

**CITY OF PINE LAKE, GEORGIA  
ORGANIZATIONAL MEETING, PUBLIC HEARING,  
& REGULAR SESSION AGENDA  
COUNCIL CHAMBERS, JANUARY 9, 2024 @ 7:00PM  
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 – ORGANIZATIONAL MEETING**

**Oath of Office** – Swearing in of Newly Elected Officials

Brandy Hall – Mayor

Jeff Goldberg – Council Member

Thomas Torrent – Council Member

**Adjourn Organizational Meeting**

**CALL TO ORDER – REGULAR MEETING**

**PUBLIC HEARING** – Alcoholic Beverages Privilege License Application - Family Dollar Stores of Georgia, LL/dba/Family Dollar #30681: 4615 Rockbridge Rd, Pine Lake, GA – For Retail Sell of Beer and Wine

**ANNOUNCEMENTS/COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**ADOPTION OF MINUTES**

- Regular Meeting – December 19, 2023

**PUBLIC COMMENTS – 3 minutes each please**

**OLD BUSINESS**

**NEW BUSINESS**

1. Alcoholic Beverages Privilege License Application – Family Dollar Stores of Georgia, LLC/dba/Family Dollar #30681: 4615 Rockbridge Rd, Pine Lake, GA – For Retail Packaged Sell of Beer and Wine
2. Subaward Agreement between DeKalb County, GA and the City of Pine Lake - American Rescue Plan Coronavirus Local Fiscal Recovery Fund Disbursement of Funds to the City of Pine Lake for Poplar Park - \$53,250.00
3. Consideration of Change of Council Meeting Times and the Establishment of a Monthly Work Session Meeting

**REPORTS AND OTHER BUSINESS**

- **Public Comments – 3 minutes each please**
- **Staff and Committee Reports**
  - Administration, Courts, and Public Works – City Manager
  - Public Safety – Chief of Police
- **Reports/Comments**
  - Mayor
  - City Council
- **Information for “The Pine Lake News” eblast.**

**ADJOURNMENT**

**MAYOR**

Melanie Hammet - Outgoing  
Brandy Hall - Incoming

**COUNCIL MEMBERS**

Jean Bordeaux, Mayor pro tem  
Tracey Brantley - Outgoing  
Nivea Castro – Outgoing  
Jeff Goldberg – Incoming  
Thomas Torrent - Incoming  
Augusta Woods

**ADMINISTRATIVE STAFF**

ChaQuias Miller-Thornton  
City Manager

Sarai Y’Hudah-Green  
Chief of Police

Ned Dagenhard  
Assistant City Clerk

Susan Moore  
City Attorney

**CITY OF PINE LAKE**  
425 ALLGOOD ROAD  
P.O. BOX 1325  
PINE LAKE, GA 30072

404-999-4901

[www.pinelakega.net](http://www.pinelakega.net)

**CITY OF PINE LAKE**  
**SPECIAL CALL MEETING MINUTES**  
**December 19<sup>th</sup>, 2023 at 7:00 PM**  
**Council Chambers**  
**459 Pine Drive, Pine Lake, GA**

**Call to Order:** Mayor Melanie Hammet called the Special Call Meeting to order at 7:00pm.

Present: Mayor Melanie Hammet, Mayor Pro Tem Jean Bordeaux, Council Member Tracey Brantley, Council Member Nivea Castro, and Council Member Augusta Woods. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Administrative Coordinator Missye Varner, and Assistant City Clerk Ned Dagenhard.

**Announcements & Communications**

Mayor Hammet announced the beginning of her final City Council meeting as Mayor of Pine Lake, and expressed gratitude to her fellow elected officials, the City staff, and the citizens of Pine Lake.

Administrative Coordinator Missye Varner presented a Citizenship Award to Henry Witherspoon, a young resident of Pine Lake who proposed donation of his personal basketball goal to be used at the Pine Lake tennis court/recreation area. (NOTE: due to restrictive use of the tennis courts, installation was not permitted.) The award was accepted by Henry's mother on his behalf.

Mayor Hammet introduced a Proclamation before Council, stating that for the past seven years, Pine Lake has been governed by all-women leadership. Mayor Hammet listed the women who have held such leadership positions throughout the seven-year period and offered to them gratitude and congratulations.

City Manager Miller-Thornton read a Georgia House Bill presented by Representative Viola Davis recognizing the tenure of Mayor Hammet as Mayor of Pine Lake.

**Adoption of Agenda of the Day**

Mayor Hammet asked to amend the Agenda of the Day to include New Business item number 6, Resolution R-29-2023. Council Member Castro moved to adopt the agenda of the day as amended; Mayor Pro Tem Bordeaux seconded, and the motion passed unanimously.

**Adoption of the Minutes**

- Regular Meeting – December 12<sup>th</sup>, 2023

Council Member Woods moved to adopt the Minutes from the December 12<sup>th</sup> 2023 Regular Meeting; Council Member Castro seconded, and the motion passed 3-0-1 with Mayor Pro tem Bordeaux, Council Member Castro and Council Member Woods voting in favor of the motion. No members voted

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against the motion and Council Member Brantley abstained because she was not present for the December 12, 2023 meeting.

**Old Business**

**None.**

**New Business**

**1. Presentation of FY2022 Audit Report – James Whitaker P.C.**

The City's Auditor James Whitaker presented the FY2022 Audit Report. Mr. Whitaker noted that Pine Lake did not incur any new debt in FY2022. He gave final audit findings regarding the City's general fund revenues, expenditures, and reserves, and referred to the City's financial portfolio as, "in very good shape." No action was taken by City Council.

**2. 2024 Appointment – City Auditor and Letter of Engagement – Auditor Services - For year ending December 31, 2023 – James Whitaker P.C.**

City Manager Miller-Thornton presented a Letter of Engagement for continued partnership with the current City Auditor James Whitaker for financial audit and reporting services relevant to the 2023 fiscal year. Council Member Castro moved to approve the Letter of Engagement dated December 18, 2023 and to approve the 2024 Appointment; Mayor Pro Tem Bordeaux seconded, and the motion passed unanimously.

**3. 2024 Appointment - City Solicitor – Jonathan Kester**

City Manager Miller-Thornton requested Council consideration for continued partnership with the current City Solicitor Jonathan Kester. Council Member Woods moved to approve the 2024 Appointment; Council Member Castro seconded, and the motion passed unanimously.

**4. Resolution R-27-2023 – FY2024 Budgets Adoption**

City Manager Miller-Thornton presented the FY2024 Budget, with references to all revisions made from initial presentation to date. Council Member Castro commented on the quality of the budget process undertaken by City Manager Miller-Thornton and added that she had no questions or comments due to the multiple sessions held during the FY2024 budget adoption process. Mayor Pro Tem Bordeaux moved to approve Resolution R-27-2023 to adopt the City's FY2024 budgets; Council Member Castro seconded, and the motion passed unanimously.

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**5. Resolution R-28-2023 – Confirmation of December 12, 2023 Executive Session**

Council Member Woods moved to approve Resolution R-28-2023 confirming the December 12<sup>th</sup>, 2023 Executive Session; Mayor Pro Tem Bordeaux seconded, and the motion passed 3-0-1 with Mayor Pro tem Bordeaux, Council Member Castro and Council Member Woods voting in favor of the motion. No members voted against the motion and Council Member Brantley abstained.

**6. Resolution R-29-2023 – FY2023 Budget Amendment**

City Manager Miller-Thornton presented a FY2023 Budget Amendment for the purpose of reconciling the Capital Improvements Fund. Mayor Pro Tem Bordeaux moved to adopt Resolution R-29-2023; Council Member Castro seconded, and the motion passed unanimously.

**Reports and Other Business**

**ChaQuias Miller-Thornton — City Manager (Director of Administration, Courts and Public Works)**

Please refer to [the link](#) to access the City Manager's report dated December 19<sup>th</sup>, 2023. The City Manager reports are on file at City Hall for reviewing.. Please email [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

**Chief Sarai Y'Hudah-Green — Chief of Police, Public Safety**

Please refer to [the link](#) to access the Police/Public Safety report dated December 12<sup>th</sup>, 2023. No Police/Public Safety report was presented for the December 19<sup>th</sup>, 2023 Special Call Meeting. The Police/Public Safety reports are on file at City Hall for reviewing. Please email [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

**Pine Lake News E-Blast**

**Upcoming Events**

**January 9th 2024:** The first Council meeting of 2024 will feature the swearing-in of the new Mayor and two new Council members. There will be a reception in the Clubhouse following the meeting.

**January 19th 2024:** will be Missye Varner's last day working for Pine Lake. After ten years keeping City Hall humming, Missye will be retiring to spoil her grand

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babies, among other things. Stop into City Hall before the 19th to wish her well in her next phase of life.

**March 12th Elections:** On March 12th, 2024 a special election will be held to fill the vacancy in the office of Pine Lake City Council for the unexpired term of Brandy Hall. Qualifying period will be January 8, 2024 through January 10, 2024 8:30am – 4:30pm. 425 Allgood Road, Stone Mountain, Georgia 30083. Qualifying Packet is available on the Pine Lake Website.

**Holiday Office closing:** City offices will be closed Monday, December 25th and Tuesday, December 26th, 2023 in observance of the Christmas Holidays and Monday January 1st, 2024 in observance of New Year's day.

**Adjournment:** Council Member Brantley motioned for adjournment at 8:25pm.

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Ned Dagenhard  
Assistant City Clerk

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ChaQuias Miller-Thornton  
Acting City Clerk



# Memo

**To:** Mayor and City Council

**From:** ChaQuias Thornton, City Manager

**Date:** January 1, 2024

**Re:** Alcoholic Beverages Privilege License Application – Family Dollar Stores of Georgia, LLC – Retail Packaged Sales of Beer and Wine

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In accordance with City of Pine Lake Code of Ordinances Chapter 10 – ALCOHOLIC BEVERAGES, Family Dollar Stores of Georgia LLC has submitted application to the City for Alcoholic Beverages Privilege License for the retail package sell of beer and wine at 4615 Rockbridge Road. See attached.

The referenced code section can be found at:

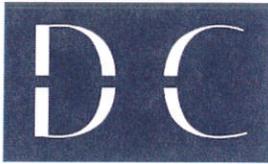
[https://library.municode.com/ga/pine\\_lake/codes/code\\_of\\_ordinances?nodId=PTIICOOR\\_CH10ALBE](https://library.municode.com/ga/pine_lake/codes/code_of_ordinances?nodId=PTIICOOR_CH10ALBE)

Public Hearing in the matter will be held on January 9<sup>th</sup>, 2024.

If you should have any questions, comments or concerns, please do not hesitate to contact me before the January 9<sup>th</sup>, 2024 meeting to discuss.

Thank you,

CMThornton



DECISIONS CONSULTING LLC  
1100 Circle 75 Parkway SE  
Suite 210 Atlanta, GA 30339  
Licensing Director: (678) 660-5121  
licensing@decisions-consulting.com

September 18, 2023

**VIA FEDERAL EXPRESS**

City Clerk  
City of Pine Lake  
425 Allgood Rd  
Stone Mountain, GA 30083

Re: Family Dollar Stores of Georgia, LLC /dba/ Family Dollar #30681: 4615  
Rockbridge Rd, Pine Lake, GA

To Whom It May Concern:

Our firm is representing Family Dollar Stores of Georgia with the filing of an Alcoholic Beverage Privilege License. Attached you will find the items listed below:

1. Letter of Authorization ✓
2. Updated pages 4 and 5 ✓
3. Updated and signed pages 11-12 for all officers and Licensee ✓
4. Proof of US Citizenship for all officers and Licensee ✓

Please note that this application contains private, confidential and protected personal information of agents of the applicant. The Applicant would greatly appreciate you taking all possible steps/redaction to protect unnecessary disclosure of any private information provided in perpetuity.

**Please do not hesitate to contact me at [kjones@decisions-consulting.com](mailto:kjones@decisions-consulting.com) or by phone at 678-649-5604 if you have any questions.**

Sincerely,

DECISIONS CONSULTING

Kamira Jones, Licensing Specialist  
[kjones@decisions-consulting.com](mailto:kjones@decisions-consulting.com)

Drina Miller, National Licensing Director  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)



December 3, 2022

To Whom It May Concern:

I, Harry R. Spencer, Assistant Secretary of Family Dollar, Inc., duly authorize the employees, attorneys, and agents of Decisions Consulting to act on behalf of Family Dollar, Inc., and its related entities, for all activities concerning the filing and updating of permits and licenses held by our company. This authorization includes, but is not limited to, acquiring any information regarding the license or permit and signing any necessary forms, applications, or documents.

Additionally, we request any correspondence relating to the application process be sent to the following address:

Decisions Consulting  
ATTN: Drina Miller  
1100 Circle 75 Parkway, Suite 210  
Atlanta, Georgia 30339  
[dmiller@decisions-consulting.com](mailto:dmiller@decisions-consulting.com)

Additional authorized individuals are Rob Hosack, James Balli, Jonathan Crumly, Kelly Houston, Ashley Googer and all Licensing Specialists identified by the individuals listed herein. Should there be any questions or concerns regarding this authorization, please contact Ms. Sharon Wesselhoft of Family Dollar at 757-991-5008 x.14008 or [swesselh@dollartree.com](mailto:swesselh@dollartree.com). Ms. Wesselhoft can also be reached via mail at 500 Volvo Parkway, Chesapeake, VA 23320.

Thank you,

Harry R. Spencer  
Assistant Secretary, Family Dollar, Inc.

Before me, HARRY R. SPENCER on this day personally appeared, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5<sup>TH</sup> day of DECEMBER, 2022.

RHONDA JEAN ADAMS  
NOTARY PUBLIC  
REGISTRATION # 7968300  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
DECEMBER 31, 2026

\_\_\_\_\_  
Notary Public

My Commission expires: 12/31/2026



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).

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

- Brown Bag Establishment License \$ 50.00
- Bed and Breakfasts \$ 50.00
- Sunday Sales Permits for consumption on Premises \$ 200.00
- Sunday Sales Permits \$ 200.00
- Employee Permits \$ 50.00
- 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:

NAME \_\_\_\_\_

SOCIAL SECURITY # \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

MAILING ADDRESS (If different) \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

Is this individual a U.S. Citizen? \_\_\_\_\_

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 Family Dollar Stores of Georgia, LLC  
Address of principal place of business 500 Volvo Pkwy, Chesapeake, VA 23320-1604

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

See Attached List  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

See Attached List  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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:

Corporation Service Company  
NAME  
2 SUN COURT, SUITE 400  
STREET ADDRESS \_\_\_\_\_ MAILING ADDRESS (If Different) \_\_\_\_\_

PEACHTREE CORNERS, GA, 30092

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:

Patrice Lavon Taylor

\_\_\_\_\_ or)

NAME \_\_\_\_\_ MAILING ADDRESS (If Different) \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_ CITY, STATE, ZIP CODE \_\_\_\_\_

Is the licensee a U.S. Citizen? Yes \_\_\_\_\_

\_\_\_\_\_  
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:

Family Dollar Stores of Georgia, LLC  
\_\_\_\_\_  
NAME

500 Volvo Pkwy, Attn: Alcohol/Tobacco Team (9th Floor)  
\_\_\_\_\_  
MAILING ADDRESS (If Different)

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Chesapeake, VA 23320-1604  
\_\_\_\_\_  
CITY, STATE, ZIP CODE

Is the licensee a U.S. Citizen? N/A

If not give licensee permanent alien registration # N/A and attach copy of green card.

5. NAME OF LICENSE REPRESENTATIVE (Required)

Patrice Lavon Taylor

NAME

NAME

STREET ADDRESS

MAILING ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

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

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

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

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

Family Dollar #30681

NAME OF BUSINESS

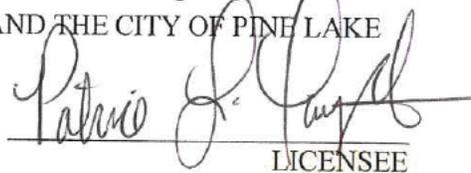
4615 Rockbridge Rd SW

STREET ADDRESS

Pine Lake, GA 30083

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. Yes, Family Dollar Stores of Georgia, LLC holds multiple licenses in Georgia. See attached list.
9. HAVE YOU RECEIVED, READ, AND UNDERSTAND THE CITY OF PINE LAKE BEVERAGE LICENSE ORDINANCE?

  
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).

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

STATE OF GEORGIA, \_\_\_\_\_ COUNTY

The undersigned licensee hereby certifies that he/she (is not) (is) serving as licensee and the license representative of \_\_\_\_\_; 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.

Sworn to and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES:  
[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]

**VERIFICATION OF LICENSEE**

STATE OF Virginia Chesapeake City COUNTY.

I, Harry Spencer, 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 Harry Spencer signed his/her name to the (Full Name of Applicant/Licensee) 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 10 day of December, <sup>20</sup>~~19~~ 21.

Jennifer Lee Tackett  
NOTARY PUBLIC  
My Commission Expires: 1/31/25  
[AFFIX SEAL]

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025

**VERIFICATION OF LICENSE REPRESENTATIVE**

STATE OF Virginia Chesapeake City COUNTY.

I, Harry Spencer, License Representative, 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.

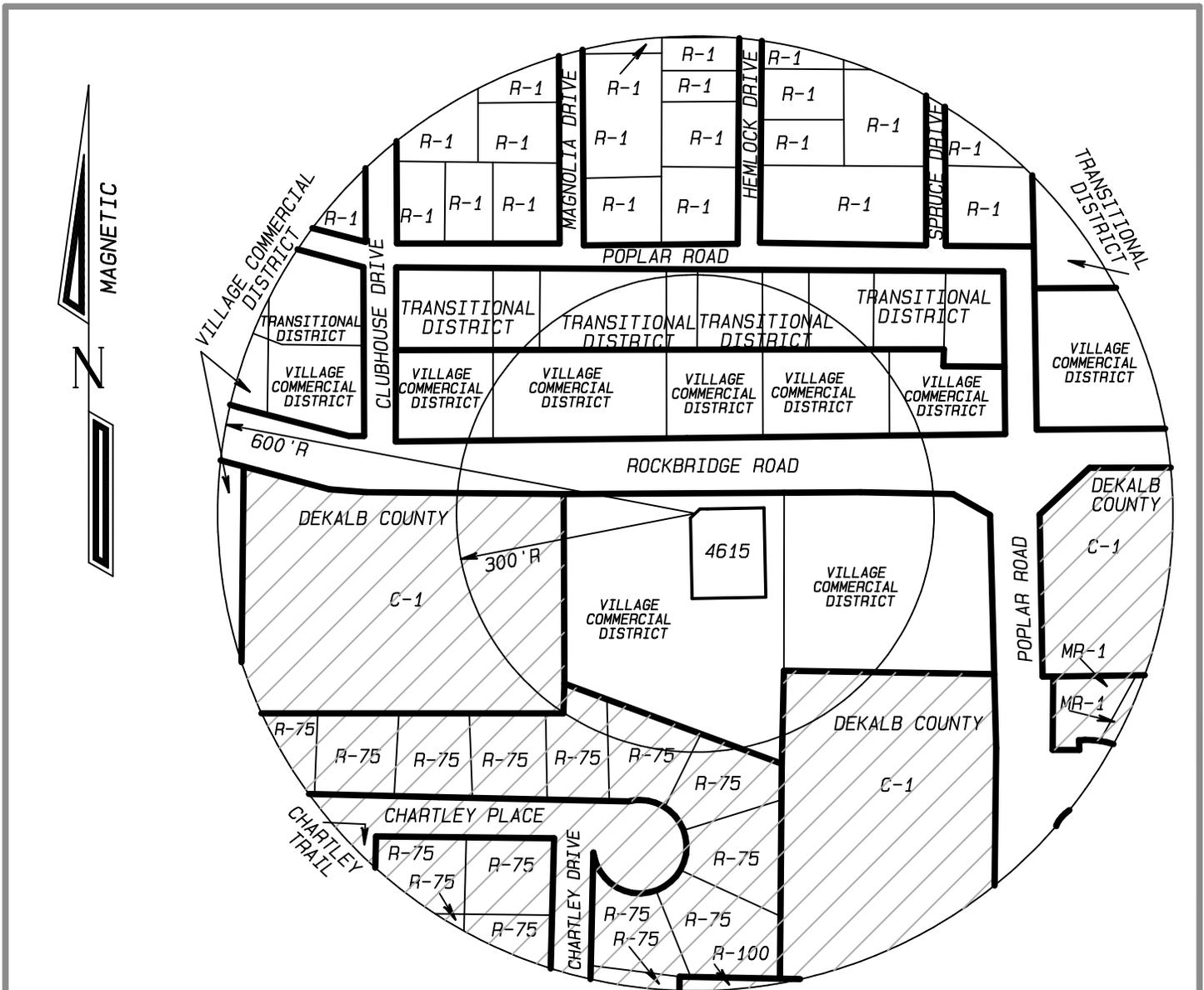
[Signature]  
License Representative (Full Name in Ink)

I hereby certify that Harry Spencer signed his/her name to the (Full Name of License Representative) 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 10 day of December, <sup>20</sup>~~19~~ 21.

Jennifer Lee Tackett  
NOTARY PUBLIC  
My Commission Expires: 1/31/25  
[AFFIX SEAL]

JENNIFER LEE TACKETT  
NOTARY PUBLIC  
REGISTRATION # 7941018  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
JANUARY 31, 2025



CHURCH: 256 YARDS TO BREAKING CHAINS CHRISTIAN CENTER, 4687 ROCKBRIDGE ROAD, SUITE 10.  
 SCHOOL: 498 YARDS TO ADVANCED PREPARATORY ACADEMY LEARNING ACADEMY, 431 ALLGOOD ROAD  
 ALCOHOLIC TREATMENT CENTER: 2.9 MILES TO MEN AND WOMEN FOR HUMAN EXCELLENCE, 4282 MEMORIAL DRIVE SUITE 100  
 HOUSING AUTHORITY: 6.3 MILES TO ALLEN WILSON APARTMENTS, 1450 COMMERCE DRIVE

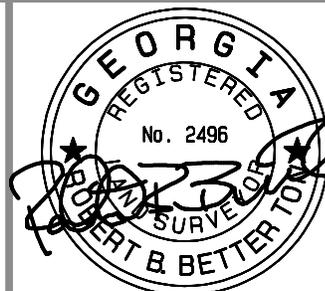
GRAPHIC SCALE 1"=200'



**BETTERTON  
SURVEYING & DESIGN, INC.**

LAND SURVEYING,  
LAND PLANNING,  
SUBDIVISION & COMMERCIAL  
SITE DESIGN

950 WEST SANDTOWN ROAD  
MARIETTA, GEORGIA 30064  
(678) 483-0242



NOVEMBER 27, 2023

**ALCOHOL DISTANCE SURVEY**

4615 ROCKBRIDGE ROAD  
 LOCATED IN: LAND LOT 15  
 18TH DISTRICT  
 DEKALB COUNTY, GEORGIA  
 CITY OF PINE LAKE  
 SCALE: 1" = 200'  
 DATE: NOVEMBER 27, 2023  
 PREPARED FOR:  
 FAMILY DOLLAR STORES OF GEORGIA LLC  
 dba FAMILY DOLLAR STORE #30681

23243



# Memo

**To:** Mayor and City Council  
**From:** ChaQuias Thornton, City Administrator  
**Date:** January 1, 2024  
**Re:** Subaward Agreement\_DeKalb County\_Poplar Park

DeKalb County Commissioner Lorraine Cochran-Johnson and former Mayor Melanie Hammet, in conjunction and collaboration with the City's Administration and the County Commission have worked to secure the award of local fiscal recovery funds for the programming of a city park.

The Administration requests Council consideration of the attached Subaward Agreement between DeKalb County and the City of Pine Lake, Georgia for the disbursement of \$53,250.00 in American Rescue Plan Coronavirus Local Fiscal Recovery Fund dollars. The purpose of the funds are for the development of Poplar Park to improve the mental and physical health and well being of residents impacted by the short-term and long-term effects of COVID-19.

Please review the terms of the agreement. The Administration makes specific note of the following terms:

- Subsection 1: Funds must be obligated by December 31, 2024 and be expended by December 31, 2025.
- Subsection 5. The City (Administration Office) will be responsible for the submission of monthly fiscal reports detailing the use of funds by the City.
- Subsection 8. **Financial management and accountability.**
- 8a) The City must comply with Uniform Administrative, Cost Principles, and Audit requirements for Federal Awards.
  - 8c) Retention of documents are to adhere to DeKalb County and Federal standards and reporting requests are subject to be received by DeKalb County or the Federal Government at any time deemed necessary by the County or the Federal Government.
  - 8e) The program is subject to audits by DeKalb County and the Comptroller General of the U.S., as deemed necessary by the County and the Comptroller General.
  - 8f) The program must comply with all laws regarding civil rights and Title VI of the Civil Rights Acts of 1968 (as amended), Title VIII of the Act of 1968 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), Section 504 of the Rehabilitation Act of 1973 (as

amended), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and certain and specific Executive Orders.

The City shall comply with nondiscrimination in employment and contracting opportunities laws, regulations and executive orders, as revised by Executive Order 13279.

- 8i) With approval of the agreement the City acknowledges it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all programs and activities in accordance with those terms and conditions, etc.
- 8k) Provided for the terms of termination of the agreement.
- 8m) The agreement is governed by the laws of the State of Georgia.

If you should have any questions, comments or concerns, please do not hesitate to contact me before the January 9<sup>th</sup>, 2024 meeting to discuss.

Thank you,

CMThornton

**SUBAWARD AGREEMENT  
DEKALB COUNTY  
AMERICAN RESCUE PLAN  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
DISBURSEMENT OF FUNDS IN THE AMOUNT OF  
\$53,250.00 TO CITY OF PINE LAKE  
FROM DISTRICT 7**

This SUBAWARD AGREEMENT (“Agreement”) made as of this \_\_\_ day of \_\_\_\_\_, 2023 (hereinafter called the “Effective Date”) by and between **DeKalb County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as “DeKalb County”) and **CITY OF PINE LAKE** a non-profit corporation (hereinafter referred to as “”) (collectively, jointly referred to as the “the Parties”).

WITNESSETH

WHEREAS, the American Rescue Plan Act, H.R. 1319, 117th Cong. § 9901 (2021) (the “Act”) allocated \$147,484,541.00 in Coronavirus Fiscal Recovery Fund funds (“ARPA funds”) to DeKalb County, which it may utilize to respond to the COVID-19 public health emergency or its economic impacts; and

WHEREAS, DeKalb County has identified a need to support **CITY OF PINE LAKE**, which has been disproportionately impacted by the COVID-19, and its provision of eligible services; *and*,

WHEREAS, *DeKalb County desires to allocate \$53,250.00 to CITY OF PINE LAKE* for the development of a public park, Poplar Park, to improve the mental and physical health and well-being of residents impacted by the short term and long term effects of COVID-19; *and*,

WHEREAS, the DeKalb County Governing Authority approved the provision of these funds to **CITY OF PINE LAKE** pursuant to *Agenda Item Walk On dated November 8, 2023*.

WHEREAS, the purpose of this Agreement is to establish the terms and conditions for a sub-award allocated to **CITY OF PINE LAKE** from DeKalb County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. This Agreement is effective from execution through December 31, 2024. All funding must be obligated by December 31, 2024, and expended by December 31, 2025.
2. DeKalb County shall provide **CITY OF PINE LAKE** for the development of a public park, Poplar Park, to improve the mental and physical health and well-being of residents impacted by the short term and long-term effects of COVID-19; *and*,
3. DeKalb County shall provide the disbursement to **CITY OF PINE LAKE** in one lump sum after execution of the Agreement. DeKalb County will provide the disbursement to **CITY OF PINE LAKE** within a reasonable time upon execution of this Agreement by the Parties.

Any item of expenditure under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of DeKalb County or the federal government to be improper, unallowable, in violation of federal or state law or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities, shall become **CITY**

*OF PINE LAKE* liability, to be paid by *CITY OF PINE LAKE* from funds other than those provided by DeKalb County under this Agreement or any other agreements between DeKalb County and *CITY OF PINE LAKE*. This provision shall survive the expiration or termination of this Agreement.

3. The Parties agree that DeKalb County is providing these funds to *CITY OF PINE LAKE* as the sub-recipient and *CITY OF PINE LAKE* shall acquire all rights and obligations accruing to it as a sub-recipient, including but not limited to the federal reporting requirements that may apply.
4. *CITY OF PINE LAKE* shall provide necessary reports to the following person(s) employed by DeKalb County: **Attn: Wayne Williams, Manager of the ARP Financial Reporting Team, 1300 Commerce Drive, 4<sup>th</sup> Floor, Decatur, Georgia 30030. Wayne Williams will provide instructions regarding how to submit the required documentation.**
5. *CITY OF PINE LAKE* shall submit to DeKalb County a monthly fiscal report detailing the use of the funds by *CITY OF PINE LAKE*. The reports shall be provided no later than (30) days after the close of each month. The reports shall consist of a line-item breakdown of expenditures and indicate the amount of funds remaining to be disbursed, if any, and a detailed breakdown of any agreed-upon metrics. Required reporting metrics are subject to change on a monthly basis. Upon request, *CITY OF PINE LAKE* will provide documentation to substantiate the negative economic impact caused by COVID-19 for reporting purposes. DeKalb County reserves the right to request additional project information at any given time.

6. **Levels of Accomplishment-Goals and Performance Measures for Any Services Provided**

In the provision of any services as a subrecipient hereunder, *CITY OF PINE LAKE* shall meet any expected performance measures for this Agreement.

7. **Conflicts of Interest**

*CITY OF PINE LAKE* understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. *CITY OF PINE LAKE* must disclose in writing to DeKalb County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112, and DeKalb County will, in turn, disclose such conflicts to the Treasury Department, as appropriate.

8. **Financial Management and Accountability**

a. **Accounting Standards.**

*CITY OF PINE LAKE* agrees to comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200, including 2 CFR 200.307 as may be required and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**b. Cost Principles.**

*CITY OF PINE LAKE* shall administer its program in conformance with OMB Circular A-122 “Cost Principles for Non-Profit Organizations”, incorporated within Title 2, Subtitle A, Chapter II, Part 200, Subpart E. This principle shall be applied for all costs incurred whether charged on a direct or indirect basis.

**c. Retention.**

*CITY OF PINE LAKE* shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period to align with 2 CFR 200.334 Retention of Records (“Retention Period”). The Retention Period begins on the date of the submission of *CITY OF PINE LAKE* final expenditure report. Notwithstanding the above, if there is litigation, claims, audits, or other actions involving any records created before the expiration of the Retention Period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the Retention Period, whichever occurs later.

*CITY OF PINE LAKE* records with respect to any matters covered by this Agreement shall be made available to DeKalb County, or the Federal Government, at any time during normal business hours, as often as DeKalb County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in the audit reports by DeKalb County must be fully cleared by *CITY OF PINE LAKE* within thirty (30) days after receipt of notice of deficiency from DeKalb County to *CITY OF PINE LAKE*. Failure of *CITY OF PINE LAKE* to comply with the audit requirements noted herein will constitute a violation of this Agreement and may result in the withholding of future payments and/or a return of the funds received pursuant to this Agreement.

**d. Close Outs.**

*CITY OF PINE LAKE* obligation to DeKalb County shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to DeKalb County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that any Party has control over ARPA funds, including program income.

**e. Audit Inspections.**

All *CITY OF PINE LAKE* records with respect to any matters covered by this Agreement shall be made available to DeKalb County and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by *CITY OF PINE LAKE* within thirty (30) days after receipt by DeKalb County. Failure of *CITY OF PINE LAKE* to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. *CITY OF PINE LAKE* hereby agrees to have an annual agency audit conducted in accordance with any DeKalb County policy concerning subrecipient audits and OMB Circular A-133, incorporated within 2 CFR Subtitle A, Chapter II, Part 200, Subpart F, if required.

**f. Civil Rights.**

**i. Compliance**

*CITY OF PINE LAKE* agrees to comply with all laws regarding civil rights and with Title VI of the Civil Rights Act of 1964 as amended, (Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (“the HCDA”), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086. Although not required by Title VI or any related authorities, DeKalb County also assures that no person shall on the grounds of sexual orientation or gender identity be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity.

**ii. Nondiscrimination**

*CITY OF PINE LAKE* agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

**G. Suspension and Debarment.**

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, *CITY OF PINE LAKE* is required to verify that neither it nor its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. *CITY OF PINE LAKE* will comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C.

H. *CITY OF PINE LAKE* will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. *CITY OF PINE LAKE* will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: selection for training, including apprenticeship, firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, and rates of pay or other forms of compensation. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices of nondiscrimination.

I. *CITY OF PINE LAKE* acknowledges that it has reviewed the terms and conditions of the ARPA funding for this project and will carry out all program activities and expenditures in accordance with those terms and conditions, in the manner provided by law. *CITY OF PINE LAKE* will comply with all applicable federal, state, and local laws and regulations governing the receipt or use of the federal funding provided under this Agreement, including but not limited to current and future rules and regulations issued by the US Treasury or other federal agencies in regard to the requirements of ARPA.

- J. For the purposes of this Agreement, *CITY OF PINE LAKE* shall be considered a sub-recipient, and in all instances related to *CITY OF PINE LAKE* provision of services or status as a sub-recipient, if applicable, *CITY OF PINE LAKE* shall be considered an independent contractor to DeKalb County, and hereby covenants and agrees to act in accordance with that status, and the employees and agents of *CITY OF PINE LAKE* shall neither hold themselves out as nor claim to be officers or employees of DeKalb County, and shall make no claim for, nor shall be entitled to, workers compensation coverage, medical and unemployment benefits, social security or retirement membership benefits from DeKalb County.
- K. **Termination:** DeKalb County shall have the absolute right to terminate this Agreement and such action shall not be deemed a breach of contract. DeKalb County may terminate this Agreement immediately upon notice delivered or mailed to *CITY OF PINE LAKE* as provided in the Notice section of this Agreement and in conformity with 2 CFR 200-339 – 200.343. *CITY OF PINE LAKE* must be given an opportunity to demonstrate compliance before the Agreement is terminated for cause. Within thirty (30) days of the effective date of termination, any remaining funds must be returned to DeKalb County.
- L. **Amendment and Extent of Amendment:** This Agreement may only be amended by a written instrument approved and executed by the Parties. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- M. **Governing Law:** This Agreement shall be governed by the laws of the State of Georgia.
- N. **Assignment and Subcontractors:** Neither this Agreement nor the services agreed to be provided may be assigned, sublet, or contracted out without the written approval of DeKalb County's Governing Authority.
- O. **Bankruptcy:** In addition to any other provisions of this Agreement with respect to its termination, this Agreement shall terminate immediately upon the filing by or against *CITY OF PINE LAKE* of any petition (voluntary or involuntary) in bankruptcy or for reorganization or for any arrangement under any bankruptcy or insolvency law or for a receiver or for a trustee involving any property of *CITY OF PINE LAKE*.
- P. **Stipulation:** DeKalb County stipulates that no member of the Governing Authority or any other County official or employee forbidden by law is interested in or will derive income from or is a party to this Agreement.
- Q. **Indemnification:** To the extent permitted by law, Subrecipient agrees to indemnify and hold harmless DeKalb County, and any of its officers, agents, and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Subrecipient or Beneficiary in connection with the performance of this Agreement.
- R. **Waiver:** Failure of DeKalb County to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any of the covenants or conditions contained herein but the same shall remain in full force and effect.
- S. **Disputes:** Disputes involving this Agreement must be heard in a court of competent jurisdiction of the State of Georgia located in DeKalb County.

- T. **Severability:** If any provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by a court of competent jurisdiction, such provision shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- U. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original without the production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature hereto.
- V. **Notices:** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses:

If to DeKalb County: Chief Operating Officer  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

with a copy to: County Attorney  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030

If to: CITY OF PINE LAKE  
Attn: City Manager  
P.O. Box 1325  
Pine Lake, Georgia 30072  
(404) 999-4901  
[chaquiasmthornton@pinelakega.net](mailto:chaquiasmthornton@pinelakega.net)

[SIGNATURES ON FOLLOWING PAGES]

**IN WITNESS THEREOF**, the parties have hereto set their hands and seal as of the day and year above written.

**CITY OF PINE LAKE**

**DEKALB COUNTY, GEORGIA**

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**Brandy Hall**  
**Mayor**

---

**Zachary L. Williams**  
**Chief Operating Officer**

APPROVAL AS TO SUBSTANCE:

---

**Lorraine Cochran-Johnson**  
**Commissioner, District 7**

## APPENDIX B

As per this Agreement, **2 CFR 200.332(a)** of the United States Code of Federal Regulations requires DeKalb County to inform **CITY OF PINE LAKE** of the following Federal reporting and administrative obligations and to ensure that such obligations are properly fulfilled.

1. **SAM Requirement** - **CITY OF PINE LAKE** cannot participate in ARPA/SLFRF funded programs without a unique entity number (EIN), which indicates that the subrecipient is registered to do business with the Federal Government. Subrecipients must access **www.SAM.Gov** and register to receive an EIN. **CITY OF PINE LAKE** has registered with the Federal Government.
2. **Single Audit Act** - Recipients and subrecipients that spend \$750,000 or more in federal awards from all sources (including ARPA funds) during a fiscal year are subject to a Single Audit by the Federal Government. DeKalb County and subrecipients are required to use the **Federal Audit Clearinghouse** (2 CFR 200.S10(b)) to submit their Single Audit. DeKalb County is responsible for resolving the findings of the Single Audit in collaboration with the Authority.
3. **Records Management** – **CITY OF PINE LAKE** must keep all records of the project for a minimum of five (5) years. DeKalb County and the Federal Government will have access to all financial records and statements pertaining to the project(s). All records are subject to audit.
4. **Discretionary Site Visits** – **CITY OF PINE LAKE** and its related locations will be subject to site visits by DeKalb County.

## APPENDIX A

### DeKalb County, Georgia Subrecipient Reporting and Monitoring Guidance

Subrecipient Name	CITY OF PINE LAKE
Subrecipient Unique Entity Identifier:	LMQ8UNF7LH44
FAIN (Federal Award Identification Number):	SLFRP002
Federal Award Date of Award to the Recipient by the Federal Agency:	March 11, 2021
Subaward Period of Performance Start Date:	May 23, 2023
Subaward Period of Performance End Date:	December 31, 2025
Subaward Budget Period Start Date:	May 23, 2023
Subaward Budget Period End Date:	December 31, 2024
Total amount of award to Subrecipient	\$53,250
Name of Federal Awarding Agency:	U.S. Department of Treasury
Federal Program Assistance Listing Name:	21.027 - Coronavirus State and Local Fiscal Recovery Funds
Name of Pass-Through Entity:	DeKalb County, Georgia
The award is for R&D?	No

Program Description: As a sub-recipient of ARPA funds, **CITY OF PINE LAKE**. (“Subrecipient”) is assigned the fiscal responsibility of budget, accounting, and reporting of expenditures allowed by the Agreement in compliance with 2 CFR 200, generally accepted accounting principles and Final Rule criteria.

Subrecipient may use ARPA funds to:

**CITY OF PINE LAKE** for the development of a public park, Poplar Park, to improve the mental and physical health and well-being of residents impacted by the short term and long-term effects of COVID-19; and,

Fiscal Standards:

1. The subrecipient must comply with 2 CFR 200 for accounting standards and cost principles.
2. The subrecipient must comply with DeKalb County policies and 2 CFR 200 for conflicts of interest and procurement.
3. The subrecipient may not deposit funds into a pension fund, offset the debt of the organization, satisfy a judgment or settlement, or contribute to a “rainy day” fund, or use it as the nonfederal share of Medicaid or Chip programs.
4. No more than 10% of the ARPA funds may be used for administrative costs.
5. Any funds that are not expended as authorized under this Agreement must be refunded to the County within 30 days of receipt of written notice for a refund provided by the County.
6. Any funds that are not expended within the anticipated time frame under this Agreement are subject to recapture. If requested, a refund to the County must be made within 30 days of receipt of a written notice for a refund provided by the County.
7. The County’s determination that an expenditure is eligible does not relieve the sub-recipient of its duty to repay the County in full for any expenditures that are later determined by the County or the federal awarding agency, in each of its sole discretion, to be ineligible expenditures or the discovery of duplication of benefits.
8. The subrecipient has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the County.

9. The subrecipient must submit quarterly reports to DeKalb County.
10. All funding must be obligated by December 31, 2024 and expended by December 31, 2025.

A. Expenditure Summary

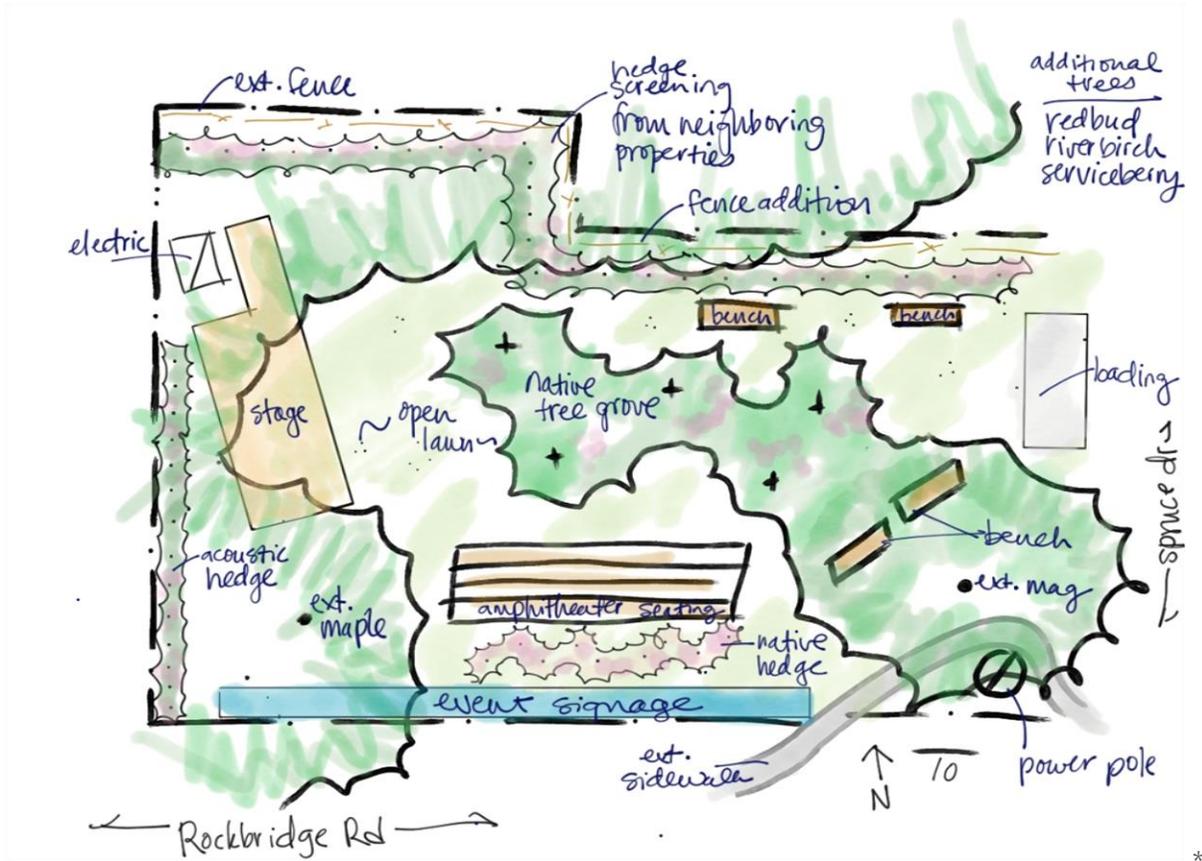
Expenditure reporting will reconcile actual costs with budgeted expenditures based on the advance funding award to FDHA.

B. Performance Success Summary

The sub-recipient will provide a report of key milestones for the past period. This will include the identification of specific cost areas to be covered by grant funds and revisions of budget areas.

C. Supporting Documentation

Supporting Documentation must be retained to clearly support expenditures and costs.



# Poplar Park

PINE LAKE, GEORGIA

Proposal | Statement of Work | April 27, 2023

Projected Project Start Date: 06/01/2023

Projected Project Completion Date: 12/31/2023

\*Rendering shown is a preliminary depiction of the park space and may differ from final design

# Statement of Work

## PARK LOCATION

Poplar Park is currently an undeveloped green space located at the southeast entrance to the City of Pine Lake (“the City”), at the corner of Poplar and Rockbridge roads. The property is located within the commercial district of Pine Lake but is adjacent to the residential neighborhood. The physical address of the property is 4642 Rockbridge Road, Pine Lake, GA.

## IMPACT OF COVID-19 ON THE CITY

COVID-19 had its place in negatively impacting municipal jurisdictions across the State of Georgia and across the Country. Like many other cities, Pine Lake government was forced to shift to a reactive protection mode that necessitated increased communication to its citizens about a world-wide health emergency that was rapidly evolving and about what the City was doing in response to the direct effect that the health crisis was and would have on the residents and stakeholders of Pine Lake. One of the direct effects of COVID was a negative economic one. The City’s offices and its citizens faced job furloughs, layoffs, and shutdowns. 2020 audited reports show that the local government suffered revenue loss and experienced increased expenditures. New and unexpected expenditures included the purchase of protective equipment and the implementation of communications and protective measures. Pine Lake businesses experienced a decrease in patronage that resulted in lost revenue and that presented the threat of closure for small businesses that are long-time fixtures in the Pine Lake community. For a small micropolitan city like Pine Lake, the sustainability of small businesses is a vital part of its economic fabric and can very well determine the future sustainability of the City itself.

In addition to the negative economic impact of COVID-19, the virus threatened the mental and physical welfare of the City’s residents. COVID-19 gripped humans with the fear of social engagement and participation in what would have normally been deemed safe community connections. The City’s beach and lake were closed, and regularly scheduled community events were suspended. These resources and activities that served as constant outlets for physical, mental, and social engagement were rendered inaccessible because of COVID-19. The beach/lake, a facet of life and being for the residents of Pine Lake was cut-off from use.

## JUSTIFICATION OF THE PARK, BENEFITS FOR COMMUNITY MEMBERS

No matter the level or category of impact, it was, and still is, evident to the City that its essential response to the effects of the pandemic would, and will, continue to be a determining factor in the level of resilience that our small community will possess in recovering from the difficulties of the global health emergency. Therefore, the City

recognizes the importance of maintaining and increasing its capacity for outdoor recreation. Within the planning strategies for life after the pandemic, the City embraces the need for further considering the future of its green and recreational spaces.

For residents wanting to abandon isolation, public parks and green spaces became islands of refuge and relief during the pandemic. Because of this, a brighter light was shed on the need for establishing, increasing, and maintaining such space within the City. Improvement of the quality and quantity of park and recreation spaces, and access to such spaces, is of identified importance. These spaces allow community members to venture out for exercise and fresh air and allow a safe environment for social and community engagement.

Taking from the thoughts of four national park, land use, natural resource and outdoor recreation leaders – as reported by Teresa Mozur of the Robert Wood Johnson Foundation<sup>1</sup> :

- Parks Foster Mental, Physical and Spiritual Health  
“[Parks] provide places for people to have fun, and find mental, physical, and spiritual health, and social wellbeing. Historically, the justification for the creation of park land in the United States is rooted in public health through the provision of clean air and clean water, and also providing spaces for finding respite from the stressors of everyday life.”  
- Diana Allen, Chief, National Park Service Healthy Parks Healthy People

The City of Pine Lake believes that Poplar Park will offer an additional space for “finding respite” from the stress of the current economic, health, and life crises that present challenges in the lives of our community members.

- Parks Advance Health Equity  
“...parks can foster a sense of community and shared identity.”  
- Myron Floyd, PhD, Dean College of Natural Resources at North Carolina State University

The City of Pine Lake believes that Poplar Park serves the theme of community, togetherness, and shared identity. The goal is that those who enter and engage in the park space will experience a sense of belonging to the nature-filled habitat that sits nestled off of Rockbridge Road.

- Parks Help Kids Flourish  
“Everyone agrees we should be setting kids up for healthy lives no matter where they live. One of the biggest barriers to kids playing is lack of a safe place... Parks create an opportunity for kids to enjoy themselves and interact with others in an environment where they’re shielded... Kids also need space to interact with caring adults which leads to social and emotional health. Parks create a space where they

can spend time with their families and learn norms of behavior across the community. Parks and playgrounds are the safety valve..."

— James Siegal, Senior Fellow, KaBOOM!

The City of Pine Lake is committed to the safety and welfare of the community's children. Poplar Park will offer a space for healthy play, collaboration, and social interaction scenarios for youth.

- Parks are a Powerful Prescription to Combat Chronic Disease  
"We've got an epidemic of chronic disease on our hands: diabetes and asthma and heart attack and stroke. We've got millions of Americans suffering from mental illness and ADHD...There's good evidence that sitting or eating outdoors, even just touching a tree, has a measurable impact on your psychological health. Exposure to sunlight is healing for medical and mental health reasons; upwards of 90 percent of Americans have vitamin D deficiency."  
— Robert Zarr, MD, founder of DC Park Rx

The City of Pine Lake contends that Poplar Park may be a contributing factor towards the increased health and welfare of the community members who engage in the park space. The park's location is walking distance for community residents and commercial space visitors – making it an easily accessible mechanism for improving wellness. Pine lake recognizes that COVID-19 is major threat to health but is not the only threat to health.

Poplar Park represents the City's commitment to the provision of additional green spaces within the City. The establishment of this "pocket park" at the intersection of the business and residential districts offers a level of social connectivity between the two land uses. This connectivity is identified as a goal within the community development strategy of the City. The park will service the business community and the residential in like capacity, while bringing both geographical zones of the City together in a strategically communal way. The vision for the park is one of collaborative arts events, scheduled musical productions, and open green space opportunities for picnicking near a magnolia, enjoying a book under the shade of an oak, or conducting a game of catch amongst siblings and friends.

In the period of revitalization after the COVID-19 pandemic, and as we transition into the endemic, the City chooses to increase its community's level of resilience by offering the Poplar Park space as a newly established refuge – providing outdoor space for the safer performance of activities. COVID-19 and its variants continue to be a constant presence in the community. Therefore, it is incumbent upon the City of Pine Lake to implement forward-thinking measures to ensure the continued safety of its community members. The establishment and increase of parks and green spaces are proactive measures taken to aid in the prevention of recurring negative impacts of the pandemic.

## POPLAR PARK AMENITIES

The plan is for the park to be adorned with picnic tables assembled within a mulched area near the magnolia tree that stands near the eastern boarder of the park. Park benches will be appropriately spaced within the park area. A sloped platform beneath an oak tree shapes the canvas for the construction of an innovative configuration of retaining wall seating that can be utilized to sit and read a book, to watch the staged performances, to on-look while greenspace activities are taking place, etc. ADA accessible path is to be created for ease of access into the park area. A covered stage will be constructed in the northwest corner of the property for use during such activities as musical concerts and arts markets. Electric utilities and fixtures for lighting, sound equipment, and outlets will be installed for access of use on and around the stage area. An art wall will be erected at the northeast end of the park for display of creative works of art designed by local artists and others. Finally, a mural is planned for the south (Rockbridge Road) side of the park. The mural is envisioned to be inspired by the City’s “Arts Natural Habitat” theme, while also symbolizing the welcoming and invitingly, safe atmosphere that the park will be created to exude.

[SEE NEXT PAGE FOR BUDGET DESCRIPTION]

## BUDGET DISCRIPTION

The following is a depiction of the project description in terms of individualized items for scope and the associated, estimated cost for each item.

<b>Project Budget - Poplar Park, City of Pine Lake</b>		<b>NOTES</b>
Privacy Fencing between park and adjacent residential home	2,500	
Fencing along park and Rockbridge Road for sound dampening and to provide surface for a mural	5,000	
Plantings as identified in concept plan	12,000	5 trees, 41 shrubs, 300 perennials
Small (14x8) covered stage, to include sound system, lighting and electrical capacity to support music performances by 1-3 person musical groups.	9,000	
Installation of electrical power (estimate provided by Georgia Power)	11,000	
Protection of existing trees and tree root systems	2,000	
Soil amendmets	1,500	Compost and mulch
Tree work and brush removal	1,500	
Benches, trash cans, signage	1,250	
Interlocking black retaining wall	7,500	70 LF total, 24-36" H
<b>Total Estimated Budget</b>	<b>53,250</b>	

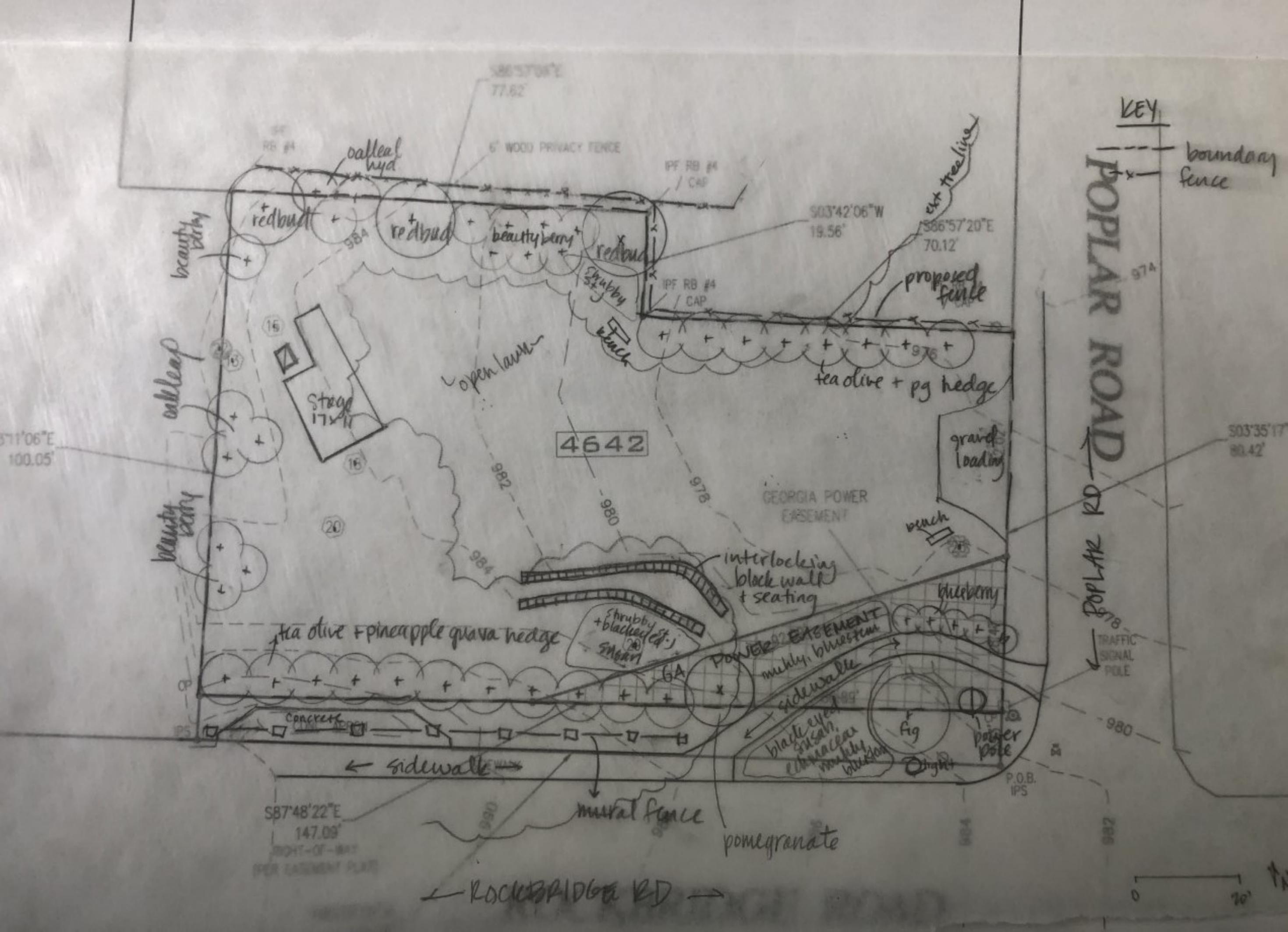
## PROPOSAL SUMMARY

In summary, this proposed park project is important to the City of Pine Lake for a number of reasons. It strongly resonates with the City's vision and mission and supports the City as "Arts Natural Habitat". It is reflective of the City's commitment to stewardship of environmental resources. The space will provide a gathering opportunity for music, arts, and other performances that can connect residents, businesses, and the surrounding community through positive experience. Additionally, this project will contribute to the City's opportunity to promote placemaking as the City builds toward its Comprehensive Plan goal to establish Pine Lake as a cultural destination for Metro Atlanta. Most importantly, the newly established Poplar Park will offer a clean and safe environment in which users can engage in open space activities, minimizing threats of some of the negative impacts of COVID and other diseases.

Thank you, in advance, for your review of this proposal, and for your consideration in assisting in the transition of Poplar Park from a proposed project and vision to an implemented reality.



<sup>1</sup> [https://www.rwjf.org/en/insights/blog/2016/08/6\\_reasons\\_why\\_parks.html](https://www.rwjf.org/en/insights/blog/2016/08/6_reasons_why_parks.html)





# Memo

**To:** Mayor and City Council  
**From:** ChaQuias Thornton, City Manager  
**Date:** January 1, 2024  
**Re:** Consideration of the Change of Council Meeting Times and the Establishment of a Monthly Work Session Meeting of Council

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Currently the City of Pine Lake Code of Ordinance provides for the holding of regular meetings of Council on the second and last Tuesdays of each month at 7:00pm. Council is being asked to discuss change of meetings of Council to 5:30pm on the Tuesdays established for meeting. Council is also being asked to consider the establishment of a work session meeting in lieu of a regular meeting on the second Tuesday of each month.

Current Code provides the following:

## **Sec. 2-72. - Regular meetings.**

Regular meetings of the city council are held at the city hall or at such other place as may be designated, on the second Tuesday and last Tuesday of each month at 7:00 p.m. To the extent not prohibited by law, such meetings may be held in person or virtually.

## **Sec. 2-73. - Order of business.**

(a) The order of business for council meetings shall be as follows:

- (1) Call to order;
- (2) Announcements and communication;
- (3) Adoption of the agenda;
- (4) Adoption of the minutes;
- (5) Public comment;
- (6) Unfinished business;
- (7) New business;
- (8) Public comment;
- (9) Reports of departments;
- (10) Reports of mayor and council;
- (11) Other communication;
- (12) Adjournment.

(b) If the city council directs any matter to be the special business of a future meeting, that matter shall have precedence over all other business at that future meeting.

(c) No proposition shall be entertained by the city council until it has been seconded, and every proposition shall, when required by the mayor or any member, be reduced to writing.

If you should have any questions, comments or concerns, please do not hesitate to contact me before the January 9<sup>th</sup>, 2024 meeting to discuss.

Thank you,

CMThornton