

**CITY OF PINE LAKE, GEORGIA
REGULAR MEETING AGENDA
JULY 29, 2025 @ 6:00PM
COURTHOUSE & 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 – REGULAR MEETING

ANNOUNCEMENTS/COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

ADOPTION OF THE MINUTES

- June 24, 2025 – Regular Meeting
- July 8, 2025 – Work Session & Public Hearing
- July 15, 2025 – Special Called Meeting

PUBLIC COMMENTS – 3 minutes each please

CONSENT AGENDA

1. Resolution R-2025-50 Alcoholic Beverages Privilege License Application – Silver's Caribbean Restaurant, 4634 Rockbridge Road SW – On-Premises Retail Sale and Consumption
2. Resolution R-2025-51, Establishing 2025 Municipal Election Qualifying Dates
3. Resolution R-2025-52, Rejection of 2025 LMIG Resurfacing Project Bids

NEW BUSINESS

1. Resolution R-2025-53, AECOM Task Order #3 – Pine Lake Dam Inspection
2. Resolution R-2025-54, Records Management System (RMS) Upgrade
3. Resolution R-2025-55, City of Milton's Multi-City Amicus Brief
4. Resolution R-2205-56, Embrace Civility (City of Civility *Renewal*)

PUBLIC COMMENTS – 3 minutes each please

- Mayor
- City Council

Information for the Pine Lake News Blast

EXECUTIVE SESSION

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

**CITY OF PINE LAKE
REGULAR MEETING MINUTES
June 24, 2025 at 6:00 PM
Courthouse & Council Chambers
459 Pine Drive, Pine Lake, GA**

Call to Order: Mayor Hall called the Special Called Meeting to order at 6:00PM.

Present: Mayor Brandy Hall, Mayor pro tem Jean Bordeaux, Council Members Jeff Goldberg, Tom Ramsey, Thomas Torrent, and Augusta Woods. Also present were City Manager Stanley Hawthorne, City Attorney Chris Balch, Public Works Director Bernard Kendrick, Officer Danette Washington, and Acting City Clerk Ned Dagenhard. Chief of Police Sarai Y'Hudah-Green and Finance Director Danny Lamonte were not in attendance.

Announcements/Communications

Mayor Hall stated that the third and final public hearing regarding the City's 2025 millage rate would take place on June 26th at 6:00PM, to immediately proceed consideration of millage rate adoption. Mayor Hall added that it was alleviating tax burden is "always the long term goal" as the City balances "short term and visible improvements." The Mayor then commended the City on a "great" Juneteenth event, adding thanks to Council Member Woods and Mayor pro tem Bordeaux, who organized the event's planning committee.

Mayor pro tem Bordeaux added thanks to volunteers, and a comment about pleasant weather.

Council Member Ramsey stated that the new City of Pine Lake tent was erected for the event; Council Member Woods added that it looked "great!"

Adoption of the Agenda of the Day

Council Member Torrent asked that Consent Agenda Item 8 be moved to Old Business, to provide an opportunity for discussion.

Council Member Ramsey asked that Consent Agenda Items 1, 2, and 3 be moved to Old Business, to provide an opportunity for discussion.

Council Member Torrent moved to adopt the Agenda of the Day, as amended; Council Member Ramsey seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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Adoption of the Minutes

- **May 27, 2025 – Regular Meeting**
- **June 10, 2025 – Work Session & Special Called Meeting**
- **June 19, 2025 (11:00AM) – Public Hearing**
- **June 19, 2025 (6:00PM) – Public Hearing**

Mayor pro tem Bordeaux moved to adopt the Minutes; Council Member Torrent seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Proclamations

1. National Police Week

Mayor Hall read the Proclamation in its entirety, and provided for its issuance.

Consent Agenda

- 1. Resolution R-2025-42, Community Greenspace Master Plan Task Order**
- 2. Resolution R-2025-43, Procurement of Emergency Generator**
- 3. Resolution R-2025-44, Facilities Alarm Monitoring Services**
- 4. R-2025-45, Acceptance of Police Cruiser In-Kind Donation**

Council Member Torrent moved to approve the Consent Agenda; Council Member Goldberg seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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Old Business

1. Resolution R-2025-46, 2025 Memorandum of Understanding: City and PLAIN

Council Member Torrent moved to adopt Resolution R-2025-46; Council Member Ramsey seconded.

Council Member Torrent spoke to the Council's desire to ensure PLAIN and the City are "on the same page" regarding free, public use of the City's two rentable facilities. Mayor pro tem Bordeaux expressed concern regarding calendar management, particularly as it pertains to staff impact.

Further topics of discussion included updating entry-point locks at the two facilities, and dissuading residents from attempting to use the facilities for veiled commercial purposes.

Major changes to the Memorandum of Understanding were namely the addition of Sundays for public use of facilities, and removal of mutual indemnification language at the recommendation of the City Attorney.

Mayor Hall called for a voted.

All members voted in favor, and the motion carried.

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2. Ordinance 2025-02, Chapter 16 Public Nuisances – Second Read & Adoption

City Attorney Balch performed the second read of Ordinance 2025-02.

Council Member Ramsey moved to adopt Ordinance 2025-02; Council Member Goldberg seconded.

Points of discussion included use of electric-powered vehicles, swimming and wading permissions, and skateboarding.

The Clerk observed a motion for two amendments, which were restated for the record by City Attorney Balch as follows:

- The striking of Chapter 16-36 (c), Section 13.
- The removal of the phrase, “*or wading*,” from Chapter 16-36 (c), Section 14(b)*
- The removal of the clause, “*This prohibition shall not apply to scooters or bicycles powered by electric motors.*” From Chapter 16-36 (c), Section 15.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

3. Resolution R-2025-39, Restoration of 470 Clubhouse Drive Storage (AKA “Firehouse”)

Council Member Torrent moved to adopt Resolution R-2025-39; Council Member Goldberg seconded.

Public Works Director Kendrick fielded questions from Mayor Hall and Council Member Goldberg regarding use of the proposed storage area by the public, as the Public Works Director proposed granting part of the space for use by the PLAIN food pantry. Specifically, concern was raised as to whether the space would be physically differentiated to prevent public access to privileged records. The Public Works Director assured concerned parties that the space would be separated, with restricted access to City records.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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4. Resolution R-2025-40, Renovations to 425 Allgood Road (“City Hall”)

Council Member Goldberg moved to adopt Resolution R-2025-40; Council Member Torrent seconded.

Public Works Director Kendrick presented a project scope for renovations to City Hall, which are focused on interior changes to office space, as a means of better accommodating current and prospective staff.

Council Member Ramsey expressed concern over prioritizing City administration buildings over public-use facilities, namely the Beach House. Public Works Director Kendrick responded that large-scale issues related to the Beach House infrastructure render the building’s renovation a “big lift,” but added that he would prepare a scope of work for presentation at the City Council July 8th Work Session.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

5. Resolution R-2025-41, Restoration and Facility Improvements to 463 Clubhouse Drive (“Public Works Building”) and 470 Clubhouse Drive (“Pine Lake Clubhouse”)

Mayor pro tem Bordeaux moved to adopt Resolution R-2025-41; Council Member Goldberg seconded.

Public Works Director Kendrick presented renovations to the Pine Lake Clubhouse and Public Works Building. In the case of the former, Mr. Kendrick cited rotting subfloor and the need for cosmetic updates. In the case of the latter, he discussed security concerns vis-à-vis exterior doors, as well as siding replacement.

Council Member Ramsey inquired as to whether installation of bathroom facilities was necessary at the Public Works Building. Mr. Kendrick replied that installation would be cost prohibitive, and the need negligible due the building’s proximity to other bathroom facilities.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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New Business

1. Resolution R-2025-47, Proposed Revisions to Pine Lake Personnel Policy

Council Member Torrent moved to adopt Resolution R-2025-47; Council Member Ramsey seconded.

City Manager Hawthorne expressed to Council that impending disciplinary actions necessitate a change in the City's personnel policy. City Attorney Balch added that the changes would better reflect the City's 2024 Charter Amendment, which altered the form of government from "Strong Mayor" to "Council-Manager."

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

Reports and Other Business

Staff

Public Works Director Kendrick asked that the public be notified of work trucks parking near the tennis court complex, ahead of rehabilitation project initiation.

City Council

Council Member Torrent stated that the annual *Pride Lake "Gayla"* would take place at the Pine Lake Clubhouse, the following Saturday at 6:00PM

Adjournment

Mayor pro tem Bordeaux moved for adjournment at 8:02PM.

Ned Dagenhard

Acting City Clerk

**CITY OF PINE LAKE
WORK SESSION & PUBLIC HEARING
MINUTES
July 8, 2025 at 6:00 PM
Courthouse & Council Chambers
459 Pine Drive, Pine Lake, GA**

Call to Order: Mayor Hall called the Work Session to order at 6:00PM.

Present: Mayor Brandy Hall, Mayor pro tem Jean Bordeaux, Council Members Jeff Goldberg, Tom Ramsey, Thomas Torrent, and Augusta Woods. Also present were City Manager Stanley Hawthorne, City Attorney Chris Balch, Chief of Police Sarai Y'Hudah-Green, Public Works Director Bernard Kendrick, and Acting City Clerk Ned Dagenhard. Finance Director Danny Lamonte was not in attendance.

Public Hearing

1. Alcoholic Beverages Privilege License Application – Silver’s Caribbean Restaurant, 4634 Rockbridge Road SW – On-Premises Retail Sale and Consumption

A public hearing was held. The applicant spoke in support of their own application. No comments from the public—in support of or against—were observed.

No action was taken by City Council.

Adoption of the Agenda of the Day

Mayor pro tem Bordeaux moved to adopt the Agenda of the Day; Council Member Torrent seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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WORK SESSION & PUBLIC HEARING
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July 8, 2025 at 6:00 PM
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New Business

1. Senior Property Tax Relief Program

Council Member Ramsey presented information regarding property tax calculations, as well as senior exemption programs in neighboring cities. In concluding his presentation, Mr. Ramsey proposed an exemption program for the City of Pine Lake, citing concern over an increasing tax burden on residents who may rely heavily on fixed income sources.

Points of discussion included weighing the upfront cost of a study analyzing the impact to City revenue over time, as well as the legal and administrative expenses associated with lobbying within the Georgia General Assembly, under whose jurisdiction proposed tax exemptions fall. In general, a consensus for theoretical support for senior tax relief was observed. The City Manager stated that, in response, he would request an impact study quote from the Carl Vinson Institute of Government.

Various additional points were discussed by the City Manager, such as the City's funding sustainability and "uniqueness" relative to neighboring cities.

Council Member Ramsey expressed a sense of urgency around the issue, asking that the City continue discussion prior to the City Council Fall Retreat.

Mayor Hall thanked the City Council and participating staff for the discussion.

No action was taken by City Council.

2. Street Resurfacing Update, Local Maintenance Improvement Grant (LMIG)

Public Works Director Kendrick recommended to City Council the rejection of all bids received as part of the LMIG-funded "street resurfacing" project. Mr. Kendrick cited concern over a misrepresentation of street length which, he added, is a tactic used by contractors to inflate the quote presented. The official reason given for rejection, Mr. Kendrick stated, was "nonresponse," since once pressed on the incorrect numbers, no contractor responded completely.

Council Members Goldberg and Ramsey inquired further about the process in preparing for bids, as well as which streets would be omitted from the project proposal and why. To the former query, Mr. Kendrick responded that he

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performs his own measurements of the streets ahead of time, so that he can discern whether any proposals received are attempting to artificially inflate costs. To the latter query, Mr. Kendrick stated that those streets not included are pending centerline sewer repair by DeKalb County.

Additional points of discussion involved the timeline for receipt- and appropriation of LMIG funds.

No action was taken by City Council.

3. Beach House Renovation, Project Scope Presentation

Public Works Director Kendrick presented a scope of work for renovation of the Pine Lake Beach House. Improvements included grease trap replacement, various repairs and upgrades to the kitchen and bathroom facilities, as well as interior and exterior cosmetic improvements.

Mayor Hall expressed concern over applying further funding to facility improvements while the total cost of repairs to the wetland system remains unknown. The Mayor inquired as to whether certain tiers or project phases could be extracted from the full scope. Mr. Kendrick responded that since much of the facilities would need full replacement, citing poor overall condition of the facility, cost differences in a piecemeal approach would be negligible.

The topic then shifted to a discussion of Public Works Department expectations as it relates to day-to-day maintenance.

No action was taken by City Council.

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4. Pine Lake/Snapfinger Creek Dam Inspection

Public Works Director Kendrick advised City Council that the City's previous engineering authority had—in his professional opinion—not performed due diligence in assessing the condition of the dam between the lake and Snapfinger Creek.

Mr. Kendrick approximated a quote of \$28,000 for full assessment of the dam condition in cooperation with the City's current engineering authority, AECOM, and the organization *Georgia Safe Dams* (Environmental Protection Division). Mr. Kendrick added that while a quote for repair to the dam would not be known until after the assessment, he did not expect it to be "anywhere near [the previous quote of] \$900,000."

Mayor Hall, in reflecting on walking the dam with the City's previous engineering authority and Council Member Woods, recalled a lackadaisical approach to tree removal, which was cited as the chief reason for the high cost of repair due to its destabilizing impact on the dam itself.

No action was taken by City Council.

Reports and Other Business

Strategic Performance Report (SPR)

The City Manager, Chief Green, and Public Works Director Kendrick each presented excerpts from the July 2025 *Strategic Performance Report*. Topics included sustainable development plans, community outreach, and capital project updates.

Chief Green presented an update on code compliance goals and actions, introducing reserve-Officer Anthony Brooks, who has been tasked with helping to develop the initiative.

Mayor

Mayor Hall announced the completion of the Oak Road project, adding special thanks to the Public Works Director, and describing the issue as "having been on the docket for as long as I've been in Pine Lake." The Mayor also described the evening as having been focused on strategic priorities, thanking Council and

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staff. The Mayor also gave special thanks to Chief Green for her continued service to the City, citing an anecdote wherein the Chief once responded to a hostage situation, donning a bulletproof vest while nine months pregnant.

City Council

Council Member Ramsey thanked staff for the July SPR, stating that it appears to further improve with each edition.

Council Member Goldberg announced that the Georgia Power tree trimming project was still underway, adding that a new removal company has been contracted.

Adjournment

Council Member Torrent motioned for adjournment was made at 8:50PM.

Ned Dagenhard

Acting City Clerk

**CITY OF PINE LAKE
SPECIAL CALLED MEETING
MINUTES
July 15, 2025 at 6:00 PM
Courthouse & Council Chambers
459 Pine Drive, Pine Lake, GA**

Call to Order: Mayor Hall called the Special Called Meeting to order at 6:00PM.

Present: Mayor Brandy Hall, Mayor pro tem Jean Bordeaux, Council Members Jeff Goldberg, Tom Ramsey, Thomas Torrent, and Augusta Woods. Also present were City Attorney Chris Balch, Chief of Police Sarai Y'Hudah-Green, and Acting City Clerk Ned Dagenhard. City Manager Stanley Hawthorne, Public Works Director Bernard Kendrick, and Finance Director Danny Lamonte were not in attendance.

Adoption of the Agenda of the Day

Mayor pro tem Bordeaux moved to adopt the Agenda of the Day; Council Member Goldberg seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

**CITY OF PINE LAKE
SPECIAL CALLED MEETING
MINUTES
July 15, 2025 at 6:00 PM
Courthouse & Council Chambers
459 Pine Drive, Pine Lake, GA**

New Business

1. Resolution R-2025-49, Approval for Media Production Permit 2025-001

Council Member Torrent motioned to adopt Resolution R-2025-49; Council Member Goldberg seconded.

City Attorney Balch stated that the meeting was a result of a tactical error due to misalignment of institutional assumptions and actual Code clauses, calling for City ownership of any application approval delays. The City Attorney added appreciation for City Council making themselves available on short notice, and asked that the ordinance and resulting process be later reviewed and updated.

Mayor Hall invited the applicant(s) to speak to production impact, as well as what safeguards would be installed to minimize any potential negative impact to the community.

Members of Council asked questions regarding the length of the production schedule, loudness, and application completeness.

The applicant stated that any lighting would be shrouded and “ground based,” and that the production team is familiar with filming in areas sensitive to noise.

Acting City Clerk Dagenhard stated that the applicant’s certificate of liability insurance had been received by City Hall that afternoon. City Attorney Balch added that the City was also in receipt of a signed indemnification agreement.

Council Member Ramsey asked whether City Council’s passage of a resolution of support “[carried] any weight,” citing a Code section which grants the City Manager or an administrative designee approving authority. City Attorney Balch replied in the affirmative, calling the briefing Council and receiving an expression of the body’s will both appropriate and helpful to staff.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

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Adjournment

Mayor pro tem Bordeaux motioned for adjournment was made at 6:15PM.

Ned Dagenhard

Acting City Clerk

DRAFT



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Alcoholic Beverages Privilege License Application – Silver’s Caribbean Restaurant,
4634 Rockbridge Road SW – On-Premises Retail Sale and Consumption

RECOMMENDATION

Approve resolution for the license application, subject to final determination by the Pine Lake Governing Authority, citing all necessary procedures having been accomplished by the applicant.

BACKGROUND

In accordance with the City of Pine Lake Code of Ordinances Chapter 10 – ALCOHOLIC BEVERAGES, Ms. Freweini Tseggai has submitted an application to the City for an Alcoholic Beverages Privilege License—on behalf of *Silver’s Caribbean Restaurant*—for the on-premises sale and consumption of distilled spirits, malt beverages, and wine. A public hearing was held, as required by the aforementioned ordinance chapter, on July 8, 2025.

RESOURCE IMPACT

Approval of this application presents no explicit resource impact.

ATTACHMENTS

Resolution
Alcoholic Beverages Privilege License Application

**A RESOLUTION PROVIDING FOR APPROVAL OF AN ON-PREMISES RETAIL SALE
AND CONSUMPTION ALCOHOL LICENSE APPLICATION FOR THE PREMISES AT
4634 ROCKBRIDGE ROAD, PINE LAKE, GEORGIA, AND FOR OTHER MATTERS**

WHEREAS, An complete application, as determined by the Acting City Clerk, for a new alcohol license at 4634 Rockbridge Road was filed and received by the City for on premises sale and consumption of malt beverages, distilled spirits and wine for a new business to be known as *Silver's Caribbean Restaurant*; and

WHEREAS, The Governing Authority for the City held a Public Hearing on the Application as required by City of Pine Lake Code of Ordinances § 10-34 during its Work Session on July 8, 2025, at which no opposition was voiced by the community; and

WHEREAS, The Governing Authority for the City of Pine Lake expressly finds that all conditions for issuance of the license applied for have been met, the application meets the criteria and conditions established by Municipal Ordinance for the issuance of the License, and finds no disqualifying or other negative circumstances have been established in the record as authorized by the Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Pine Lake, Georgia, that the application filed and completed by Silver's Caribbean Restaurant is APPROVED and the Acting City Clerk is directed to issue the license pursuant to Code of Ordinances § 10-35.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 29th day of July, 2025.

BRANDY HALL
Mayor

ATTEST:

APPROVED AS TO FORM:

NED DAGENHARD
Acting City Clerk

CHRISTOPHER D. BALCH
City Attorney

**APPLICATION FOR ALCOHOLIC BEVERAGE PRIVILEGE LICENSE
CITY OF PINE LAKE, GEORGIA**

INSTRUCTIONS: Read through entire application before answering any questions. Every question must be answered fully and correctly. If the space provided is not sufficient, answer the questions on another sheet of paper and indicate that a separate sheet is attached. If a particular question does not apply to you, then answer "N/A" and if necessary explain why the question is not applicable to you. Do not leave any questions blank. When the form is completed, it must be dated, signed and verified under oath by the applicant and filed with the City Clerk of the City of Pine Lake, Georgia together with all supporting documents, and a certified check or cash for Three Hundred Fifty Dollars and No/100 (\$350.00) which is non-refundable.

1. Type of establishment:
(Check one)

☒ Restaurant
☐ Retail Package Sales

2. Type of license applied for:
(Check one).

<input type="checkbox"/>	Retail dealers: Building size 4,000 sq. feet or less – beer and wine package sales	\$ 500.00
<input type="checkbox"/>	Retail dealers: Building size greater than 4,000 sq. feet – beer and wine package sales	\$1,000.00
<input type="checkbox"/>	Wholesale dealer, beer or wine	\$ 200.00
<input type="checkbox"/>	Restaurant, retail consumption malt beverages and wine only	\$ 500.00
<input type="checkbox"/>	Private club, retail consumption, malt beverages and wine only	\$ 500.00
<input checked="" type="checkbox"/>	Restaurant, private club, retail consumption, distilled spirits, malt beverages and wine	\$2,800.00
<input type="checkbox"/>	Brew Pub	\$1,000.00
<input type="checkbox"/>	Catering permit/Temporary Permit	\$ 50.00

- | | | |
|-------------------------------------|--|-------------|
| <input type="checkbox"/> | Brown Bag Establishment License | \$ 50.00 |
| <input type="checkbox"/> | Bed and Breakfasts | \$ 50.00 |
| <input type="checkbox"/> | Sunday Sales Permits for consumption on Premises | \$ 200.00 |
| <input type="checkbox"/> | Sunday Sales Permits | \$ 200.00 |
| <input checked="" type="checkbox"/> | Employee Permits | \$ 50.00 |
| <input type="checkbox"/> | Distilled Spirits | \$ 5,000.00 |

3. Type of ownership:

- ☒ Individual
- ☐ Partnership
- ☐ Close Corporation
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Limited Partnership

☐ (a) If individual, full name and legal residence of owner:

<u>Freweini Tsegai</u>	<u>412-49 3655</u>
NAME	SOCIAL SECURITY #
<u>2613 Dresden Dr</u>	<u></u>
STREET ADDRESS	MAILING ADDRESS (If different)
<u>Chamblee GA 30341</u>	<u></u>
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

Is this individual a U.S. Citizen? Yes

If not give permanent alien registration # _____ and attach copy of green card.

☐ (b) If partnership, partnership name _____
Name, address & social security number of general partner(s):

Name, social security number, per cent interest and legal address of all partners:

Are all of these stockholders U.S. Citizens? _____

If not give permanent alien registration # _____ and attach copy of green card.

☐ (c) If close corporation, corporate name _____

STREET ADDRESS MAILING ADDRESS (If Different)

CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE

NAME, SOCIAL SECURITY NUMBER, PER CENT INTEREST AND LEGAL ADDRESS OF
ALL STOCKHOLDERS:

Are all of these stockholders U.S. Citizens? _____

If not give permanent alien registration # _____ and attach copy of green card.

[] (d) If corporation, corporate name _____

STREET ADDRESS _____ MAILING ADDRESS (If Different) _____

CITY, STATE, ZIP CODE _____ CITY, STATE, ZIP CODE _____

NAME OF REGISTERED AGENT FOR SERVICE OF PROCESS FOR THE CORPORATION _____

STREET ADDRESS _____ MAILING ADDRESS (If Different) _____

[] (e) If Limited Liability Company, name _____
Address of principal place of business _____

NAME, ADDRESS & SOCIAL SECURITY NUMBER OF MANAGING MEMBER(S):

NAME, SOCIAL SECURITY NUMBER, PER CENT INTEREST AND LEGAL ADDRESS OF ALL MEMBERS:

Are all of the partners U.S. Citizens? _____

If not give permanent alien registration # _____ and attach copy of green card.

NAME OF REGISTERED AGENT FOR SERVICE OF PROCESS FOR THE LIMITED LIABILITY COMPANY:

NAME _____

STREET ADDRESS _____ MAILING ADDRESS (If Different) _____

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

[] (f) If Limited Partnership, name _____
Address of principal place of business _____

NAME, ADDRESS & SOCIAL SECURITY NUMBER OF GENERAL PARTNER(S):

NAME, SOCIAL SECURITY NUMBER, PER CENT INTEREST AND LEGAL ADDRESS OF LIMITED PARTNERS:

Are all of the partners U.S. Citizens? _____

If not give permanent alien registration # _____ and attach copy of green card.

NAME, OF REGISTERED AGENT FOR SERVICE OF PROCESS FOR THE LIMITED PARTNERSHIP

NAME

STREET ADDRESS

MAILING ADDRESS (If Different)

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

4. NAME OF LICENSEE:

Erwin T SEGGAI
NAME

2613 Dresden DR
CITY, STATE, ZIP CODE

FroweinTegga819@gmail.com
MAILING ADDRESS (If Different)

Atlanta GA 30341
CITY, STATE, ZIP CODE

Is the licensee a U.S. Citizen? _____

If not give licensee permanent alien registration # _____ and attach copy of green card.

5. NAME OF LICENSE REPRESENTATIVE (Required)

NAME

NAME

STREET ADDRESS

MAILING ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

Is the license representative a U.S. Citizen? _____

If not give license representative permanent alien registration # _____ and attach copy of green card.

6. a. Is the above address the licensee's legal and bona fide place of domicile? _____
- b. Is the above address the license representative's legal and bona fide place of domicile? _____

7. NAME AND LOCATION OF BUSINESS FOR WHICH APPLICATION IS MADE:

SILVER BAR GARILL
NAME OF BUSINESS

4634 ROCK BRIDGE RD Stan Mountain
STREET ADDRESS

Pine Lick 30079
CITY, STATE, ZIP CODE

8. DO YOU CURRENTLY HOLD OR HAVE HELD WITHIN THE LAST 10-YEARS ANY OTHER ALCOHOL BEVERAGE LICENSE OTHER THAN ONE ISSUED BY PINE LAKE? IF SO, WHERE AND IF CURRENT PROVIDE THE LICENSE NUMBER AND ISSUING AUTHORITY.

9. HAVE YOU RECEIVED, READ, AND UNDERSTAND THE CITY OF PINE LAKE BEVERAGE LICENSE ORDINANCE?

[Signature]

LICENSEE

~~LICENSE REPRESENTATIVE~~

10. AS REQUIRED BY THE ALCOHOLIC BEVERAGE LICENSE ORDINANCE OF THE CITY OF PINE LAKE, HAVE YOU INCLUDED THE FOLLOWING WITH THIS APPLICATION?

- ☐ a. A completed State of Georgia Department of Alcohol Unit form ATT-17 (if required).
- ☐ b. An affidavit of each person whose name appears on an application for a license swearing that said person has not within 5 years prior to the date of application been convicted of nor entered a plea of nolo contendere to any felony, misdemeanor, or charge related to the sale, manufacture, distribution, taxability, possession or use of alcoholic beverages or illegal drugs including the offense of driving a motor vehicle under the influence of alcohol or drugs, has not entered a guilty plea, or been convicted of a felony or a misdemeanor or a crime opposed to decency and morality. (Does not include the registered agent for service of a corporation, or LLC unless such person is a covered stockholder, member, partner, limited partner, licensee or license representative).
- ☐ c. A copy of a deed showing the applicant to be the owner of the premises for which the license is sought or a copy of a lease showing any interest the owner of the premises has in the business for which the license is sought.
- ☐ d. Consent form releasing driver history and criminal background history of each person listed herein and proof of U.S. Citizenship or alien status.
- ☐ e. 5-Year driver history which can be obtained from the Georgia State Patrol Office.
- ☐ f. For those applicants, who, within the last five year period, have resided or do reside in a state other than Georgia, the applicant must furnish a certified copy of a driver history and criminal background history from the state or state in which he/she has resided or resides to the Chief of Police of Pine Lake.
- ☐ g. If the same person is serving as the licensee and the license representative, he/she shall submit an affidavit certifying that he/she is at least twenty-one (21) years of age, a resident of DeKalb County and a manager of the business.
- ☐ h. If the licensee is not the license representative, an affidavit from the license representative certifying that he/she is at least twenty-one (21) years of age, a resident of DeKalb County and a manager of the business.
- ☐ i. If applicable, have you received a DeKalb County Health Department Food Service Permit and any other state or federal permits, etc. required for a food service establishment. If so, attach a copy of the permit.
- ☐ j. A certificate from the Pine Lake Chief of Police certifying that each person named in the application has been investigated and found not to have within 5 years prior to the date of application been convicted of nor entered a plea of nolo contendere to any felony, misdemeanor, or charge related to the sale, manufacture, distribution, taxability, possession or use of alcoholic beverages or illegal drugs including the offense of driving a motor vehicle under the influence of alcohol or drugs, has not entered a guilty plea, or been convicted of a felony or a misdemeanor or a crime opposed to decency and morality.
- ☐ k. Application processing fee of Three Hundred Fifty Dollars and No/100 (\$350.00).

VERIFICATION OF LICENSEE

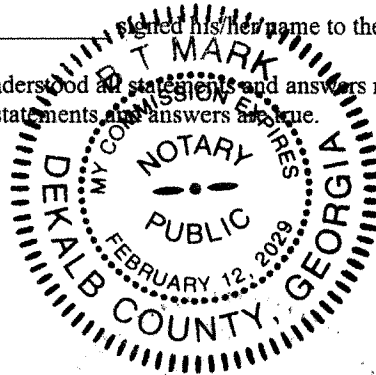
STATE OF GEORGIA, DeKalb COUNTY.

I, Freweini Tsegai, Licensee, do hereby swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

[Signature]
Applicant/Licensee Signature (Full Name in Ink)

I hereby certify that Freweini Tsegai
(Full Name of Applicant/Licensee)
signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and, under oath administered by me, has sworn that said statements and answers are true.

This 11 day of march, 2025
[Signature]
NOTARY PUBLIC
My Commission Expires: 02/12/2029
[AFFIX SEAL]



VERIFICATION OF LICENSE REPRESENTATIVE

STATE OF GEORGIA, _____ COUNTY.

I, _____, License Representative, do hereby swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions this application are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

License Representative (Full Name in Ink)

I hereby certify that _____
(Full Name of License Representative)
signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and, under oath administered by me, has sworn that said statements and answers are true.

This _____ day of _____, 19 ____.

NOTARY PUBLIC
My Commission Expires: _____
[AFFIX SEAL]

AFFIDAVIT OF LICENSEE/LICENSE REPRESENTATIVE
(ON PREMISE CONSUMPTION ONLY)

STATE OF GEORGIA, DeKalb COUNTY

The undersigned licensee hereby certifies that he/she (is not) (is) serving as licensee and the license representative of SILVER BAR GRILL CARIBBEAN RESTAURANT, that he/she is at least twenty one (21) years of age, (is not) (is) a resident of DeKalb County, and (is not) (is) a manager of the business.

[Signature]

Sworn to and subscribed before me, this
11 day of March,

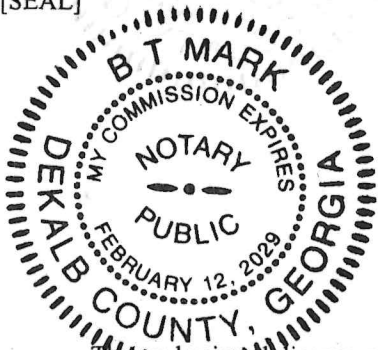
2025.

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: 02/12/2029

[SEAL]



The undersigned license representative hereby certifies that he/she is serving as the license representative of _____; that he/she is at least twenty one (21) years of age, is a resident of DeKalb County, and is a manager of the business.

Sworn to and subscribed before me, this
____ day of _____,

_____.

NOTARY PUBLIC

My Commission Expires: _____

[SEAL]

CONSENT FORM

I hereby authorize THE CITY OF PINE LAKE to receive any criminal history record information pertaining to me which may be in the files of any state and local criminal justice agency in Georgia.

Freweini Tsegai
Full Name Printed

2613 Dresden Dr Chamblee GA 30341
Address

F
Sex

B
Race

9-23-1964
Date of Birth

412-49-3655
Social Security #

U.S. Citizen ☒ Yes ☐ No
(Attach proof, if applicable)

[Signature]
Signature

NOTICE

Criminal justice agencies which disseminate criminal history records to private individuals and to public and private agencies shall advise all requestors that, if an employment or licensing decision adverse to the record subject is made, the record subject must be informed by the individual or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history record check was made, the specific contents of the record, and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision is a misdemeanor. This disclosure requirement applies to criminal justice agencies when such agencies make employment or licensing decisions adverse to record subjects.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/20/2027

3/11/2025
DATE

AFFIDAVIT

5-YEAR BACKGROUND HISTORY

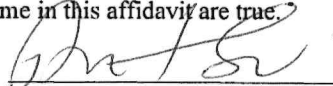
I, Freweni Tsegai, do hereby swear that I have not within 5 years prior to the date of this application been convicted or nor entered a plea of nolo contendere to any felony, misdemeanor, or charge related to the sale, manufacture, distribution, taxability, possession or use of alcoholic beverages or illegal drugs including the offense of driving a motor vehicle under the influence of alcohol or drug, has not entered a guilty plea, or been convicted of a felony or a misdemeanor of a crime opposed to decency and morality.


Applicants Signature

VERIFICATION

STATE OF GEORGIA, DEKALB COUNTY.

I, Freweni Tsegai, Licensee, do hereby subject to criminal penalties for false swearing, that the statements made by me in this affidavit are true.


Applicant's Signature (Full Name in Ink)

I hereby certify that Freweni Tsegai signed his/her name to the
(Full Name of Applicant)
foregoing affidavit after stating to me that he/she knew and understood all statements made therein, and, under oath administered by me, has sworn that said statements are true.

This 11TH day of MARCH, 2025.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 11/20/2027
[SEAL]

NED DAGENHARD
NOTARY PUBLIC
DeKalb County, Georgia
My Commission Expires 11/20/2027

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE

DL



Governor: *Bill*

Commissioner: *Janet R. Rice*



4d DL NO. **036990376** 3 DOB **09/23/1964**
9 CLASS **C** 4b EXP **09/23/2032**
2 **FREWEINI**
1 **TSEGGAI**

8 **2613 DRESDEN DR**
ATLANTA, GA 30341-5222
DEKALB

12 REST **B**
9a END **NONE**
4a ISS **09/20/2024**
15 SEX **F** 18 EYES **BLK**
16 HGT **5'-00"** 17 WGT **128 lb**

5 DD 576608470640020000



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Establishing 2025 Municipal Election Qualifying Dates

RECOMMENDATION

Approve resolution for the staff-recommended 2025 Municipal Election Qualifying Dates of August 18 through August 20, 2025 and to allow for immediate public notice and preparation.

BACKGROUND

For each election cycle, the Georgia Secretary of State's (SOS) Office presents one week of municipal election qualifying dates, allowing municipalities and/or respective election authorities to select three (3) consecutive dates within this week during which members of the public may submit documentation to the filing officer affirming their intent to run for elected office. During the three dates chosen, City Hall must remain open and staffed by the filing officer or their designee from 8:30AM-4:30PM without interruption. For 2025 municipal elections, the Secretary of State has provided the week of August 18-22, 2025.

RESOURCE IMPACT

This action has no explicit resource impact.

ATTACHMENTS

Resolution
Georgia SOS Election Schedule

A RESOLUTION SETTING AND APPROVING THE PERIOD FOR CANDIDATES TO QUALIFY TO RUN FOR ELECTION TO OFFICE AS A CITY COUNCILMEMBER, TO AUTHORIZE SIGNATURE BY THE MAYOR OF NECESSARY DOCUMENTS, TO ALLOW FOR CORRECTION OF SCRIVENER'S ERRORS, AND FOR OTHER PURPOSES

WHEREAS, the City of Pine Lake ("Pine Lake) is a Georgia Municipal Corporation, authorized and existing under the laws of the State of Georgia, and

WHEREAS, the Charter of the City of Pine Lake as restated in 2024, provides for the biennial election of ½ of the Governing Authority as provided in Code of Ordinances Section 5.11, and

WHEREAS, The Governing Authority has already set the qualifying fees for candidates who wish to seek municipal office by Resolution 2025-01, and

WHEREAS, The seats currently held by Councilmembers Woods, Bourdeaux, and Ramsey shall expire on December 31, 2025; and

WHEREAS, State law requires the City to set and establish the period of qualifying during which prospective candidates must register and qualify to be placed on the ballot in November;

NOW THEREFORE, the Governing Authority of the City of Pine Lake, in an open and public meeting, sets the Qualifying period for municipal elections for the period August 18, 2025 beginning at 8:30 a.m. until August 22, 2025 at 4:30 p.m., that the prospective candidate must qualify with the Elections Superintendent of the City, must meet the qualifications set forth in the Charter at Section 2.11 to seek and hold the office they seek as well as any and all qualifications set by General law of the State of Georgia for municipal office holders, and must pay the qualifying fee set by the Council in Resolution 2025-01, passed on January 28, 2025, that the Mayor is authorized to sign any and all documents necessary to give effect to this resolution, and the Acting City Clerk is authorized, in conjunction with the City Attorney, to correct any scrivener's errors in this Resolution.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 29th day of July 2025.

BRANDY HALL
Mayor

ATTEST:

APPROVED AS TO FORM:

NED DAGENHARD
Acting City Clerk

CHRISTOPHER D. BALCH
City Attorney

Office of the Secretary of State
Elections Division



2025 ELECTION CALENDAR AND HIGHLIGHTS

While comprehensive, not all events are listed. The purpose of this calendar is to provide information on deadlines for election activities. When the last day for the exercise of any privilege or discharge of any duty fall on a Saturday, Sunday, or legal holiday, the next succeeding business day shall be the last day to exercise such duty. O.C.G.A. § 21-2-14.

Click the link to access [O.C.G.A. TITLE 21 – ELECTION CODE](#)

ELECTION	ELECTION DATE	ADVANCE VOTING DATES	REGISTRATION DEADLINE
Special Election	March 18, 2025	February 24 – March 14	2/18/2025
Special Election Runoff	April 15, 2025	As soon as possible, but no later than April 7 – April 11	2/18/2025
Special Primary Public Service Commissioner (PSC) /Special Election	June 17, 2025	May 27 – June 13	5/19/2025
Special Primary Runoff Public Service Commissioner (PSC)/Special Election Runoff	July 15, 2025	As soon as possible, but no later than July 7 – July 11	5/19/2025
Special Election	September 16, 2025	August 25 – September 12	8/18/2025
Special Election Runoff	October 14, 2025	As soon as possible, but no later than October 6 – October 10	8/18/2025
Municipal General /Special Election – Public Service Commissioner (PSC)	November 4, 2025	October 14 – October 31	10/6/2025
Municipal General /Special Election Runoff – Public Service Commissioner (PSC)	December 2, 2025	As soon as possible, but no later than November 24 – November 28	10/6/2025

December 30, 2024	<u>FIRST DAY TO ACCEPT ABSENTEE APPLICATIONS FOR THE MARCH 18th SPECIAL ELECTION</u> Except as otherwise provided in Code Section 21-2-219 or for advance voting described in subsection (d) if Code Section 21-2-385, not earlier than 78 days or less than 11 days prior to the date of the primary or election, or runoff of either, in which the elector desires to vote, any absentee elector may make, either by mail, facsimile transmission, by electronic transmission, or in person in the registrar's or absentee ballot clerk's office, an application for an official ballot of the elector's precinct to be voted at such primary, election, or runoff. O.C.G.A. § 21-2-381(a)(1)(A)
January 1, 2025	<u>EARLIEST DAY FOR WRITE-IN CANDIDATES TO FILE/PUBLISH NOTICE OF INTENT</u>

Office of the Secretary of State
Elections Division



2025 ELECTION CALENDAR AND HIGHLIGHTS

August 18, 2025	<p><u>FIRST DAY TO ACCEPT ABSENTEE APPLICATIONS FOR THE NOVEMBER 4th GENERAL/SPECIAL ELECTION</u></p> <p>Except as otherwise provided in Code Section 21-2-219 or for advance voting described in subsection (d) if Code Section 21-2-385, not earlier than 78 days or less than 11 days prior to the date of the primary or election, or runoff of either, in which the elector desires to vote, any absentee elector may make, either by mail, facsimile transmission, by electronic transmission, or in person in the registrar's or absentee ballot clerk's office, an application for an official ballot of the elector's precinct to be voted at such primary, election, or runoff.</p> <p>O.C.G.A. § 21-2-381(a)(1)(A)</p>
August 18, 8:30 a.m. through August 22, 4:30 p.m.	<p><u>MUNICIPAL QUALIFYING PERIOD</u></p> <p>Each candidate for municipal office or a designee shall file a notice of candidacy in the office of the municipal superintendent of such candidate's municipality during the municipality's qualifying period. Each municipal superintendent shall designate the days of the qualifying period, which shall be no less than three days and no more than five days. The days of the qualifying period shall be consecutive days. Qualifying periods shall commence no earlier than 8:30 A.M. on the third Monday in August immediately preceding the general election and shall end no later than 4:30 P.M. on the following Friday; and, in the case of a special election, the municipal qualifying period shall commence no earlier than the date of the call and shall end no later than 25 days prior to the election. 21-2-132 (d)(4)</p>
August 22, 2025	<p><u>DEADLINE TO SEND COPIES OF POLL WATCHER DESIGNATION LETTERS TO SUPERINTENDENT</u></p> <p>At least three days prior to the beginning of the advance voting period, a copy of the letter shall be delivered to the superintendent and the chief registrar of the county or municipality in which the poll watcher is to serve. O.C.G.A. § 21-2-408(b)(3)(A); SEB Rule 183-1-13-.03</p>
August 22, 2025	<p><u>LAST DAY TO COMMENCE LOGIC & ACCURACY TESTING</u></p> <p>The last day for the superintendent to test each direct recording electronic unit and memory card to confirm that the direct recording electronic units and the memory cards are in proper working order is the third day preceding the election. Representatives of political parties and bodies, media and the public shall be permitted to observe the tests. O.C.G.A. § 21-2-379.6(c); SEB Rule 183-1-12(.03)</p>



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Local Maintenance Improvement Grant (LMIG) Resurfacing Project- Rejection of Bids

RECOMMENDATION

Approve resolution for rejection of the bids received on July 3, 2025 for the 2025 Local Maintenance Improvement Grant (LMIG) Resurfacing Project.

BACKGROUND

Staff initiated a service procurement process, opening bids on July 3, 2025. Four bidders submitted proposals; however, upon review, staff found all submissions to be non-responsive.

The following companies submitted bids for the subject project:

Construction 57, Inc	\$1,262,210.00
Shepco Paving, Inc	\$1,003,191.75
A&S Paving	\$1,096,100.00
Triple R Paving	\$ 918,259.98

All bidders were found to be non-responsive to the City's service proposal.

RESOURCE IMPACT

There are no budget implications for bid rejection

ATTACHMENTS

Resolution

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO
REJECT ALL BIDS SUBMITTED IN RESPONSE TO THE CITY'S REQUEST FOR
PROPOSALS AS AUTHORIZED BY COUNCIL ACTION ON JUNE 24, 2025 DUE TO
THE PROPOSALS RECEIVED NOT BEING ADEQUATELY RESPONSIVE TO THE
CITY'S REQUESTS AND NEEDS AS DEFINED IN THE BID DOCUMENTS**

WHEREAS, The Governing Authority authorized the release of bid documents and solicitations for proposals for LMIG funded resurfacing projects within the City of Pine Lake on June 24, 2025; and

WHEREAS, The City posted the Requests for Proposal on or about June 8, 2025; and opened sealed bid packets on July 3, 2025; and

WHEREAS, The Administration and the Bid Review Committee have determined that all bids are not responsive to the documents and conditions identified in the bid documents;

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Pine Lake, Georgia, the City Manager, or his designee, is authorized to reject as non-responsive all bids received by the City and to re-release new bid documents to the public for review and response by qualified applicants.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 29th day of July, 2025.

BRANDY HALL
Mayor

ATTEST:

APPROVED AS TO FORM:

NED DAGENHARD
Assistant City Clerk

CHRISTOPHER D. BALCH
City Attorney



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Pine Lake Dam Inspection

RECOMMENDATION

Approve resolution for the acceptance of the proposal from AECOM for \$13,422 to conduct an inspection of the Pine Lake Dam and the authorization of a pending proposal from Avalon Tree Services in the amount of \$12,500 to provide slope mowing services to manage the vegetation of the downstream dam face for inspection access.

BACKGROUND

The Public Works Director and I recommend the noted dam inspection to ensure the health and safety of the structure and to formally document any deficiencies of the structure. Noted deficiencies will be assessed and engineering and construction estimates will be presented for approval and action.

AECOM will utilize Georgia Environmental Protection Division Safe Dam protocols for inspection. AECOM will conduct an existing data review, perform the dam inspection, and generate an inspection report to utilize in the development of engineering and construction remedies for noted deficiencies. The slope mowing services will require the closure of the Pine Lake Dam walking trail for approximately three (3) days. The dam inspection will commence shortly after vegetation management has concluded.

RESOURCE IMPACT

This project shall be funded using the Small Cities Intergovernmental Agreement Fund 300. The line item for this expenditure shall be 300.0000.0000.52140 (Contracted Services).

ATTACHMENTS

Resolution
AECOM Proposal
Avalon Tree Services Bid

A RESOLUTION APPROVING EXPENDITURES FOR PINE LAKE DAM INSPECTION BY
AECOM AND AVALON TREE SERVICES FOR MAINTENANCE OF THE DAM, TO
AUTHORIZE SIGNATURE BY THE MAYOR OF NECESSARY DOCUMENTS, TO ALLOW
FOR CORRECTION OF SCRIVENER’S ERRORS, AND FOR OTHER PURPOSES

WHEREAS, the City of Pine Lake (“Pine Lake) is a Georgia Municipal Corporation, authorized and existing under the laws of the State of Georgia, and

WHEREAS, the Charter of the City of Pine Lake as restated in 2024, authorizes the City to contract for necessary city services, and

WHEREAS, The City’s on-call engineering contractor has provided a task order estimate of \$13,422 to conduct a civil engineering inspection under the State of Georgia’s Safe Dams Program protocols, and

WHEREAS, The City has received an estimate from Avalon Tree Services in the amount of \$12,500 to perform maintenance and mowing services to the down stream slope of the dam as required for inspection access; and

WHEREAS, The Administration has provided a funding source and line item for this project as being specifically authorized in the SPLOST II Intergovernmental Agreement with DeKalb County in an amount up to \$50,000;

NOW THEREFORE, the Governing Authority of the City of Pine Lake, in an open and public meeting, approves the task order to AECOM and the contract with Avalon Tree Services in an amount not to exceed \$25,922 that the Mayor is authorized to sign any and all documents necessary to give effect to this resolution, and the Acting City Clerk is authorized, in conjunction with the City Attorney, to correct any scrivener’s errors in this Resolution.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 29th day of July 2025.

BRANDY HALL

Mayor

ATTEST:

APPROVED AS TO FORM:

NED DAGENHARD

Acting City Clerk

CHRISTOPHER D. BALCH

City Attorney

June 05, 2025
transmitted via email

Bernard Kendrick
Public Works Director
City of Pine Lake
425 Allgood Road
Pine Lake, GA 30072
bernardkendrick@pinelakega.net

**Task Order 03 Proposal Pine Lake Dam Inspection
On-Call Engineering Services for City of Pine Lake**

Dear Bernard:

AECOM appreciates the opportunity to submit this proposal to assist the City of Pine Lake in assessing the condition of the Pine Lake Dam.

The proposed project scope includes one-time inspection of Pine Lake Dam located in the City of Pine Lake (City), DeKalb County to visually inspect the current condition of the dam.

1 Scope of Work

A. Existing Data Review

- AECOM will review available design or as-built drawings and past inspection reports provided by the City. We will conduct a EPD file search if existing drawings/reports are not available.

B. Dam Inspection

- AECOM will coordinate with the City to schedule the one-time inspection.

C. Inspection Report

- AECOM will prepare a draft report summarizing the results of the inspection, including the inspection form supplemented by photos for Pine Lake Dam. The draft report will be submitted for City review. Once comments are addressed, AECOM will submit the final report to the City.

2 Deliverable

AECOM will produce an inspection report that includes:

- A summary of any issues identified in the drawings or file search that have not been addressed will be included in the visual inspection results.
- GA Safe Dam Embankment Form/Check List.

- Photographs will include crest, upstream slope, downstream slope, any notable features and areas that require corrective actions.

3 Schedule

Estimated duration to complete this task is 30 calendar days. Dam inspection will be tentatively performed in July 2025 when AECOM Sr. Professional Engineer is available in Atlanta to reduce costs.

No.	Phase	Duration (Calendar Days)
1	Existing Data Review	14
2	Dam Inspection	2
3	Inspection Report	14
Total		30

4 Proposed Fee

AECOM effort for this TASK Order 03 for proposed scope of services is:

Task	PM	Sr . Prof. Eng.	ENG II	Admin Assit	Total
	\$226	\$285	\$135	\$105	
1. General					
Project Management & Coordination	8			4	12
Subtotal Hours	8			4	12
Subtotal Cost	\$1,808			\$420	\$2,228
2. Dam Inspection					
Review of Existing Drawings and Reports	2	4	6		12
Dam Inspection	1	12	12		25
Inspection Report	1	4	12		21
Subtotal Hours	4	20	34		58
Subtotal Cost	\$904	\$5,700	\$4,590		\$11,194
Total Hours	12	20	34	4	70
Total Cost	\$2,712	\$5,700	\$4,590	\$420	\$13,422

This work will be performed on a time and materials basis in accordance with the terms and conditions of AECOM's consulting services agreement. AECOM will not exceed the estimated total fee without prior authorization from the City.

5 Assumptions and Exclusions

The following is assumed and excluded from our scope of services:

- Assumptions
 - AECOM will coordinate with the City to gain access to the dam site
- Exclusions
 - Design services for remediation or preparation of cost estimates.
 - Coordination with the GA EPD Safe Dams if needed.
 - Site survey and investigations

If you should have any questions during your review of this proposal, or if you desire additional information, please contact me at 404.295.6087 (tina.houston@aecom.com) or Shahid Jamil at 404.330.7068 (shahid.jamil@aecom.com).

Sincerely,



Tina S. Houston
Vice President, Water CI, GA/AL/TN
AECOM Technical Services, Inc.



Shahid Jamil
Project Manager

ESTIMATE

Avalon Tree Services LLC
375 Rockbridge Rd NW Ste 172-
253
Lilburn, GA 30047

info@avalontrees.com
+1 (770) 807-4444
www.avalontrees.com



Bill to
Bernard Kendrick
425 Allgood Road
Pine Lake, GA 30072
United States

Ship to
Bernard Kendrick
425 Allgood Road
Pine Lake, GA 30072
United States

Estimate details
Estimate no.: 2976
Estimate date: 07/09/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Services	Prune underbrush and small trees up to 1 foot by the creek side. (Job will take 3 days to complete) *No heavy equipment will be used.	1	\$12,500.00	\$12,500.00
Total						\$12,500.00

Note to customer
Thank you and have a great day!

This quote is valid for the next 30 days, after which values may be subject to change.

Accepted dateAccepted by

COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D. Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Records Management System (RMS) Upgrade

RECOMMENDATION

Approve the resolution and attached contract authorizing the upgrade from the current CourtWare Solutions (RMS) records management system to the JusticeOne (RMS) records management system.

BACKGROUND

The Pine Lake Police Department and Municipal Court currently utilize CourtWare Solutions for all records management system (RMS) needs—including in-car CloudCop, office computers, and court services. CourtWare has announced the “end of life” for their current system effective January 31, 2025, which means no further technical support is provided.

CourtWare has recommended transitioning to their new platform, JusticeOne, which offers improved functionality, enhanced features, and robust support. We participated in a demo and training session with JusticeOne and were pleased with the system's capabilities. The upgrade is virtual with no additional conversion fee.

RESOURCE IMPACT

JusticeOne operates on an offender-based model with two payment options: a pay-per-violation rate of \$38.00 per paid violation or a flat monthly rate of \$900.00 (\$10,800 annually). Since “paid violations” refer to citations for which payment has been received—and the City’s current rate with CourtWare is \$26.50 per paid violation—an analysis of citation volume and budget impact (performed by Court Services) indicates that the flat monthly rate is the more cost-effective option for the department.

ATTACHMENTS:

Resolution
License Agreement



A RESOLUTION APPROVING THE CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE CHANGE OF VENDOR FOR COURT RECORD SERVICES FROM COURTWARE SOLUTIONS TO JUSTICE ONE SOLUTIONS, AND FOR OTHER PURPOSES

WHEREAS, the City of Pine Lake ("Pine Lake) is a Georgia Municipal Corporation, authorized and existing under the laws of the State of Georgia, and

WHEREAS, the Charter of the City of Pine Lake as restated in 2024, authorizes the City to contract for necessary city services, and

WHEREAS, The Administration has informed the Council that the City's current vendor for Court and Police records maintenance has ceased support for the product used by the City, and

WHEREAS, the Governing Authority expressly finds that the option provided by JusticeOne at a monthly flat fee of \$900 (\$10,800 annually) presents the best and most cost-effective option for the City's utilization of records management.

NOW THEREFORE, the Governing Authority of the City of Pine Lake, in an open and public meeting, approves the contract with JusticeOne for providing all records management for police and court services at an annual cost not to exceed \$10,800, that the Mayor is authorized to sign any and all documents necessary to give effect to this resolution, and the Acting City Clerk is authorized, in conjunction with the City Attorney, to correct any scrivener's errors in this Resolution.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 29th day of July 2025.

BRANDY HALL
Mayor

ATTEST:

APPROVED AS TO FORM:

NED DAGENHARD
Acting City Clerk

CHRISTOPHER D. BALCH
City Attorney



Contract Identification:

Number: - KS - Pine Lake, GA - 20250127

-NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GA
 COUNTY OF: DeKalb

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a non-exclusive license to:

Pine Lake, GA

(Licensee)

462 Clubhouse Drive

Pine Lake

GA

30072

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	NOTES
JusticeONE RMS	13	Included
JusticeONE Mobile	12	Included
Court Management	1	Included
NCIC	12	Included (RMS)
Data Migration NRMS	1	Included
Data Migration VCMS	1	Included
JusticeONE Pay	1	5.5% both OLP & POS
NCIC	1	Included (Court)

\$ 0.00 dollars per violation or \$ 900.00 minimum monthly billing, whichever is greater.
 \$900.00 Flat Monthly Rate.

Price includes the following services: Installation, Online Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on _____ to which witness our hands and seal of office.

Licensee

JusticeONE

Signature:

Signature: *Kevin Seay*

Print:

Print: Kevin Seay

Title:

Title: Account Executive

Date

Date:

Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of JusticeONE (JSO) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of JusticeONE Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than 90 Days prior to the Expiration Date, the Licensee shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Licensee's data files retained by JSO pursuant to this Agreement, to another data format that the Licensee desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Licensee.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Licensee certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the Licensee, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods of JSO's retainer hereunder, JSO shall provide data processing services to the Licensee and its various departments. JSO agrees to provide any necessary training to the Licensee's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Licensee will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Licensee acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Licensee shall be governed by this Agreement.

13. DATA FILES

The Licensee's data files and the data contained therein shall be and remain the Licensee's property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement. The Licensee's data shall not be utilized by JSO for any purpose other than that of rendering services to the Licensee under this Agreement, nor shall the Licensee's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION *

Commencing 08/01/2025 the Licensee shall pay to JSO, initial (one-time) payment of \$ 0.00 for the first year, then, monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 900.00 monthly fee (each month), annually at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 annual fee (each year), one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 single payment (one-time fee), monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 0.00 per paid violation or a minimum monthly amount of \$ 900.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Licensee 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Licensee will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Licensee shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by Licensee hereunder JSO shall notify the Licensee in writing of the facts constituting default. If the Licensee shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. DATA SHARING

If used the Licensee consents and agrees to JusticeONE's collection and use of all law enforcement and court data provided by Licensee to JusticeONE, including but not limited to the Shared Data. Although the Licensee acknowledges and agrees that JusticeONE collects data as a part of its ordinary business activity and JusticeONE may use, distribute, sell and reproduce such data at its sole and absolute discretion, Licensee also specifically consents and agrees to JusticeONE's providing the Shared Data to any and all of those persons and entities participating in JusticeONE's Data Sharing network. Licensee acknowledges and agrees that JusticeONE is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Licensee agrees to provide accurate Shared Data to JusticeONE, and Licensee acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by JusticeONE, including but not limited to the Shared Data.



Contract Identification:

Number: - KS - Pine Lake, GA - 20250127

or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES *

JSO will provide the Licensee with Such Special services or supplies reasonably requested or approved by the Licensee including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Licensee and JSO agree upon the fee therefore, and that the Licensee approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Licensee agrees to retain and employ JSO as an independent Contractor, and JSO agrees to

Serve the Licensee upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence 08/01/2025 and shall continue for 1 year from commencement date. Licensee shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Licensee elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Licensee informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

Licensee agrees that it will not provide JusticeONE with any data that cannot be lawfully disclosed to other persons or entities by JusticeONE. Licensee further warrants that all Shared Data provided by Licensee to JusticeONE is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Licensee agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Licensee to JusticeONE, including but not limited to the Shared Data.

Licensee agrees that Licensee will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Licensee agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Licensee, whether electronically, in paper format, or otherwise, any of the Shared Data that Licensee receives from JusticeONE, unless prior written consent is given by JusticeONE. Licensee agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Licensee immediately upon ceasing to be an employee of or under contract with Licensee.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Licensee, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

17. MULTI-FACTOR AUTHENTICATION REQUIREMENT

To ensure the highest level of security and protection for all users, it is mandatory for all JusticeONE users to set up and use Multi-Factor Authentication (MFA) in Microsoft. This added layer of security is a CJI requirement and is crucial in safeguarding sensitive information and maintaining the integrity of the system. Failure to comply with this requirement may result in restricted access or termination of user privileges.

* Definition of a "Paid" Violation: Any violation in which a payment has been received.



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: City of Milton's Multi-City Amicus Brief

RECOMMENDATION

Approve resolution authorizing participation in an Amicus Brief in the Chang v. City of Milton appeal pending before the Georgia Supreme Court.

BACKGROUND

Through Mayor Brandy Hall, the City of Pine Lake received a request from Mayor Peyton Jamison and City Attorney Ken Jarrard of the City of Milton, Georgia to participate in a resolution of support for a Multi-City Amicus Brief. The enclosed resolution explains the legal case.

"Dear Mayors,

I'm forwarding an email from our City Attorney, Ken Jarrard, which includes an important resolution for your review.

If I haven't had the chance to reach out to you personally yet, please know this case carries significant implications statewide, and your city's involvement would make a meaningful difference.

The deadline to join the Multi-City Amicus Brief is quickly approaching—**July 24th [since changed to August 4th]**—and we would sincerely appreciate your city opting in to support this effort.

Please don't hesitate to reach out with any questions. I look forward to speaking with each of you soon.

Warm regards,
Peyton"

"Honorable Mayors:

Peyton Jamison, City of Milton Mayor, has been in contact with some/all of you regarding the Chang v. City of Milton litigation. As most of you know, on June 24 the Supreme Court of Georgia granted the City's petition for certiorari agreeing to hear the case. This is the litigation where the City of Milton was the subject of a \$35 million+ damages award due to the existence of a masonry planter

Stanley D Hawthorne
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located along the shoulder of a Milton roadway. Prior to the regrettable collision that is the subject of the litigation, the planter had existed in the City's right of way for decades with no issue.

The City has been and remains concerned that, without assistance from the Supreme Court, a rule of law may develop in Georgia where benign fixed objects along the shoulder – become sources of tremendous liability exposure. That is why an unprecedented number of Georgia cities (58 cities in the amicus brief, alone) joined in a multi-city amicus asking the Supreme Court to take the case. Through our combined efforts, the Supreme Court has agreed to do that. Now we must make one final push to try and demonstrate that the rule of law set forth by the Court of Appeals is bad for cities and bad for Georgia. Preparation of the multi-city brief is underway and will be presented to each of your(s) city attorneys for review prior to filing.

What we need now, however, is your City's consent to join the multi-city amicus brief. A 'form' resolution is attached above for your consideration. If you could review, fill in the blanks, secure City Council approval, and return to dromano@jarrard-davis.com it would be greatly appreciated. We will keep count as to what cities have "opted in" and provide timely updates to everyone.

Right now, Milton's principal brief is due July 14 with any amicus to be filed by July 24, 2025. Those dates may be pushed back – but that is the current timeline. The City of Milton is appreciative of anything you can do to help in this regard.

Thank you in advance

Ken Jarrard"

RESOURCE IMPACT

Correspondence and transmittal costs of resolution, if approved, are negligible.

ATTACHMENTS

Resolution

**RESOLUTION OF THE CITY OF PINE LAKE, GEORGIA (the “CITY”) AUTHORIZING
PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL PENDING
BEFORE THE GEORGIA SUPREME COURT**

WHEREAS, the Chang v. Milton litigation involves a claim of liability against the City of Milton, Georgia, for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, on September 16, 2024, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 373 Ga. App. 667 (2024) (Court of Appeals ruling);

WHEREAS, on June 24, 2025, the Supreme Court of Georgia granted certiorari, Supreme Court docket number S25G0476;

WHEREAS, the Georgia Supreme Court identified three issues upon which it wanted the Parties to focus in their appellate briefing:

1. Is the design and placement of objects on a shoulder of a roadway part of the ministerial duty of a municipality to keep its “streets and sidewalks in a reasonably safe condition” or is it a governmental function? Compare Mayor, Etc., of Dalton v. Wilson, 118 Ga. 100 (44 SE 830) (1903) with Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (165 SE2d 141) (1968). See generally OCGA § 36-33-1.
2. Is the placement of a planter on the shoulder of a roadway a “defect[] in the public roads of [the municipality’s] municipal street system”? See OCGA § 32-4-93 (a).
3. For municipal immunity to be waived under the circumstances of this case, must the plaintiff show that the municipality violated its ministerial duty to keep its “streets and sidewalks in a reasonably safe condition” and that the planter on the shoulder of the roadway is a “defect[] in the public roads of [the municipality’s] municipal street system”? Please address the interplay between OCGA § 36-33-1 and OCGA § 32-4-93 (a).

WHEREAS, the CITY believes that answers to the above legal questions are of significant value to its citizens and residents;

WHEREAS, the CITY believes that Supreme Court guidance on such questions may lead to the Court of Appeals ruling being overturned

WHEREAS, the CITY believes the Court of Appeals ruling is inconsistent with existing legal precedent; and,

WHEREAS, the CITY believes that it is in the best interests of the health, welfare, and safety of its citizens that the Court of Appeals ruling be reversed and that the questions presented by the Supreme Court be answered in a way that benefits Georgia's cities.

NOW THEREFORE BE IT RESOLVED, each of the "WHEREAS" paragraphs above are expressly adopted as the findings and conclusions of fact by the Governing Authority, that the CITY does hereby expressly authorize participation in an amicus brief before the Georgia Supreme Court asking that the Court of Appeals ruling be reversed and that the Supreme Court's three proffered questions be answered in a way that is legally advantageous to Georgia's cities. An amicus brief so tendered may include the City's name as a participating party. The Mayor is expressly authorized to sign, on behalf of the City in her representative capacity, the brief prepared and filed by Council for Amici Georgia Cities.

This 29th day of July, 2025.

BRANDY HALL, Mayor

ATTEST:

Approved as to Form:

Ned Dagenhard
Acting City Clerk

Christopher D. Balch
City Attorney

[SEAL]



COUNCIL AGENDA MEMORANDUM (CAM)

TO: Honorable Mayor and Council Members

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: July 29, 2025

TITLE: Embrace Civility (*City of Civility* Renewal)

RECOMMENDATION

As a means of renewing the City's 2023 commitment to practice civility during discourse and deliberation in all venues of governance, staff recommends City Council adopt the Resolution.

BACKGROUND

In 2023, the Georgia Municipal Association (GMA) launched the initiative, "Embrace Civility," citing data that reported 93% of Americans feel that a lack of civility in discourse is a problem. In response, that same year saw the City Council of Pine Lake adopt Resolution R-2023-04, which expressed the Council's support of the nine (9) "pillars of civility," as defined by the GMA:

- 1) **Be Considerate of Others' Opinions**, "It's okay to disagree."
- 2) **Manage Your Emotions**, "Get curious instead of furious."
- 3) **A Silent Voice is Not Always a Weak Voice**, "Sometimes it's okay not to respond."
- 4) **Be Kind**, "Make your point about the issue, not the person."
- 5) **Actively Listen**, "...to learn how to engage respectfully!"
- 6) **Think About the Impact**, "...of your actions and not the intent."
- 7) **Ask Questions to Learn**, "Answer questions with respect."
- 8) **Remember the Acronym QTIP**, "Quit taking it personally."
- 9) **Have Empathy**, "Just because you have not experienced it, does not mean it does not exist."

Civility Pledge

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy, and openness. We value all input. We commit to conducting ourselves at all times with civility and courtesy to each other.

RESOURCE IMPACT

This action has no explicit resource impact.

ATTACHMENTS

Resolution
GMA, "Embrace Civility"

Stanley D Hawthorne
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**A RESOLUTION
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF PINE LAKE**

WHEREAS, the City Council of the City of Pine Lake (the “Council”), the governing body of the City of Pine Lake, Georgia (the “Municipality”), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and City; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Pine Lake pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Pine Lake.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the City Council’s commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Pine Lake expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

ADOPTED this ____ day of _____, 20__.

Mayor

Council Member

Council Member

Council Member

Council Member

Council Member

City Attorney

ATTEST:

City Clerk

Embrace Civility (gacities.com)

Civility is more than just politeness. It is about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one's preconceptions and teaching others to do the same. Civility is the hard work of staying present even with those with whom we have deep-rooted and fierce disagreement.*

Why Civility Matters for Cities and Organizations

- Civil behavior and speech are critically important to a healthy, functional and respectful society.
- A 2019 survey revealed that 93 percent of Americans believe that incivility is a problem, with 68 percent identifying incivility as a major problem.**
- Cities need a plan to counteract the growing polarization and challenges caused by incivility.



"Civility fosters respect, trust, and belonging. By modeling and practicing civility, city and organization leaders set an expectation that vigorous debate and vetting of ideas can be respectful and productive, leading to better engagement and outcomes for all. "

Larry Hanson, CEO and Executive Director, Georgia Municipal Association

9 Pillars of Civility

Be considerate of others' opinions. It's ok to agree to disagree.

Manage your emotions. Get curious instead of furious.

A silent voice is not always a weak voice. Sometimes it's ok not to respond.

Be Kind! Make your point about the issue, not the person.

Actively listen, to learn how to Engage respectfully!

Think about the impact of your actions and not the intent.

Ask questions to learn. Answer questions with respect.

Remember the acronym QTIP (Quit Taking It Personal).

Have empathy! Just because you have not experienced it, does not mean it does not exist.