CITY OF PINE LAKE AGENDA JUNE 26, 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.

Approval of meeting minutes from June 11, 2018

OLD BUSINESS

- Adoption of Resolution establishing 2018 millage rate
- Approval of Authorization for Mayor to Execute Intergovernmental Agreement with DeKalb County
- Second Reading and Consideration of Fireworks Ordinance
- July 4th Final Steps / Logistic
 - o Public Works to set up roped area; where and how large
 - Draft announcement: Council to review
 - Report from Chief on Logistical Planning
- Adoption of Resolution Establishing Sanitation Rates

NEW BUSINESS

Adoption of Resolution Calling on Congress to Address Climate Change

Communications Plan

Public Comments

Mayor's Comments

Council Comment

Adjournment

CITY OF PINE LAKE CITY COUNCIL MEETING MINUTES JUNE 11, 2018 7:00 PM

Call to order

Mayor Pro Tem Jean Bordeaux called the meeting to order at 7:00 pm. Also present were Council Members Brandy Hall, Kris Casariego and August Woods. Staff present was City Administrator Valerie Caldwell, Chief of Police Saria Y'Hudah-Green and City Attorney Laurel Henderson. Mayor Melanie Hammet and Council Member Megan Pulsts were not present.

Pledge of Allegiance was led by Bordeaux.

Announcements/Communication

Bordeaux

Communicated that she met with David Burt, Development Consultant and he will be submitting a proposal to the city.

Casariego

- Announced that she is no longer working with the Public Spaces Work Group and is working with the Phone Booths Project.
- ❖ Announced that the Public Works @ Public Works Art Grand Opening Exhibit will be on Saturday, June 16th from 7:00pm-10:00pm at 300 Club House Drive. The public is invited.

Adoption of Agenda

Casariego motioned to adopt the agenda; seconded by Woods and approved 4-0.

Public Comments

There were not any public comments.

CONSENT AGENDA

Approval of meeting minutes from May 29, 2018

Woods motioned to approve; seconded by Casariego and approved 4-0.

Presentation of Placement of Phone Booths

Sarah Carlson gave the presentation and the locations of the five book booths. The first booth (Fiction) will be temporarily staged at the City Hall Parking lot until permanently located.

Below are the locations and names of the specific Phone Book Booths:

- Fiction (red) Near the Beach House, near a table to the right
- Nature (green) At the entrance to the Eastern Wetlands

- Arts & Poetry (rainbow) Adjacent to the tennis courts
- > Youth & Kids (yellow) Across from the apartment complex on Ridge Drive
- Mystery (blue) Across the street from the Police Department in the public park area
- Ordinance Regulating Use of Fireworks

Henderson presented the proposed ordinance outlining areas for consideration. In discussion council requested changes to (a) have the ordinance apply to the 4th of July only; (b) impose a \$15 permit fee; (c) have the applicant apply for the permit at city hall, and be directed to the Police Department for issuance; (d) limit the number of permits to ten (10). Hall motioned to have the first reading; seconded by Woods and approved 4-0. This proposed ordinance will be revised to incorporate the above mentioned changes and will be placed on the June 26th agenda for the second reading.

Resolution Establishing Sanitation Fees for 2018
 Woods motioned to approve; seconded by Hall and approved 4-0.

Staff Reports:

Public Safety:

Green reported on the Police Department and Code Enforcement matters to include:

- fleet addition of three (3) donated vehicles from the City of McDonough
- > excited to work with the Safe Built on the Book Booths locations
- an officer is in training for Code Compliance
- SALT will host an estate planning event; details to follow
- May was un-stressing training
- there has been for (4) major incidents at the beach/lake this season and advised all to be mindful of their surroundings
- > the signage at the lake/beach area are effective for visitors

Administration:

City Administrator provided the staff report that included:

- increase of facility rentals
- > completion of the EPD Audit
- receipt of the first SPLOST deposit in the amount of \$8,096.00
- both Public Works personnel are on medical leave and requested approval to contract a company for emergency grounds maintenance out of public works budget before the weekend because all of the facilities are rented and also for the grand opening of the art wall exhibit

Communications Plan

- Casariego will continue to work on the Phone Book Booths and website announcements
- > Bordeaux talked about the dates for the millage rate and public hearings
- Bordeaux to put the revised beach/lake rules on the website and, also the revised facilities agreement

	Hall will	continue to	work on	the Bee	City matter
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Public Comments

There were not any public comments.

Mayor's Comments

There were not any mayoral comments.

Council Comment

There were not any council comments.

Adjournment

Casariego motioned to adjourn at 8:04 pm; seconded by Hall. 4-0

Missye Varner, Administrative Assistant

RESOLUTION NO. R-

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA, TO SET THE MILLAGE RATE FOR FISCAL YEAR 2018

WHEREAS, Title 2, Chapter 5, Section 11 of the Code of Ordinances of the City of Pine Lake, Georgia requires the City to set an ad valorem millage rate for each year for the use in collection of taxes; and

WHEREAS, the City of Pine Lake used the tax digest of DeKalb County to assess taxable property within the jurisdictional limits as provided by law;

WHEREAS, the City of Pine Lake uses the best figures available to determine taxable property.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Pine Lake that a ______ millage rate is hereby established for the 2018 fiscal year for the City of Pine Lake.

SO RESOLVED this _____ th day of June, 2018.

Melanie Hammet, Mayor

Attest:

Valerie. Caldwell, City Clerk

INTERGOVERNMENTAL AGREEMENT FOR AD VALOREM TAX BILLING AND COLLECTION

This document shall hereinafter be known as the INTERGOVERNMENTAL AGREEMENT for the service delivery of ad valorem tax billing and collection by the DEKALB COUNTY TAX COMMISSIONER (the "Agreement"), made by and between the CITY OF PINE LAKE (hereinafter the "City"), a municipal corporation chartered by the State of Georgia and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter "County") on behalf of the DEKALB COUNTY TAX COMMISSIONER (hereinafter "Tax Commissioner") (hereinafter, collectively, the "parties"), each of whom has been duly authorized to enter into the Agreement.

WITNESSETH

WHEREAS, the Georgia Constitution of 1983, Article IX, Section 2, Para. 3(b)(1) prohibits, except as otherwise provided by law, cities or counties from exercising governmental authority within each other's boundaries except by contract; and

WHEREAS, pursuant to Article IX, Section 3, Para. 1 of the Constitution of Georgia of 1983, the City and County are authorized to contract with one another for joint services, for the provision of services, or for the joint and separate use of facilities and equipment, for periods not exceeding fifty (50) years and as authorized by law; and

WHEREAS, the City is authorized to collect taxes and has the authority to contract with the County for the collection of taxes within the City's jurisdictional boundaries; and

WHEREAS, the duly elected Tax Commissioner of DeKalb County, Georgia is empowered by the Constitution and Laws of the State of Georgia to collect state, county, and municipal ad valorem property taxes, sanitation assessments, and applicable fees, including but not limited to stormwater, water, sewer, and utility charges.

WHEREAS, by virtue of the office, the Tax Commissioner has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties; and

WHEREAS, all parties hereto are interested in serving the needs of the citizens of the City and County by providing for the consolidation of ad valorem tax billings and collection procedures; and

WHEREAS, pursuant to O.C.G.A. § 48-5-359.1, the Tax Commissioner of DeKalb County is authorized to contract for and to accept, receive, and retain compensation from the City and County for the billing and collection of municipal taxes and applicable fees in addition to that compensation provided by law to be paid to the Tax Commissioner by the County; and WHEREAS, the City, County, and Tax Commissioner desire to replace in their entirety all prior

agreements related to the billing and collection of ad valorem taxes by the Tax Commissioner, and hereby set forth the terms and conditions upon which the duly elected Tax Commissioner of DeKalb County, Georgia will provide ad valorem tax billing and collection services from the date of this Agreement forward; and

WHEREAS, the City, County, and Tax Commissioner have duly authorized the execution of this Agreement; and

WHEREAS, this Agreement only becomes effective on the date that the City will begin paying for the services as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual obligations recited below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the County and City do agree and consent to the following:

I. PURPOSE AND INTENT

The purpose of this Agreement is to provide tax billing and collection services within the City by the Tax Commissioner.

II. <u>DEFINITIONS</u>

All definitions shall be defined as reflected in the DeKalb County, Georgia Code of Ordinances.

III. TERM OF AGREEMENT

This Agreement shall commence on the date of execution set forth herein for a term of 12 months. If not terminated pursuant to the termination provisions provided herein, this Agreement shall automatically renew without further action by the City or County on an annual basis for one (1) year, for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. This Agreement shall replace, in their entirety, all prior agreements entered into by the City, County and/or Tax Commissioner regarding the billing or collection of ad valorem taxes. At the conclusion of this term, the City will be solely responsible for providing all tax billing and collection services within its boundaries, unless extended by mutual Agreement of both governing bodies.

IV. <u>SERVICES</u>

4.1 The Tax Commissioner will perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City as the Tax Commissioner is permitted by law, including the assessment of penalties and interest in the same manner as other taxes, as well as any and all remedies permitted for the collection of municipal and County taxes, including issuing executions, levying upon

properties, conducting tax sales, and pursuing collections through bankruptcy proceedings. Nothing in this Agreement shall preclude the County's and Tax Commissioner's right to continue to collect and increase or decrease such additional taxes and fees belonging to the County, County Departments, or Tax Commissioner.

- 4.2 The Tax Commissioner will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be managed and itemized separately upon the annual County tax statement.
- 4.3 Effective for the 2018 tax year, the DeKalb County Tax Commissioner shall bill all ad valorem taxes, fees, and charges relating to real property, personal property, public utilities, mobile homes, and heavy equipment within the City for and on behalf of the City.
- 4.4 Billings issued by the Tax Commissioner on behalf of the City shall consist of line items identified as City taxes, City sanitation fees, City stormwater fees, street light district fees, and related taxes, fees, and such other legally taxable or assessable charges as applicable as provided and requested by the City.
- 4.5 The City agrees to provide the Tax Commissioner all values, assessments, and exemptions, if applicable, by June 1 of each year. The City is required to provide millage rates necessary for computation of such taxes by the later of the date the County sets its millage rate and June 1 of each year. County agrees to furnish City with any change in date.
- 4.6 The Tax Commissioner shall have the right to determine the method, details and means of providing the services herein, including, but not limited to, whether City taxes are included as part of or separate from the County tax bills and statements.
- 4.7 The Tax Commissioner shall be responsible for collection of the City's taxes, fees and other charges in such manner as the Tax Commissioner is permitted by law to collect. The Tax Commissioner will have available any and all remedies permitted by law for the collection of municipal taxes, including but not limited to, issuing executions, levying upon properties, conducting tax sales, and pursuing collection through the bankruptcy proceedings. For the purposes of this Agreement, the Tax Commissioner shall be authorized as the agent of the City for the limited purpose of the services outlined herein, including the billing and collecting of ad valorem taxes, including tax sale and levy proceedings.
- 4.8 Within sixty (60) days of receipt of collected funds, the Tax Commissioner shall pay to the City any amounts collected on behalf of the City. The obligation to transfer funds belonging to the City shall be the sole responsibility of the Tax Commissioner of DeKalb County and shall survive the termination of this Agreement.
- 4.9 The Tax Commissioner shall maintain an electronic record and accounting of all amounts, including taxes, fees and penalties, that are billed, collected and distributed on behalf of

the City, and will provide the City and County with a copy of such accounting within thirty (30) days of any written request for the same.

4.10 The City shall be solely responsible for the collection of all past-due or delinquent fees and charges that cannot be collected in the same manner as taxes under Georgia law (e.g. stormwater fees).

V. RELEASE AND INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, the City hereby agrees to defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all claims, liability, losses or damages, including attorneys' fees and costs of defense which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the County or Tax Commissioner's actions or inactions in performing under this Agreement. The County and City shall promptly notify each other of all such claims, shall cooperate with the defense and resolution of each claim, and shall not settle or otherwise dispose of the claim without first consulting with all parties hereto. The indemnification under this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement, provided that such claims are based upon actions or alleged actions that occurred during the term of this Agreement.

VI. COMPENSATION AND CONSIDERATION

In exchange for good and valuable consideration, the recital of which all parties acknowledge receipt thereof, and in consideration for the terms and services outlined in this Agreement, the City will pay to the County the actual costs associated with the collection of taxes by the Tax Commissioner on behalf of the City subject and pursuant to the following payment terms:

- 6.1 For the initial 2018 tax year, the City shall pay the County, by check or electronic fund transfer, no later than June 1st of the tax year, or within 30 days of the mailing of an invoice by the County, a fee of two dollars per parcel, not to exceed \$25,000.00 plus \$200.00 of which \$200.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining amount shall be distributed annually as an annual salary supplement to the Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such services, duties and responsibilities necessary to collect City taxes.
- 6.2 For all subsequent tax years, the City shall pay the County, by check or electronic fund transfer, no later than June 1st of the tax year, or within 30 days of the mailing of an invoice by the County, a fee of two dollars per parcel, not to exceed \$25,000.00, plus \$200.00 of which \$200.00 shall be retained by the County for reimbursement of the cost to the County for providing service to the City. The remaining amount shall be distributed

annually as an annual salary supplement to the Tax Commissioner by the County pursuant to O.C.G.A. 48-5-359.1 for such services, duties and responsibilities necessary to collect City taxes.

- 6.3 The City shall notify the Tax Commissioner when payment has been rendered to the County within 2 business days of such payment.
- 6.4 The County shall distribute said salary supplement to Tax Commissioner on the first payroll check following the receipt of payment from the City.
- 6.5 The amounts for subsequent years may be modified based on changes to City boundaries, the annexation of additional parcels, or by adjustment of the number of parcels from year to year within the City.

VII. TERMINATION

- 7.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.
- 7.2 The County may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.
- 7.3 The Tax Commissioner may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the City. If the Tax Commissioner intends to terminate this Agreement for cause, the Tax Commissioner must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the Tax Commissioner to cure the stated cause for termination.
- 7.4 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.
- 7.5 In the event that the City fails to pay the County or Tax Commissioner in accordance with the terms as set forth herein, the County and Tax Commissioner shall not be obligated in any manner whatsoever to bill and collect ad valorem taxes for City, or to provide any of the billing or collection-related services outlined herein.

7.6 Subject to the terms herein, this Agreement may be extended at any time during the term by mutual written consent of all parties so long as such consent is approved by official action of the City Council and approved by official action of the County governing authority.

VIII. NOTICES

All required notices shall be given by first class mail and addressed as follows, except that any notice of termination shall be mailed certified via U.S. Mail, return receipt requested.

If to the County:

Executive Assistant

Manual Maloof Building

1300 Commerce Drive, 6th Floor

Decatur, Georgia 30030

With a copy to:

County Attorney

1300 Commerce Drive, 5th Floor

Decatur, Georgia 30030

If to the Tax Commissioner:

Tax Commissioner

4380 Memorial Drive, Suite 100

Decatur, Georgia 30032

With a copy to:

County Attorney

1300 Commerce Drive, 5th Floor

Decatur, Georgia 30030

If to the City:

Valerie Caldwell, City Administrator

6920 Main Street P.O. BOX 1325

Lithonia, Georgia 30058 Pine Lake GA 30072

With a copy to:

Laurel E. Henderson, City Attorney

Sumner, Meeker, LLC 14 East Broad Street Newnan, Georgia 30263

IX. GENERAL PROVISIONS

- A. <u>Counterparts</u>. 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.
- B. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- C. <u>Venue</u>. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.
- D. <u>Third parties</u>. This Agreement is for the benefit of the parties hereto, only, and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.
- E. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto as to all matters contained herein. All subsequent changes in the Agreement must be in writing and signed by all parties. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.
- F. <u>Successors and Assigns</u>. Neither party will assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein will be construed as creating any personal liability on the part of any officers, agents or officials of either party.
- G. Merger. The parties acknowledge that the terms of this Agreement constitute the entire understanding and agreement between the City, County and Tax Commissioner of DeKalb County for ad valorem tax billing and collection services and as to all other provisions, rights and remedies under this Agreement.
- H. <u>Severability</u>. In the event any section of this Agreement is declared and adjudged to be invalidated or unconstitutional, such declaration or adjudication will not affect the remaining portions of this Agreement.

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

SIGNATURE PAGES FOLLOW]

	, 2018.
DEKALB COUNTY, GEORGIA	ATTEST:
MICHAEL L. THURMOND Chief Executive Officer DeKalb County, Georgia	BARBARA H. SANDERS, CCC, CMC Clerk of the Chief Executive Officer and Board of Commissioners of DeKalb County, Georgia
APPROVED AS TO SUBSTANCE:	APPROVED AS TO FORM:
IRVIN J. JOHNSON Tax Commissioner DeKalb County, Georgia	County Attorney
CITY OF PINE LAKE, GEORGIA	
Melanie Hammet, Mayor	Valerie Caldwell City Clerk
Melanie Hammet, Mayor	Valerie Caldwell, City Clerk APPROVED AS TO FORM:
Melanie Hammet, Mayor APPROVED AS TO SUBSTANCE:	
(SEAL) Melanie Hammet, Mayor APPROVED AS TO SUBSTANCE: Valerie Caldwell, City Administrator ATTEST:	APPROVED AS TO FORM:
Melanie Hammet, Mayor APPROVED AS TO SUBSTANCE: Valerie Caldwell, City Administrator	APPROVED AS TO FORM:
Melanie Hammet, Mayor APPROVED AS TO SUBSTANCE: Valerie Caldwell, City Administrator TTEST: Valerie Caldwell, City Clerk	APPROVED AS TO FORM:

ORDINANCE	NO.
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AN ORDINANCE OF THE CITY OF PINE LAKE TO REGULATE THE USE OF FIREWORKS IN THE CITY PARK; TO PROVIDE FOR SPECIAL USE PERMITS; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

The Council of the City of Pine Lake hereby ordains:

- Section 1. The City of Pine Lake asserts the authority delegated to the City by O.C.G.A., section 25-10-2 (d) for the purpose of allowing, under limited circumstances, the use of fireworks within the city park. The provisions of this ordinance are mandatory and apply to all use of fireworks within the City Park.
- Section 2. The use of consumer fireworks, as defined by state law, shall be lawful in the city park between the hours of 9:00 p.m. and 10:00 p.m. on July 4, provided the person igniting such fireworks has first obtained a special use permit as provided by O.C.G.A., section 25-10-2 (d).
- Section 3. Application for special use permit to discharge fireworks in the city park shall be made in person at city hall for each date such discharge is allowed pursuant to section 2 of this ordinance. Incorporated entities wishing to discharge consumer fireworks in the city park may make application in their corporate name, provided they designate a responsible adult at least 18 years of age who will be responsible for the transportation to the park and ignition of the fireworks covered by the permit. All applicants and designated dischargers shall be responsible adults at least 18 years of age. All applicants and designated dischargers shall produce, at the time of application, photo identification as required by O.C.G.A., section 25-10-2. The fee for permits shall be \$15.00 and paid at the time of application. Upon submission of an application and payment of the permit fee, the applicant shall be issued a receipt, which shall be taken to and produced at the police department to secure the permit. A maximum of 10 permits shall be issued for each date, on a first come, first served basis. No application shall cover more than one date and/or one applicant.
- <u>Section 4</u>. State law prohibits any person under the influence of alcoholic beverages or drugs from discharging fireworks. The police department shall enforce this provision throughout the city, including those fireworks discharged in the city park.
- Section 5. Fireworks shall be discharged in the city park only from those areas roped off for such discharge during allowable days and hours of discharge as indicated by section 2. Police officers shall monitor the entrance to the discharge area. Only persons holding a discharge permit shall be permitted within the discharge area upon presentation of their permit and photo identification. All persons within the discharge area shall cooperate with one another to ensure

all permit holders have an equal opportunity to discharge the fireworks covered by their permits. Fireworks discharged at the city park shall be pointed toward the lake and away from all persons.

- Section 6. Persons discharging fireworks in the city park shall be responsible for picking up all trash and debris associated with their activities and disposing of same in a safe, appropriate manner after all fireworks have been discharged.
- <u>Section 7</u>. Permit holders remain legally responsible for fireworks discharged by them and shall, as a condition of permit issuance, indemnify the City, its officers and employees from injury or property damage resulting from their discharges.
- <u>Section 8</u>. No fireworks shall be discharged in the city park except as allowed by this ordinance. No fireworks shall be discharged on the public streets or sidewalks or other public property at any time.
- Section 9. The permit issued for fireworks discharge may be revoked on site by law enforcement officers for any violation of this ordinance or location restrictions established by the City, as well as failure to follow law enforcement directives. Any person violating the terms of this ordinance may be cited for such violation, and upon conviction, shall be punished as for ordinance violations under the city's charter; provided that persons discharging fireworks at any location in the city, including the city park, while under the influence of alcoholic beverages or drugs shall be cited under state law and bound over to state court.

Section 10. All ordinances or parts of ordinances in conflict with this ordinance, are, to the extent of such conflict, hereby repealed.

So Ordained this day of	, 2018.
	CITY OF PINE LAKE
	Mayor
ATTEST:	
City Clerk	

R	ES	SC	L	U	T	10	N	#	R-		

WHEREAS, the City provides certain services to its citizens one of which is sanitation pickup including recycling and yard waste; and

WHEREAS, the city contracts out these services to a solid waste service provider; and

WHEREAS, resident rates have remained the same since 2012; and WHEREAS, the provider had a rate increase effective in January of 2018; and WHEREAS, the city must now adjust its fee accordingly;

NOW, THEREFORE BE IT RESOLVED that the sanitation rates be increased to \$240 per year.

SO RESOLVED by the Mayor and Council of the City of Pine Lake, this _____ day of June, 2018.

MELANIE HAMMET
Mayor, City of Pine Lake, Georgia

ATTEST:

VALERIE CALDWELL
City Clerk
City of Pine Lake, Georgia

RESOLUTION # R- -2018

WHEREAS, the City of Pine Lake desires to protect the quality of life for all those who live, work, learn, play, in our community as well as future generations; and

WHEREAS, the City of Pine Lake has already felt some local effects of climate change through extreme weather events and other disruptions that damage the local economy, residents, trees, and overall quality of life; and

WHEREAS, climate change poses a serious threat to the City of Pine Lake's future in the terms of economy, public health, and the environment; and

WHEREAS, air pollution caused by burning fossil fuels leads to an increased risk of cardiovascular and respiratory illness; and

WHEREAS, the full costs of carbon emissions (including environmental, health, and social costs) are not included in the prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and,

WHEREAS, climate change is a threat to national security, as declared by the United States Department of Defense in numerous documents; and

WHEREAS, many businesses offer affordable, practical solutions that can cut energy demand with efficiency innovators; and

WHEREAS, more frequent droughts may increasingly jeopardize the water supply for the City of Pine Lake, DeKalb County and the entire metropolitan area: and

WHEREAS, Congress has the responsibility to act swiftly and meaningfully on the threats to the American way of life, including climate change; and

WHEREAS, legislation addressing climate change should not economically burden the City of Pine Lake or its residents.

NOW, THEREFORE BE IT RESOLVED that we, the City Council of Pine Lake on behalf of the residents of Pine Lake, call on the United States Congress to address climate change with legislation that encourages corporations and individuals to produce and use less fossil fuels and encourage similar actions by others.

ADOPTED by the Mayor 2018.	r and Council of the City of Pine Lake, this day of
	MELANIE HAMMET
	Mayor
ATTEST:	
VALERIE CALDWELL City Clerk	