Relief Fund - Allocation by City		
Recipient	Allocation \$	Pct of City Share
Avondale Estates	354,891	1.09%
Brookhaven	6,300,934	19.32%
Chamblee	3,437,420	10.54%
Clarkston	1,433,288	4.39%
Decatur	2,914,440	8.93%
Doraville	1,164,256	3.57%
Dunwoody	5,597,957	17.16%
Lithonia	264,382	0.81%
Pine Lake	85,519	0.26%
Stonecrest	6,227,098	19.09%
Stone Mountain	712,391	2.18%
Tucker	4,127,920	12.65%

- (B) Upon receipt by a Municipality of CRF funds, the Municipality shall immediately deposit said funds in accordance with Section 4 of this Agreement. The monies in each fund shall be held and applied in accordance with the Act, which includes oversight, auditing, and reporting, the Municipality's expenses.

- (C) Within 30 days of receipt of funds under this Agreement, the Municipality shall provide by resolution or ordinance a proposed list of spending items to be funded from funds under this Agreement.
- (D) Any and all funds distributed by the County pursuant to this Agreement shall be incurred no later than December 20, 2020.

Section 6. Audits and Records Retention

- (A) The County and the Municipality receiving CRF funds shall be responsible for the cost of their respective audits. All records and expenditures are subject to, and the Municipality agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, or its duly authorized representatives or designees. The Municipality shall maintain adequate records that enable federal officials and auditors to ensure proper accounting for all costs and performances related to this Agreement.

If the Municipality expends \$750,000.00 or more of federal funds during their fiscal year, it is required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, the Municipality will provide a copy of the audit report to the County.

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, applicable laws, regulations, or the Municipality's obligations hereunder, the Municipality agrees to comply with all applicable State and Federal audit requirements, including proposing and submitting to the State or the federal government a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Municipality's receipt of the findings.

The Municipality understands and agrees that the Municipality must make every effort to address and resolve all outstanding issues, findings or actions identified by state or federal officials and auditors through the corrective action plan or any other corrective plan. The Municipality agrees to complete any corrective action within the time period specified by the State or federal government, at the sole cost of the Municipality. The Municipality shall provide to the County, upon reasonable request, information regarding the Municipality's resolution of any audit, corrective action plan, or other compliance activity for which the Municipality is responsible that relates to the CRF funds.

- (B) The Municipality shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the County under this Agreement. Audit trails maintained by the Municipality will, at a minimum, identify the supporting documentation prepared by the Municipality to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

The Municipality must maintain fiscal records and supporting documentation for all expenditures resulting from this Agreement pursuant to 2 C.F.R. § 200.333 and state and/or

federal law. The Municipality must retain these records and any supporting documentation for a minimum of seven (7) years after final payment is made using CRF funds; submission of the final expenditure report; or any litigation, dispute or audit related to the CRF funds. Records related to real property and equipment acquired with CRF funds must be retained for seven (7) years after final disposition.

Section 7. Repayment of Misused Funds

(A) If any Federal Agency or the State of Georgia issues a final notice of deficiency or other final agency action that determines CRF funds have been used in violation of the Act by the Municipality and requires the repayment by the County of any of such CRF funds by the Municipality ("Final Repayment Action"), the funds due shall be remitted and repaid to the United States or the State of Georgia as follows:

(a) The Municipality shall remit the funds due in the Final Repayment Action within 30 days of the notice by the County to the Municipality of the Final Repayment Action as provided in Section 8 below.

(b) If the Municipality fails to remit the funds due, the County may pay the funds due, in its discretion, and shall be authorized to recoup the funds as follows:

1. The County shall give notice to the Municipality of the Final Repayment Action, as provided in Section 8 below.
2. The Municipality shall have 30 days from the date of the Notice to pay the sums due to the County.
3. If the Municipality fails to remit the sums paid by the County within 30 days, the DeKalb County Tax Commissioner is expressly authorized by the Municipality pursuant to this Agreement to deduct the amount due under the Final Repayment Action of the United States or the State of Georgia from the ad valorem taxes due until the County is made whole for its payment; provided, however, the DeKalb County Tax Commissioner shall not be entitled to withhold any ad valorem taxes levied by the Municipality for the purpose of paying debt service on general obligation bonds or levied to make payments under any intergovernmental agreement securing any bonds issued for the benefit of the Municipality ("Debt Service Ad Valorem Taxes"). Not later than 30 days following notice of deficiency or other agency action issued by any Federal Agency and/or the State of Georgia, the Municipality shall provide to the DeKalb County Tax Commissioner a schedule, certified by the Mayor, the city manager or finance director and the City Attorney of the Municipality, showing the total amount of any ad valorem taxes to be levied to repay general obligation bonds and amounts under such intergovernmental agreements for such Municipality.

(c) If the County does not elect to pay the funds due on behalf of the at-fault Municipality, the County may instead proceed as follows:

1. The County shall give notice to the at-fault Municipality as provided in Section 8 below that the DeKalb County Tax Commissioner shall proceed to

deduct funds from the City's ad valorem taxes collected by the Commissioner and remit the sums to the United States or the State of Georgia, as the case may be, in 45 days from the date of the Notice; provided, however, the DeKalb County Tax Commissioner shall not be entitled to withhold any Debt Service Ad Valorem Taxes.

2. The Municipality acknowledges receipt of CRF proceeds as set forth in the schedule in Section 5 hereof and hereby expressly grants authority to the DeKalb County Tax Commissioner to deduct the amount to be repaid pursuant to Final Agency Action from the ad valorem tax funds to be distributed to the Municipality (excluding Debt Service Ad Valorem Taxes) and paid to the State of Georgia or the United States Agency.
3. The Municipality shall have whatever claims or process is allowed under the Act to challenge the finding by the State or the Federal Agency but shall have no claims or rights under this procedure against the County or the County Officials as defined in Section 13 of this Agreement.

(B) The parties' obligations pursuant to this Section shall survive any termination or expiration of this Agreement.

Section 8. Notices

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

DeKalb County:

Chief Executive Officer
Executive Assistant
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

County Attorney
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

City of Pine Lake:

Valerie Caldwell
City Manager
425 Allgood Rd.
Pine Lake, Georgia 30072

With copy to:

Susan Moore
2367 N. Decatur Rd
Decatur, GA 30030

Section 9. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipality with respect to the distribution and use of the funds from the CRF. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said CRF. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipality.

Section 10. Amendments

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

Section 11. Severability, Non-Waiver, Applicable Law, and Enforceability

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

Section 12. Compliance with Law

During the term of this Agreement, the County and the Municipality shall comply with all State and Federal law applicable to the use of the CRF funds, specifically including the Act.

Section 13. Defense and Hold Harmless

The Municipality shall be responsible from the execution date or from the time of receipt of its share of the CRF funds, whichever shall be the earlier, for all injury or damage of any kind resulting from receipt or use of its share of the CRF funds. To the extent allowed by law, the Municipality shall defend and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Officials," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Agreement by the Municipality or by conditions created thereby or arising out of or any way connected with receipt or use of

its share of the CRF funds under this Agreement, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Notwithstanding any language or provision in this Agreement, the Municipality shall not be required to indemnify or defend any County Official against claims, actions, or expenses based upon or arising out of the County Officials' sole negligence. As between the County Officials and the Municipality as the other party, the Municipality shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Municipality's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the Municipality's receipt and use of its share of the CRF funds under this Agreement, or caused by or resulting from any error, omission, or the negligent or intentional act of the Municipality, its vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. To the extent allowed by law, the Municipality shall defend and hold harmless the County Officials from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Municipality expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Officials, where such claim or action involves, in whole or in part, the Municipality's receipt and use of its share of the CRF funds, whether such claims or actions are rightfully or wrongfully brought or filed. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement. The parties' obligations pursuant to this Section shall survive any termination or expiration of this Agreement. In the event the Municipality undertakes any duty to defend the County under this Agreement, or if a Court or Arbitrator orders the Municipality to undertake defense of any such claim, such Municipality shall have the sole right and option to select and retain counsel to defend such claim or allegation and any counsel selected or chosen by the County, shall have no right or ability to look to such Municipality for payment of fees or expenses related to any litigation, claim, or other obligation.

The duties and obligations of the Municipality under this Section shall only apply to the extent such duties and obligations are allowed by law. Nothing contained in this Agreement shall be construed to be a waiver of a Municipality's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of a Municipality's City Council shall authorize its Mayor to execute this Agreement on behalf of such Municipality.

Section 14. Dispute Resolution

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

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

third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.

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

Section 15. No Consent to Breach

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

Section 16. Counterparts

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

[CONTINUED ON NEXT PAGE]

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

DEKALB COUNTY, GEORGIA

_____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

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

**THE TAX COMMISSIONER, IN HIS OFFICIAL
CAPACITY**

IRVIN J. JOHNSON
Tax Commissioner

APPROVED AS TO SUBSTANCE:

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

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

CITY OF PINE LAKE, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

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

City Manager

City Attorney

AN ORDINANCE BY THE CITY OF PINE LAKE TO AMEND CHAPTER 66 OF THE CITY CODE OF ORDINANCES; TO ESTABLISH REQUIREMENTS, REGULATIONS AND PROCEDURES FOR THE ERECTION OF SIGNS; TO PROVIDE RESTRICTIONS BASED ON LOCATION; TO ESTABLISH PENALTIES FOR VIOLATION; TO PROHIBIT CERTAIN SIGNS; TO REPEAL CONFLICTING ORDINANCES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council desires to promote and protect the public health, safety and welfare;

WHEREAS, the City Council wants to enhance the economy and businesses within the City by promoting the reasonable, orderly, safe and effective display of signs;

WHEREAS, the City Council seeks to balance the First Amendment and property rights of property owners to erect signs with the scenic beauty, natural resources, livability and economic potential of the City;

WHEREAS, in updating the City's sign ordinance it is important to address modern types and lighting of signs to ensure such signs do not obstruct vision, distract drivers or otherwise impair the safe movement of vehicles and pedestrians; and

WHEREAS, with a significant transportation project underway on the City's major commercial thoroughfare now is an appropriate time to address this issue;

NOW THEREFORE, BE IT ORDAINED by the City of Pine Lake, as follows:

SECTION 1.

"Chapter 66 - SIGNS

Sec. 66-1. Purpose.

The Mayor and Council find that signs provide an important medium through which individuals may convey a variety of messages. However, left unregulated, signs can become a threat to public safety as a traffic hazard, be a detriment to property values and harm the City's overall public welfare as an aesthetic nuisance. By enacting this ordinance, the Mayor and Council intend to:

- (1) Balance the rights of individuals to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs;
- (2) Protect the public health, safety and welfare;

- (3) Reduce traffic and pedestrian hazards;
- (4) Promote economic development;
- (5) Protect property values by minimizing the possible adverse effects and visual blight caused by signs;
- (6) Promote the use of signs which are compatible with their surroundings and consistent with the City's commitment to protecting the natural environment; and
- (7) Ensure the fair and consistent enforcement of sign regulations.

Sec. 66-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any sign that contains or exhibits broken panels, visible rust, visible rot, damaged support structures, or missing letters or which is otherwise dilapidated, unsightly, unkempt, and for which no person accepts maintenance responsibility.

Aggregate sign area means the area of all signs on a parcel, excluding the area of one face of all double-faced signs.

Animated sign means a sign which requires electrical energy and which electronically uses action, motion, changing color or lighting, or changing words or messages.

Area of sign/sign area means the smallest square, rectangle, triangle, circle, or combination thereof, which encompasses one face of the entire sign, inclusive of any border or trim but excluding the base, apron, supports, and other structural members.

Awning sign means a sign that is part of or attached to a roof-like cover extending over or before a place as a protective cover over a door, entrance, window, or outdoor service area.

Banner means a sign which is made of a piece or strip of cloth, paper, canvas, plastic or similar material that is intended to be hung with a frame or without a frame. Neither flags nor awning signs are considered banners.

Beacon means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also any light with one or more beams that rotate or move.

Billboard means any stanchion or wall sign with an area of more than 200 square feet.

Changeable copy sign means any sign that can be manually changed to display different messages or images.

Fall zone means an area equal to 133 percent of the height of the structure in every direction.

Flag means any fabric or bunting containing colors, patterns, or symbols used to signify a government or any entity or organization.

Freestanding sign means a sign securely affixed to a support structure which is permanently attached to the ground and wholly independent of any building for support, such as a monument or stanchion sign.

Group development area means an area or parcel of property of sufficient size to allow for the construction or location of more than one business type building or a cluster of businesses to be constructed or located thereon, whether under one roof or several.

Height, for purposes of measuring sign height, means the distance measured from the grade level of the adjacent, fronting street of the sign. The level of the ground shall not be altered in such a way as to provide additional sign height.

Illuminated sign means a sign designed to give forth artificial light directly or through translucent material from a source of light within such sign or a sign illuminated by an external light directed primarily toward such sign (and so shielded that no direct rays from the light are visible elsewhere than on the lot where said illumination occurs. *Part of current definition*). The internal or external light source of an illuminated sign cannot be a device that changes color, flashes, or alternates.

Maintenance means the upkeep of a sign for the purpose of maintaining safety and appearance which may include painting, bulb replacement, panel replacement, letter replacement, repair of electrical components, and structural reinforcements to its original condition.

Mobile sign means a sign which is attached to or marked on any vehicle, whether motorized or drawn, which is placed, parked or maintained at one particular location for the express purpose and intent of conveying a message.

Monument sign means a freestanding sign mounted directly upon the ground. Such sign may not be attached to or be a part of or supported by the building in or to which the sign applies.

Moving sign means a sign which revolves, rotates, swings, undulates, or otherwise attracts attention through the structural movement of parts.

Notice means placing in writing, properly addressed and sending to the other party electronically or by first class mail. For the purpose of measuring times for notice, notice shall be deemed to have been given upon the date of mailing.

Roof sign means a sign erected upon and above a roof structure and wholly supported by the roof structure or a structure placed upon the roof. Roof signs shall also constitute any signage placed upon sloped building fascia intended to appear as or be roof elements of the building.

Stanchion sign means a freestanding sign mounted on one or more steel poles set in the ground and of sufficient strength and size to support the advertisement portion of such structure which rests upon or is supported by such poles. Such freestanding sign must be in conformance with other height and size restrictions imposed elsewhere in this chapter.

Temporary sign means a sign made of cardboard, plastic, vinyl, corrugated plastic sheets, fluted polypropylene, polybag, foamboard or similar material and affixed to a wood, plastic or wire stand or frame or affixed to a tree or permanent fixture on the property. Such signs shall be evaluated without regard to content but common uses of such signs include sale or lease of real property, advertising for garage sales or other date specific events, and political expression.

Wall or fascia sign means a sign fastened, placed or painted upon or parallel to the exterior wall of the structure itself, whether front, rear or side of the structure and which shall not exceed dimension and lighting restrictions imposed elsewhere in this chapter.

Wall or fascia sign footage means the total square footage of the wall area on which a wall or fascia sign is to be placed measured by multiplying the linear length of the wall and the height of the wall from the ground to the roofline. Parapets or other structures that rise above the roofline shall not be considered part of the wall face.

Window sign means a sign installed flush with or on a window and intended to be viewed from outside.

Sec. 66-3. – Permits.

Except where specifically not required by the standards of this chapter, it shall be unlawful for any person to post, display, materially change, move, convert to a different type, or erect a sign, or cause the same to be done, in the city without first having obtained a sign permit. No permit shall be issued until the appropriate application has been filed with the city clerk and reviewed by the City for compliance, and all fees, as set from time to time by resolution of the city council, have been paid.

Sec. 66-4. – Application for Sign Permit.

Applications for sign permits required by this chapter shall be filed along with two additional copies by the person owning the subject lot, or the owner's agent with sufficient evidence of express permission or grant of power by the owner of the subject lot. The application must describe and set forth the following:

- (1) The street address of the property upon which the sign is to be located and a plat map of the property, drawn to scale, showing all existing structures, including existing signage, fall zone and the proposed location and distance from the property boundaries of the sign for which a permit is being sought.
- (2) The aggregate area for all signs on the parcel.
- (3) The names and addresses of all owners of the real property upon which the sign is to be located along with consent of the owners granting permission for the placement, maintenance, type of sign, size and height of the sign being requested.
- (4) The square foot area per sign and the aggregate square foot area if there is more than one sign face.
- (5) For wall signs, two sets of building elevations.
- (6) The name, address, and telephone number of the sign contractor. All applicants for signs which incorporate electricity must obtain an electrical permit.
- (7) The type of sign as defined by this chapter, the area of the sign, the height of the sign, the shape of the sign, the fall zone of the sign and an explanation of how the sign is to be mounted or erected.
- (8) The distance of the sign from the closest adjacent signs in any direction.
- (9) The size of the parcel on which the sign is to be placed.
- (10) The zoning district in which the subject property is located, and a statement of compliance with all requirements of the zoning district.
- (11) If the sign will be illuminated, the average illuminance, maximum illuminance, horizontal illuminance, and vertical illuminance of the requested sign. If the illuminated sign will be visible along any road or street of the city, an affidavit from a traffic engineer attesting that the illumination of the sign will not pose a threat to the traveling public by obscuring vision or distracting members of the traveling public.

Sec. 66-5. Time for Consideration.

The City shall process all sign permit applications within 30 business days of the City's actual receipt of a completed application and accompanying sign permit fee. The clerk shall give notice to the applicant of the decision of the City by electronic mail or by mailing a notice, by first class mail, to the address on the permit application on or before the 30th business day after the City's receipt of the completed application and fee. If the City fails to act within the 30 business day period, the permit shall be deemed granted.

Sec. 66-6. Denial and Revocation.

- (a) The City shall deny permits to applicants that submit applications for signs that are not allowed under this ordinance, that do not comply with the provisions of this ordinance, that are incomplete applications, or that are applications containing any false material statements. Violation of any provision of this ordinance will be grounds for terminating a permit granted by the city for the erection of a sign. Should it be determined that a sign permit was issued pursuant to an incomplete application or an application containing a false material statement, or that a permit has been erroneously issued in violation of this ordinance, the clerk shall revoke the permit.
- (b) Should the City deny a permit application, the reasons for the denial are to be stated in writing and mailed electronically or by first class mail to the address on the permit application on or before the 30th business day after the City's receipt of the application. Any application denied and later resubmitted shall be deemed to have been submitted on the date of re-submission, instead of the date of the original submission.
- (c) Any applicant or licensee whose application or permit has been denied or revoked may, within ten (10) business days of such denial or revocation, request in writing review by a hearing officer. The applicant will be given ten (10) days written notice of the time, place and purpose of the hearing, with a statement of the reason for the denial of the permit application or revocation of a permit. The hearing officer shall render a written decision and provide notice of same to both the City and the applicant or licensee within ten (10) business days of the hearing.
- (d) A person whose permit application has been denied or whose permit has been revoked may appeal the decision of the hearing officer to the City Council upon filing a written notice of appeal with the City Clerk within ten (10) business days of the hearing officer's decision. Such appeal shall be considered by the Council at the next City Council meeting held after the City's receipt of the written notice of appeal, provided that notice of appeal is received a minimum of five (5) full business days before the meeting. If the appeal is not heard at such meeting, it shall be heard at the next regular meeting of the City Council thereafter. The City Council shall make a final decision no later than thirty (30) days from the date of the hearing.
- (e) At any time, the time limits set forth in this section of the ordinance may be extended by mutual agreement of the parties in a writing evidencing such agreement.
- (f) In the event a person whose permit has been denied or revoked is dissatisfied with the decision of the City Council, such person may petition for writ of certiorari to superior court as provided by law.

Sec. 66-7. Permit Expiration.

A sign permit shall become null and void if the sign for which the permit was issued has not been completed and installed in accordance with the permit application within six (6) months after the date of issuance. No refunds will be made for permit fees paid for permits that expired due to failure to erect a permitted sign. If later a person desires to erect a sign at the same location, a new application must be submitted and processed and another fee paid in accordance with the fee schedule applicable at such time.

Sec. 66-8. Prohibited Signs.

The following types of signs are prohibited throughout the city:

- (a) Roof signs;
- (b) Animated signs;
- (c) Moving signs;
- (d) Mobile signs;
- (e) Abandoned signs;
- (f) Billboards;
- (g) Signs on public rights of way other than publicly owned or maintained signs;
- (h) Window signs which exceed 30% of the building face window area;
- (i) Signs which contain words, pictures, or statements which are prohibited by state or federal law or which are obscene as defined by O.C.G.A. § 16-12-80;
- (j) Signs which simulate an official traffic control or warning sign or hide from view any traffic or street sign, signal, or public service sign;
- (k) Signs which emit or utilize in any manner any sound capable of being detected on any traveled street, road or highway by a person with normal hearing;
- (l) Signs which interfere with road or highway visibility or obstruct or distract or otherwise interfere with the safe and orderly movement of traffic, including pedestrians, bicycles, motor vehicles, and other modes of transportation;
- (m) Signs erected by nailing, fastening or affixing the sign in any manner to any tree, post, utility pole, or other structure except as set forth herein; and
- (n) Signs located on any land, building, fence, wall or other property belonging to another person without the consent of the owner.

Sec. 66-9. – Commercial Zoning Districts

(a) Wall, fascia or awning signs.

- (1) Wall, fascia or awning signs shall be securely fastened to the building surface. Such signs may not project above the parapet wall.
- (2) Wall or fascia signs shall not project beyond the building face. Awning signs shall not project beyond the building face by more than ten feet.
- (3) Wall, awning or fascia signs on buildings with a wall face of 2,000 square feet or less shall not exceed 90 square feet.
- (4) Wall, awning or fascia signs on buildings with a wall face over 2,000 square feet shall not exceed five percent of the wall face or 150 square feet, whichever is less.
- (5) The maximum sign letter height on buildings with a wall face of 2,000 square feet or less is 2.5 feet.
- (6) The maximum sign letter height on buildings with a wall face over 2,000 square feet may be increased by three inches per additional 100 square feet of wall face, or any part thereof, but shall not exceed four feet in any instance.
- (7) On wall, awning or fascia signs larger than 90 square feet that in whole or in part are placed above an entrance to a building, there must be a minimum of 24 inches of clear vertical space between the top of the building entrance and the bottom of the wall sign, and there must be a minimum of 24 inches of clear vertical space between the top of the wall sign and the top of the building.
- (8) Projecting signs shall be mounted a minimum of eight feet from grade level above pedestrian areas and 12 feet above vehicular areas.
- (9) Direct painting of murals, or any hand painting, etchings or drawings, painted directly upon the fascia surface of a building shall conform to all standards and requirements of this chapter.
- (10) Wall, awning and fascia signs are permitted only in both subareas of the Commercial Zoning District.

(b) Freestanding signs.

- (1) Freestanding signs may either be monument type (ground level signs not exceeding six feet in height) or stanchion signs (mounted on steel structural supports). In the case of monument signs, the primary structural material shall compliment the primary

building material so as to achieve similarities and consistency of site building materials.

- (2) No freestanding sign may be located within thirty (30) feet of the intersection of street right-of-way lines extended or at a location that would cause an obstruction to vision to vehicular or pedestrian traffic.
- (3) No stanchion sign shall be located within _____ of another stanchion sign, within _____ of a parcel zoned R-1, or within _____ feet in any direction of a public park, public forest, public recreation area, or cemetery; provided, however, such sign may be located within such prohibited areas if it is not visible from such prohibited area.
- (4) Freestanding signs shall be mounted perpendicular to the fronting street, except that one sign, upon submission and approval of installation, may be used in place of two separate signs on corner lots. Stanchion signs and monument signs shall be ten feet behind the property line. Monument signs shall be centered within the landscape buffer area perpendicular to the fronting street and shall be fully contained within the property lines.
- (5) Stanchion signs are permitted only in the Commercial Zoning District VC Village Commercial Subarea.
- (6) Monument signs are permitted only in both subareas of the Commercial Zoning District except that platted residential subdivisions consisting of more than two parcels may erect one monument sign at each entrance to the subdivision. Such subdivision signs shall not exceed a height of five (5) feet above the grade level of the center line of the adjacent street and shall not have a sign area greater than twenty-five (25) square feet.
- (7) Stanchion signs erected in the Commercial Zoning District shall not exceed eighteen (18) feet in height at the highest point on the sign and eight (8) feet in width. There must be a minimum of twenty-four (24) inches of clear vertical space between the bottom of any stanchion sign and the grade.
- (8) Stanchion sign size requirements shall be as follows:
 - (A) Stanchion signs for parcels containing five or more businesses shall not exceed 150 square feet.
 - (B) Stanchion signs for parcels containing three or four business shall not exceed 120 square feet of sign area.
 - (C) Stanchion signs for parcels containing one or two businesses shall not exceed 90 square feet in size.

- (9) Except as otherwise provided, monument signs shall not exceed six (6) feet in height and ten (10) feet in width.
 - (10) Freestanding signs shall be limited to one such sign per parcel per street frontage except that in a Group Development Area, only one stanchion sign and one monument sign shall be allowed for the entire Group Development Area.
- (c) No temporary signs are allowed in the Commercial Zoning District except as window signs which cover no more than 30% of the window area on the building face.

Sec. 66-10. Residential Zoning District and Open Space District.

- (a) Only publicly owned or maintained signs shall be allowed in the Open Space District.
- (b) In the R-1 Single-family District, the only signs allowed on a lot with a width less than twenty-one (21) feet are temporary signs having an aggregate sign area no greater than fifteen (15) square feet. In the R-1 District, the only signs allowed on lots at twenty-one (21) feet or more in width are temporary signs having an aggregate sign area no greater than twenty-five (25) feet. No individual temporary sign in the R-1 Single-family District shall exceed six (6) square feet in sign area. No sign having a height greater than five (5) feet above the grade level of the center line of the adjacent street shall be located in the R-1 Single-family District. Temporary signs erected in accordance with this provision are exempt from permit requirements.

Sec. 66-11. Lighting.

- (a) No sign shall give off light which glares, blinds or has any other such adverse effect on traffic. The light from all illuminated signs shall be established in such a way that adjacent properties and roadways are not adversely affected and that no direct light is cast upon adjacent properties and roadways.
- (b) No illuminated sign shall be constructed or maintained within 75 feet of the property line of any single-family dwelling zoned R-1.
- (c) No series, lines or rows of electric lights shall be allowed, nor shall the city permit any bare bulb illumination, flashing or moving light which are not covered with translucent material. Neon signs and lighting shall be permitted, subject to the provisions of subsections (d), (e) and (f) of this section.
- (d) Neon or other types of illuminated signs may be used in the interior window of a store front. Such signs shall be used only for the purpose of advising the public a place of business is "OPEN" and shall not exceed an overall area of two square feet.

(e) Neon signs may be used provided that such signs are not in direct line of sight of any single-family dwelling zoned R1 within 300 feet.

(f) A single strand of neon accent/architectural lighting around rooflines may be used, provided that said lighting cannot be seen from any single-family dwelling within 300 feet. Such lighting shall not be flashing, blinking, fluctuating or animated.

Sec. 66-12. Construction and maintenance; Enforcement and penalties.

(a) No sign shall be erected or maintained unless it is structurally safe, clean and in good repair including letters, logos, lights and features of the sign. All signs shall be maintained in good condition as to present a neat and orderly appearance.

(b) Except as otherwise provided in this chapter, all signs for which a permit is required shall be constructed and maintained in conformance with the City building and electrical codes. Such signs, together with their supports, braces, guys and anchors shall be kept in good repair and in clean appearance and safe condition.

(c) Every sign may be inspected by the building inspector from time to time, as the director of administration may require, so as to determine the continuing compliance with this Code.

(d) Should any sign show gross neglect, become dilapidated, or become insecure, in danger of falling or otherwise unsafe in the opinion of the director of administration or his or her representative, the property owner and sign licensee, shall secure the same in a manner to be approved by the director of administration or his or her representative, in conformity with the provisions of this Code, or remove such sign. If such notice is not complied with within ten (10) days or, for cases of immediate danger, twenty-four (24) hours, a formal citation may be issued for the violation and the sign permit may be revoked. Notwithstanding definitions elsewhere in this ordinance, for cases of immediate danger, notice may be given electronically or by telephone.

(e) Any illuminated sign must be maintained and all burned bulbs must be replaced within five (5) days. Illuminated signs must be fully illuminated.

(f) The City may issue a citation for any sign erected, altered, converted, or used in violation of this ordinance. The City may revoke the permit for any sign erected, altered, converted, or used in violation of this ordinance.

(g) Any person violating any provision of this ordinance shall be liable for a fine of _____ for each violation and may be ordered to rectify the violating condition. Each day a sign is in violation of this ordinance shall constitute a separate violation.

Sec. 66-13. - Nonconforming signs.

(a) Signs which on the effective date of the ordinance from which this chapter is derived were approved and erected under previous sign restrictions or which became nonconforming with respect to the requirements of this chapter, may continue in existence so long as there is no change in the use of the property, the size of any such sign is not increased beyond that existing as of the effective date of the ordinance from which this section is derived or any subsequent applicable change in the ordinance from which this section is derived, and the sign has sustained no damage requiring repairs costing in excess of 50 percent of the sign's value. No such nonconforming sign shall be moved in whole or in part to any portion of the lot or parcel other than that occupied by the sign at the time it became nonconforming. If use of the premises served by the sign ceases for any reason for a period of more than 90 days, then any such sign shall lose its nonconforming status, and any subsequent sign erected for the premises shall conform with the regulations of this chapter.

(b) Any sign erected in violation of this chapter may be removed by duly authorized employees or agents of the City, from any public property or right-of-way, and a responsible party may be cited for such violation.

(c) A conforming sign or advertising device shall not be erected for the same establishment on the same lot with an existing nonconforming sign until the nonconforming sign has been removed.

Sec. 66-14. - Erection on rights-of-way.

No sign of any kind shall be permitted to extend into or above or to be anchored or placed in any portion of the right-of-way of a state or county highway, city street or public sidewalk (except official city, state and county signs), and in no case, closer than five feet to a curbline.

Sec. 66-15.- Variances.

Variances shall be limited to the minimum relief necessary to overcome the hardship. No variance shall be granted to allow a greater number of signs than would be allowed if the hardship did not exist. A variance from compliance with the sign regulations of this ordinance shall be limited to the following hardship situations:

(a) Standards.

- (1) Where visibility of a conforming sign from the public street and within 50 feet of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, existing buildings or structures on a different lot; and
- (2) Placement of the sign elsewhere on the lot would not remedy the visual obstruction;
- (3) The visibility obstruction was not created by the owner of the subject property; and

- (4) The variance proposed would not create a safety hazard to traffic.
- (b) Variance applications shall be submitted to the City Clerk and shall be heard by the City Council under the same time frames and rules governing appeals under this ordinance.

Sec. 66-16. - Exemptions from permit requirements.

- (a) The following signs are exempted from the permit requirements of this chapter and do not count in the aggregate sign area limits:
 - (1) Official notices or advertisements mandated by law posted or displayed by or under the direction of any public official, court officer or official emergency service provider in the performance of official or directed duties or by trustees under deeds of trust, deeds of assignment, or other similar instruments.
 - (2) Publicly owned or maintained signs.
 - (3) Numerals displayed for the purpose of identifying property location and not exceeding four (4) inches in height in the R-1 District and ten (10) inches in height in all other districts.
 - (4) Seasonal displays located outside the public right of way that are erected for a maximum period of thirty (30) days no more than twice a year.
 - (5) Name plates not exceeding twenty-four (24) inches by six (6) inches and containing only the name of the business or professional office.
- (b) Every parcel may display no more than two (2) flags that shall not count toward the aggregate maximum aggregate sign area limits.

Sec. 66-17 – Severability.

In the event any section, subsection, sentence, or word of this ordinance is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this chapter, which shall remain in full force and effect as if such portion so declared or adjudged unconstitutional were not originally part of this ordinance. The City Council declares that it would have enacted the remaining parts of this chapter if it had known that such portion thereof would be declared or adjudged invalid or unconstitutional.

Section 2. All ordinances and portions of ordinances in conflict with the terms of this ordinance are hereby superseded and repealed as to the subject matter of this ordinance.

Section 3. This ordinance shall become effective upon its approval by the City Council, signature by the Mayor, and approval as to form by the City Attorney.

ADOPTED this _____ day of 2020.

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

Mayor Melanie Hammet

ATTEST:

Valerie Caldwell, City Clerk
(SEAL)
Approved as to Form:

Susan J. Moore, City Attorney

FRAMEWORKS BUILDERS,LLC

106 DREXEL AVE

STUDIO B

DECATUR, GA. 30030

Project; Pine Lake City Hall

Date: August 21, 2020

ESTIMATE ONLY

Scope of work as outlined on Scope of work for City Hall & Court Services dated March 4, 2020.

Protect existing conditions.....	\$200.00
Demolition	\$800.00
Construction Dumpster.....	\$400.00
Wood framing.....	\$800.00
Doors to match existing, solid core.....	\$420.00
Drywall new and repairs to existing.....	\$580.00
Wood trim to match existing.....	\$200.00
Glass 2 pcs 36x36 Level 1 bulletproof.....	\$1996.00
Flooring repairs as needed.....	\$150.00
Hardware for doors.....	\$150.00
Paint affected spaces.....	\$700.00
Project clean up.....	\$200.00
Project management.....	\$325.00
Fees (overhead and profit)...	\$1384.20
Off hours production adjustment (weekend).....	\$900.00

TOTAL.....\$9205.20

NOTES:

Level 1 bulletproof glass is rated for 3 shots of 9mm ammunition.

Lead time for glass is 4-5 weeks. This is the minimum rated glass.

Electrical work if any is required is not included at this time.

Permits to be obtained by owners of building.

Glass options in lieu of bulletproof glass. Lead time is 1-2 weeks for ½ inch tempered glass. If substituted total price drops to \$6750.00.

Due to ongoing pandemic issues material costs keep rising. This pricing is reflective of current costs as of the date of this estimate.

Thank you for the opportunity to bid this project.

Any questions please call.

Bob Futterman

Partner, Frameworks Builders

404-427-3366

futterman@comcast.net

RESOLUTION # R-06-2020

A resolution of the Mayor and City Council of Pine Lake, Georgia to amend the General Fund Budget; and

WHEREAS, the 2020 local budget for the City of Pine Lake, Georgia was adopted on December 9 2019; and

WHEREAS, it is necessary to amend such budget now;

THEREFORE, be it resolved by the Mayor and Council of the City of Pine Lake, Georgia, that the following amendments to the general fund budget.

		Increase
38.2000	Funds Carried Forward	10,000.00
14.52.4000	Contract Labor	10,000.00

SO RESOLVED, this 8th day of September, 2020.

Attest:

Melanie Hammet, Mayor

Valerie Caldwell, City Clerk