

**CITY OF PINE LAKE, GEORGIA
WORK SESSION AGENDA
SEPTEMBER 10TH, 2024 @ 6:00PM
COUNCIL CHAMBERS, 459 PINE DRIVE, PINE LAKE, GA 30072**

NOTE: All attendees are reminded to silence cellular phones and other devices that may cause interruption of the session proceedings.

CALL TO ORDER – WORK SESSION MEETING

ANNOUNCEMENTS/COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

OLD BUSINESS

NEW BUSINESS

1. Mayor and Council Roles and Responsibilities – City Attorney Moore
2. Pedestrian Bridges Improvement Update
3. Declaration of Surplus – Public Safety and Public Works Assets
4. Agreement between the City of Pine Lake and DeKalb County, Georgia – GIS Data Sharing
5. Resolution R-19-2024 - FY2024 Budget Amendment
6. Executive Session to Discuss Personnel

PUBLIC COMMENTS – 3 minutes each please

REPORTS AND OTHER BUSINESS

Staff and Committee Reports

- a. Admin, Courts, and Finance – ChaQuias M. Thornton
- b. Public Safety – Chief of Police Y’hudah-Green
- c. Public Works – Special Projects Manager Kendrick

Reports/Comments

- d. Mayor
- e. City Council

Information for “The Pine Lake News” eblast.

ADJOURNMENT

MAYOR

Brandy Hall

COUNCIL MEMBERS

Jean Bordeaux, Mayor pro tem

Jeff Goldberg

Tom Ramsey

Thomas Torrent

Augusta Woods

CITY OF PINE LAKE

425 ALLGOOD ROAD

P.O. BOX 1325

PINE LAKE, GA 30072

404-999-4901

www.pinelakega.net



Memo

DATE: September 7, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: Declaration of Surplus

Pursuant to Chapter 26 – FINANCE AND TAXATION, Section 26-31 – Sale of city property of the City of Pine Lake Code of Ordinances:

1. No property belonging to the city shall be sold except after approval of the mayor and city council; and
2. When any property owned by the city has become surplus, unserviceable or useless, the head of the department in charge of the property shall certify to mayor and city council that such property is no longer useful and should be disposed of. Any property to be sold shall be sold at public sale either by sealed bid or public outcry to the highest bidder for cash or certified funds. Nothing herein shall prevent the city from donating or exchanging such surplus property with other governmental units of quasi-governmental units.

In accordance with such provisions, the items on the attached list are presented for declaration of surplus by the Mayor and Council, to be disposed of in the manner recommended.

Thank you,

CMThornton

CITY OF PINE LAKE					
PUBLIC WORKS EQUIPMENT CAPITAL SURPLUS					
MANUFACTURER	MODEL	CONDITION	CURRENT VALUE	SALVAGE VALUE	DISPOSAL METHOD
WALLENSTEIN	GX 700 BACKHOE ATTACHMENT	NEEDS SERVICE	\$7,600.00	\$500.00	SALE
BIG T VAC	LEAF VACUUM	SCRAP	\$200.00	\$200.00	SCRAP
VERMEER	BRUSH GRINDER	NEED SERVICE	\$5,000.00	\$2,100.00	SALE
JOHN DEERE SIDE TRIMMER	FRONTIER SB 3106	SURPLUS/SCRAP	\$500.00	\$700.00	SALE
JOHN DEERE LOADER	855/70A	NEED SERVICE	\$2,000.00	\$1,200.00	SALE
JOHN DEERE ZERO TURN	757	POOR	\$500.00	\$500.00	SALE
JOHN DEERE SNOW PLOW	FRONTIER AL 1672E	NEW	\$2,700.00	\$2,500.00	SALE
JOHN DEERE BUSH HOG	403	SCRAP	\$500.00	\$500.00	SALE
STIHL	BACKPACK BLOWERS	POOR	\$1,500.00	\$1,500.00	SALE
STIHL	WEEDEATERS	POOR	\$400.00	\$400.00	SALE
WELDER'S KIT		POOR	\$250.00	\$250.00	SALE
TABLE SAW		POOR	\$250.00	\$250.00	SALE
YARD MACHINE	PUSH MOWER	POOR	\$100.00	\$100.00	SALE
TOTALS			\$21,500.00	\$10,700.00	



CITY OF PINE LAKE

459 Pine Dr., P. O. Box 1325
Pine Lake, GA 30072
Phone 404.292.4250 / Fax 292.7531
pinelakega.net



MEMO

TO: Mayor and Council
FROM: S. Yhudah-Green
DATE: September 8, 2024
RE: Surplus

The vehicles highlighted in this memo have been decommissioned and are no longer in use.

A service review of said vehicles identifies significant repairs and will result in costly maintenance expenses to both vehicles. It is my recommendation that these vehicles be deemed surplus.

Thank you

Note: Review Public Safety Equipment Capital Program.

SYGreen

**CITY OF PINE LAKE
PUBLIC SAFETY EQUIPMENT CAPITAL PROGRAM**

MAKE	MODEL	YEAR	VIN	CONDITION	MAINT. COSTS	MAINTENANCE EXPENSE CURRENT FY	MILEAGE/HOURS	PURCHASED PRICE	REPLACEMENT PRICE
643 Dodge	Charger	2021	2C3CDXAT2MH682016	Good	\$ 2,000.00	\$ 182.00	22,203	\$25,786.00	N/A
642 Dodge	Charger	2017	2C3CDXAG0HH511368	DECOM	HIGH	\$ 298.00		\$22,786.75	N/A
641 Dodge	Charger	2018	2C3CDXAG6JH262354	DECOM	HIGH	\$ 298.00	62,583	\$26,873.00	N/A
645 Dodge	Charger	2014	2C3CDXAT4EH367915	Fair	\$ 2,000.00	\$ 575.60	117,186	DONATION	N/A
644 Dodge	Explorer	2014	1FM5K8ARXEGB27585	Fair	\$4,000.00	\$ 6,416.56	147,676	DONATION	N/A
Ford	Explorer	2023	1FM5K8AB1PGA62485	New	LOW	Warranty	8,057.60	\$ 56,600.00	N/A
TOTALS						\$ 7,770.16			

**DECOM = Decommissioned (Vehicle Submitted for Surplus)

Please take note of the following information:

Vehicles: 642 Dodge Charger 2017 2C3CDXAG0HH511368
641 Dodge Charger 2018 2C3CDXAG6JH262354

Background: Both vehicles have experienced declining performance and were taken to The Gwinnett Chrysler Dodge Jeep Ram Dealership in Gwinnett County, GA for assessment. The dealership determined that both vehicles require significant repairs, which are not cost-effective. Repairing these aging vehicles would result in increased annual repair costs, exceeding the cost of a new vehicle purchase. Furthermore, in 2023, Dodge officially discontinued the production of the Dodge Charger, making parts, support, and repairs more costly and less available.

Recommendation: I recommend exploring a buyback through GMA or placing both vehicles on govdeals in order to purchase another marked patrol vehicle. It's important to note that these vehicles continue to accumulate costs while they are parked in our lot and covered by our fleet insurance. Therefore, I strongly suggest disposing of the vehicles immediately.

Note: The aforementioned vehicles were purchased from Akins Dodge Jeep Chrysler in Winder, GA, and were acquired through the GMA lease program. The vehicles were received "road ready," with detailing, graphics, etc., included in the purchase

**GIS DATA SHARING AGREEMENT
BETWEEN
THE CITY OF PINE LAKE
AND
DEKALB COUNTY, GEORGIA**

This data sharing agreement (the "Agreement"), is entered into by and between the City of **PINE LAKE** (hereinafter referred to as "**PINE LAKE**") and the DeKalb County GIS Department (hereinafter referred to as "DeKalb").

Grant of License

DeKalb hereby grants **PINE LAKE**, subject to the provisions of this Agreement, a nonexclusive license to use its GIS Data solely for internal use by **PINE LAKE**. This is a limited use license which may not be transferred, sold, assigned, leased, or sub-licensed.

City of PINE LAKE Responsibilities

PINE LAKE shall take reasonable precautions to protect the security and integrity of the GIS Data and to prevent unauthorized access, use, or duplication of the GIS Data or any part thereof by third parties. Reasonable precautions include those **PINE LAKE** takes to protect its proprietary software, hardware, or information.

Restrictions on Use

The GIS records and data being provided by DeKalb are protected by the copyright laws of the United States and are being furnished with all rights reserved. **PINE LAKE** shall not disclose, publish, sell, assign, lease, sublicense, market, distribute, loan, offer, or transfer the GIS Data, or any portion thereof, to unauthorized third parties without the expressed written permission of DeKalb. Any unauthorized distribution of GIS Data, or any GIS Data derived products other than hard copy map products, is prohibited. **PINE LAKE** shall not engage in any processing of the GIS Data for other persons or entities. **PINE LAKE** shall not use the GIS Data in any manner or for any purpose not expressly authorized by this Agreement. The term 'unauthorized third parties' shall not be construed to mean any contractor, consultant or any similar person or entity hired by **PINE LAKE**, or working by agreement with **PINE LAKE**, for a limited purpose.

PINE LAKE shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute DeKalb County GIS Data for any purpose other than indicated in the applicable contract or agreement. All copies of DeKalb County GIS Data used by a third party contractor must be returned to **PINE LAKE** upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor **PINE LAKE** may choose to employ. **PINE LAKE** shall provide any third party contractor with a copy of this signed Agreement.

Acknowledgments and Data Quality

PINE LAKE acknowledges that GIS Data is complex and that it may contain some nonconformities, defects, or errors. GIS Data is dynamic and the data elements are subject to constant change to represent best available information. Therefore, the accuracy and completeness of the GIS Data cannot be guaranteed. Work derived from outdated GIS databases could be incomplete and contain errors. GIS Data is complete only in the sense that it compiles best available information, and is not the result of comprehensive site specific field surveys. DeKalb makes no warranties or guarantees; either expressed or

implied, as to the completeness, accuracy, or correctness of the GIS Data. **PINE LAKE** accepts the GIS Data "as is."

For these reasons, the use of current and updated data is recommended. **PINE LAKE** agrees to provide DeKalb, when possible and appropriate, any corrections, updates, and/or modifications to the GIS Data. DeKalb will use the updates provided by **PINE LAKE** as it deems appropriate. **PINE LAKE** is responsible for requesting updated GIS Data and DeKalb agrees to periodically provide the updated GIS Data.

PINE LAKE is responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with the GIS Data. **PINE LAKE** agrees that it will not use the GIS Data provided by DeKalb for final design purposes under any circumstances.

PINE LAKE agrees to recognize and honor in perpetuity the copyrights and other proprietary claims for survey control information, databases, collateral information and products established or produced by DeKalb or the vendors furnishing said items to the County.

PINE LAKE acknowledges and agrees that it shall have no remedy at law or in equity against DeKalb for providing inaccurate, incomplete or otherwise defective data.

Limitation of DeKalb County Liability: Indemnity

DeKalb shall not be liable under any circumstances for any lost profits, lost savings, or any other consequential damages which may arise from any use of the GIS Data. DeKalb shall bear no liability if the GIS Data does not meet any particular purpose for which **PINE LAKE** may use the GIS Data/ nor shall DeKalb be liable under any circumstances for the installation of the GIS Data or for any results obtained from its use.

To the extent permitted by Georgia law, **PINE LAKE** shall indemnify and hold harmless DeKalb, its officials, officers, employees and servants against all loss, damages, injuries, claims, expenses or attorneys' fees which may be sustained or asserted against DeKalb resulting from any error, or omission of **PINE LAKE**, or the negligent act of **PINE LAKE** or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement.

Term and Termination

The term of this License is perpetual and does not expire.

Neither this Agreement nor the rights granted by it shall be assigned or transferred by **PINE LAKE** under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.

Without limiting other remedies available in law or equity, in the event **PINE LAKE** breaches its obligations under this Agreement, DeKalb shall have the right to terminate this Agreement. DeKalb shall terminate by delivering to **PINE LAKE**, with at least thirty (30) days written notice, a Notice of Termination specifying the nature, extent, and effective date of the termination. Said Notice of Termination shall be sent to **PINE LAKE**, addressed as follows:

The City of **PINE LAKE**
ADDRESS OF CITY

All notices sent to the above address shall be binding upon **PINE LAKE** unless said address is changed by **PINE LAKE** in writing to the County. **PINE LAKE** agrees to return all copies of its GIS Data to DeKalb immediately upon termination.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be valid and enforceable.

Payment by PINE LAKE

DeKalb shall grant the license at no charge to **PINE LAKE**.

This Agreement shall be governed by, construed and enforced in accordance with the laws of Georgia.

The City of **PINE LAKE** and the DeKalb County Department of Watershed Department hereby agree to the above terms and conditions.

Printed Name of **PINE LAKE** representative

Signature of **PINE LAKE** representative

Date

Printed Name of GIS Manager of
Department of Watershed Management
in DeKalb County

Signature of GIS Manager of
Department of Watershed Management
in DeKalb County

Date



Memo

DATE: September 7, 2024
TO: Mayor and City Council
FROM: ChaQuias Thornton, City Manager
RE: Resolution R-19-2024 FY2024 Budget Amendment

The attached budget amendment, proposed as Resolution E-19-2024, serves to offer recommendation for the adjustment of revenue and expenditure appropriations within the City's general fund for to-date receivables and expenses collected and incurred. Full explanation of the recommended amendment will be provided at presentation of the proposed resolution on 09/16/2024. The resolution is scheduled for consideration of approval during the regular meeting of Mayor and Council scheduled for 09/24/2024.

CMThornton

Thank you,

CMThornton

RESOLUTION #R-19-2024

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

WHEREAS, the **FY2024** local budget for the City of Pine Lake, Georgia was adopted in December 2023; and

WHEREAS, it is necessary to amend such budget now;

THEREFORE, be is resolved by the Mayor and City Council of the City of Pine Lake, Georgia, that the following amendment to the general fund budget be made this _____ day of _____, 2024.

GENERAL FUND ASSET					
		LINE ITEM DESCRIPTION	Increase	Decrease	
100	311302	Intangible Tax	15,149.00		
100	311700	Franchise Tax		34,000.00	
100	311710	Electric Franchise	26,000.00		
100	311720	Cable Franchise	4,000.00		
100	311730	Gas Franchise	4,000.00		
100	322100	Building Permits		7,500.00	
100	334005	LMIG Program	14,914.00		
100	351100	Court Receipts	6,000.00		
100	351200	Probation	4,000.00		
		Fund Balance Allocation	36,795.00		
			110,858.00	41,500.00	69,358.00
GENERAL FUND EXPENDITURES					
		LINE ITEM DESCRIPTION			
100	1100.0000.0000.511000	Salaries and Wages - Full-time		6,085.00	
100	1100.0000.0000.521290	Other Professional Services	6,085.00		
100	1100.0000.0000.521210	Legal Expense	10,000.00		
100	1100.0000.0000.521241	Permitting & Inspection		7,500.00	
100	1100.0000.0000.521290	Other Professional Services	20,000.00		
100	1200.0000.0000.572100	Payments to Agencies	6,000.00		
100	1200.0000.0000.573100	Bond Refunds	4,000.00		
100	1400.0000.0000.512100	Group Insurance		5,000.00	
100	1400.0000.0000.522220	Automobile Repair/Maint	5,000.00		
100	1400.0000.0000.522230	Building Repairs/Maint	2,500.00		
100	1400.0000.0000.522250	Street Repairs/Maint	14,914.00		
100	1400.0000.0000.524000	Contract Labor	15,000.00		
100	1400.0000.0000.531231	Street Lights	4,500.00		
100	2300.0000.0000.511300	Regular - Part-time		7,125.00	
100	2300.0000.0000.512200	FICA Contributions		441.00	
100	2300.0000.0000.512300	Medicare		90.00	
100	2300.0000.0000.522230	Building Repairs/Maint	2,400.00		
100	2300.0000.0000.531600	Small Equipment	5,200.00		
			95,599.00	26,241.00	69,358.00
		Sum Total			-

Brandy Hall
Mayor

Ned Dagenshard
Asst. City