# CITY OF PINE LAKE AGENDA March 8, 2022 6:00 PM Council Chambers

459 Pine Drive Pine Lake, GA

Call to Order

Announcements/Communication

Adoption of Agenda

#### **CONSENT AGENDA**

Adoption of the Minutes of the regular meeting of February 22, 2022.

#### **NEW BUSINESS**

Employment Agreement – City Administrator
Approval of the "Employment Agreement" for the services of a City Administrator.

Request for Use of Council Chambers.

Mayor pro tem Bordeaux requests approval for use of Council Chambers for monthly PRISM Advisory Board meetings.

#### **REPORTS AND OTHER BUSINESS**

**Public Comments** 

Staff Mayor City Council

Information for "The Pine Lake News" eblast.

Adjournment

# CITY OF PINE LAKE COUNCIL MINUTES February 22, 2022 7:00 PM Council Chambers 459 Pine Drive Pine Lake, GA

Call to Order: Mayor Melanie Hammet called the meeting to order at 7:00 pm. Present: Mayor Hammet; Mayor pro tem Jean Bordeaux; and Council members Tracey Brantley and Augusta Woods. Acting City Administrator Peggy Merriss, Chief Saria Y'Hudah-Green and Administrative Coordinator Missye Varner were also present. Council members Brandy Hall and Brandy Beavers attended virtually. City Attorney Susan Moore was not present.

#### **Announcements/Communication**

Mayor Hammet communicated that resident Valerie Boyd had passed away and noted she was a valuable community member and a significant part of Pine Lake. The Mayor thanked resident Nivea Castro is helping out with Ms. Boyd's estate.

The Mayor also communicated that the Foodwell Edible Garden was in the final stages of completion and thanked the community for all the volunteer participation. She gave a special thanks to Council members Hall and Brantley for making the garden happen.

Mayor Hammet announced that on February 15<sup>th</sup> she, Mayor Pro tem Bordeaux and Council member Woods attended a Town Hall meeting hosted by Atlas Construction regarding the impact of Rockbridge Road construction on the businesses along the corridor.

They Mayor communicated that the current estimated construction completion is scheduled for December 2022 and that at this point there is no way to complete the work any sooner. Business owners and residents expressed concern over the lack of upkeep of the driveways and the lack of clear openings to the businesses and that these items are being addressed.

Mayor Hammet also stated that are all inconvenienced by the construction on Rockbridge, but businesses are being stressed beyond measure. Please consider patronizing these businesses whenever possible. We do not want to end up with a brand-new road and sidewalks with no businesses left to get to.

#### **Adoption of Agenda**

Mayor Hammet amended the agenda to add a discussion of the Pollination Celebration, the opening of public buildings and changing the time of the March 8<sup>th</sup> Council meeting. On a motion by Council Member Brantley; second by Mayor pro tem Bordeaux; and all voting "aye," the amended agenda was adopted.

#### **CONSENT AGENDA**

Adoption of the Minutes of the regular meeting of January 25, 2022. Adoption of the Minutes of the Executive Sessions of February 4, 2022, and February 7, 2022.

On a motion by Council Member Woods; second by Mayor pro tem Bordeaux; and all voting "aye," the consent agenda was adopted.

#### **NEW BUSINESS**

Adoption of Resolution R-01-2022 confirming the Executive Session of February 4, 2022.

On a motion by Mayor pro tem Bordeaux; second by Council member Brantley, and Mayor pro tem Bordeaux and Council members Brantley, Hall and Woods voting "aye," Resolution R-01-2022 was adopted. Council member Beavers recused herself from the vote.

Adoption of Resolution R-02-2022 confirming the Executive Session of February 7, 2022.

On a motion by Council member Woods, second by Council member Brantley, and Mayor pro tem Bordeaux and Council members Brantley, Hall and Woods voting "aye," Resolution R-01-2022 was adopted. Council member Beavers recused herself from the vote.

#### Discussion of Pollination Celebration

The Pollination Celebration will be held on Sunday, March 27<sup>th</sup> from 1:00pm – 5:00pm at the beach. Also included will be a small concert spearheaded by Dianne Durrett.

#### The Opening of Public Buildings

On a motion by Mayor pro tem Bordeaux; second by Council Member Brantley and all voting "aye," beginning April 1, 2022, the Club House and Beach House will be open to Pine Lake residents for community-wide events only at no charge with a two-week notice provided to the City. Rentals will be considered at a later date.

Change of Time for the March 8<sup>th</sup> Council meeting.

After discussion, the March 8<sup>th</sup> Council meeting only will begin at 6:00pm.

Mask Requirements

Beginning March 8, 2022, masks will not be required for attendance at the Council meeting or in public spaces as it will be a personal choice to wear a mask. The Council acknowledged that masking rules are subject to change in the future depending on the status of the pandemic.

#### **OLD BUSINESS**

Confirmation of the Refined Scope of Work for the Oak Drive Repair and Maintenance Project

Acting City Administrator Merriss provided a summary of the of the refined scope of work and base bids. Ms. Merriss recommended that Council confirm the new scope as presented in the agenda packet documents.

By consensus, the refined scope of work for the Oak Drive Repair and Maintenance Project was approved.

#### REPORTS AND OTHER BUSINESS

**Public Comments** 

There were no public comments.

Staff

There were no staff comments.

Mayor Hammet

The Mayor reiterated the change of time to 6:00pm for the March 8<sup>th</sup> Council meeting only.

City Council

Information for "The Pine Lake News" eblast:

Facilities to be reopened for Community Events April 1st.

The Beach House and Clubhouse will be available for community events starting April

1st. Community events are open to all Pine Lake residents and have a specific positive impact on the entire community. If you wish to sponsor such an event an application must be completed a minimum of two weeks prior to the event. Request application forms from City Hall. Please note that facilities rental has not resumed as new guidelines are under consideration of the Council.

#### Pollination Celebration Save the Date - Sunday March 27th.

Celebrate the start of Spring and the official opening of the Foodwell Edible Garden with music and merriment outside the Beach House.

#### **Pine Lake City Council Meetings**

Please Note: The March 8th Council meeting will begin at 6:00 PM rather than 7:00 PM.

#### Adjournment

On a motion by Mayor pro tem Bordeaux, second by Council member Woods; and all voting "aye," the meeting was adjourned at 7:52 pm.

Missye Varner, Administrative Coordinator

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#### **Employment Agreement**

#### Introduction

This Agreement, made and entered into this 8<sup>th</sup> day of March, 2022, by and between the City of Pine Lake, Georgia, a municipal corporation, (hereinafter called "Employer" or "City") and ChaQuias Miller Thornton (hereinafter called "Employee") an individual who has the education, training and experience in local government management and who, as a member of International City-County Management Association ("ICMA"), is subject to the ICMA Code of Ethics, both of whom agree as follows:

#### Section 1: Term

In accordance with Section 3.13 of the City's Charter, the position of Director of Administration (hereinafter "City Administrator") is an at will position. Nonetheless, the Agreement reflects the terms and conditions of that employment for an initial period from April 4, 2022 to December 31, 2022. This Agreement shall automatically be continued on January 1, 2023 unless notice that the Agreement shall terminate is given by either party at least 2 months before the expiration date ("Expiration Notice"). In the event the Expiration Notice is given, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or Employee is terminated pursuant to Section 10 below.

#### **Section 2: Duties and Authority**

Employer agrees to employ ChaQuias Miller Thornton as Director of Administration ("City Administrator") to perform the functions and duties specified in Section 3.13 and 3.14 of the City of Pine Lake Charter and to exercise the duties and responsibilities of the City Administrator of the City of Pine Lake in accordance with the general law of the State of Georgia, the City Charter, and the Code of Ordinances of the City of Pine Lake ("City Code") and to perform other legally permissible and proper duties and functions as described in Appendix A to this agreement.

#### Section 3: Compensation

Base Salary: For the period from April 4, 2022 until December 31, 2022 the Employer agrees to pay Employee an annual base salary of \$82,200, payable in installments at the same time that the other employees of the Employer are paid via direct deposit.

The City Administrator's compensation shall be subject to the ordinary and customary withholdings of full-time employees of the City.

#### Section 4: Employee Benefits.

The City Administrator shall be eligible for workers' compensation and liability coverages provided for the position of City Administrator as well as any city-provided holidays. Upon request, the City will provide the City Administrator with evidence of coverage under workers' compensation, and general and professional liability insurance coverages prior to the Effective Date.

If the City Administrator declines and waives health insurance coverage, then her base salary shall be increased by \$7,100 annually paid in installments at the same time that the other employees of the Employer are paid.

#### Section 5: Leave

A. The Employee shall accrue vacation leave on an annual basis at the rate provided to any other City employees with similar length of service; however, the Employee will be provided with 40 hours of vacation leave at the beginning of her employment period as an advance on accrual.

- B. The Employee shall accrue sick leave at the rate provided to any other City employees up with similar length of service.
- C. The Employee shall accrue compensatory leave as earned with a maximum cap of eighty (80) hours.
- D. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued, unused vacation leave, but not sick leave.

#### Section 6: Automobile

Car Allowance. Recognizing that there may be a need to use her personal vehicle for City business, the City Administrator shall be reimbursed for the use of her personal vehicle in the performance of City business at the prevailing Internal Revenue Mileage rate (currently \$0.58 per mile) for all actual mileage for business travel beyond 20 miles from either Pine Lake City Hall or her personal residence.

#### Section 7: Retirement

The Employer agrees to pay an amount equal to 5% of salary into the City of Pine Lake 401 (a) Defined Contribution Plan. The City of Pine Lake 401(a) Defined Contribution Plan shall be administered in accordance with its terms at all times.

### Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for Employee's continued professional participation, growth, and advancement, and for the good of the Employer. These would include the payment of dues for member ship in ICMA, GCCMA and maintenance of Notary Public certification.

B. Employer agrees to budget for and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, to include maintaining status as a Certified Finance Officer and Certified Georgia Municipal Clerk, and attendance at the GCCMA Spring and Fall Conference.

#### Section 9. Proprietary Information.

The City Administrator acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, personally protected health, financial and other information of employees. information concerning the City, its operations, customers, citizens, business and financial condition, which is generally understood among members of the International City-County Management Association ("ICMA") to constitute proprietary information, as well as information with respect to which the City Administrator has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). The City Administrator agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of the City Administrator under this section shall survive the termination of this Agreement.

#### **Section 10: Termination**

For the purpose of this agreement, termination shall occur:

- A. As specified in Section 3.13 of the City of Pine Lake Charter, the Employee can only be terminated by joint action of the mayor and a majority vote of the city council at a regularly scheduled meeting.
- B. When the City of Pine Lake Charter is amended in a manner that substantially changes the form of government relating to the position of the City Administrator, and Employee provides written notice to Employer, within thirty (30) days after the effective date of such amendment, that Employee considers such changes to constitute termination.
- C. The Employer reduces the base salary, compensation or other financial benefit of Employee, and Employer fails to restore such reduction within fifteen (15) days of written notice from Employee of such reduction. Specifically excepted from this provision is any reduction that is applied in no greater percentage than an across-the-board reduction for all City department heads.

#### Section 11: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 10.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six-months salary with one additional month of salary for each completed year of service with the City of Pine Lake, up to a total of nine months. For purposes of this section, deferred retirement contributions at the current rate of pay are included in salary. This severance may be paid in a lump sum or in equal installments. Other options may be agreed upon by the Employer and the Employee.

If the Employee is terminated because of a of any credible allegation of unethical conduct or an illegal act involving personal gain to her, then the Employer is not obligated to pay severance under this section.

#### **Section 12: Resignation**

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of thirty (30) calendar days' notice unless the parties agree otherwise. Failure to provide such notice and work for the time period of such notice, shall result in forfeiture of unused accrued vacation.

#### **Section 13: Performance Evaluation**

Employer shall annually review the performance of the Employee in December subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any final written evaluation should be completed and delivered to the Employee within thirty (30) calendar days of the evaluation meeting.

#### Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee and the Mayor shall be allowed to establish an appropriate work schedule. Except as otherwise agreed with the City's Mayor or as otherwise necessitated to perform her duties in a timely and responsive manner, nothing herein shall require the City Administrator to keep specific office hours or to be physically present in all instances at City offices or facilities. It is anticipated, however, that the City Administrator will generally be present at City offices or facilities or will perform her duties through virtual electronic means during business hours each week as necessary to complete her duties and as directed by the Mayor, including being available to participate in regularly scheduled City Council meetings, and will be available on call Friday through Sunday via telephone or text. The City Administrator acknowledges that much flexibility is required in this position, as there are meetings outside regular business hours that will also require her presence.

#### Section 15: Outside Activities

During the term of this Agreement, the City Administrator shall work primarily for the City. Notice of any outside activities conducted by the Employee must be provided to the Mayor with the understanding that such arrangements shall not constitute interference with or a reduced dedication to her responsibilities under this Agreement and shall not be reasonably be denied unless there is a stated conflict of interest by the Employer. The City Administrator shall be diligent in the performance of her duties at all times and shall be reasonably available to the Mayor and City Council members and to City personnel.

The City Administrator shall comply with the City's practices on procurement, conduct (as reflected in City policies as may be amended from time to time), and reimbursement for expenses incurred.

#### Section 16: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Director of Administration (City Administrator) or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request independent legal representation at Employer's expense to defend such legal action and Employer may not unreasonably withhold approval of such representation. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments. interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section. to be available.

Employee recognizes that Employer shall have the right to compromise and settle any indemnified claim. Employee shall have no veto authority over the settlement of any indemnified claim. In the event Employee is required to be involved in litigation subsequent to the termination or expiration of this Agreement, as a party, witness or advisor to Employer, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any such litigation, including reasonable consulting fees and travel expenses.

#### Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

#### Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Pine Lake, Georgia, Charter or any other law.

#### Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

#### (1) EMPLOYER:

Mayor City of Pine Lake, Georgia P.O. Box 1325 Pine Lake, Georgia 30072

#### (2) EMPLOYEE:

ChaQuias Miller Thornton P.O. Box 212 Tucker, GA 30084

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### Section 20. Entire Agreement

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

#### Section 21. Laws Applicable and Venue

The Agreement is entered into under the laws of the State of Georgia and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in DeKalb County, Georgia.

#### Section 22. Modification

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

#### Section 23: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on March 8, 2022.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Mayor	Employee
ATTEST:	APPROVED AS TO FORM:
 Notary	City Attorney

## Appendix A

## CITY ADMINISTRATOR PINE LAKE, GEORGIA

Leads, manages and directs the daily operations of the City government in accordance with local ordinances and laws and policies prescribed by the Mayor and Council. Duties include directing the administrative activities of the City; taking the lead in coordinating, developing and implementing strategic planning, programming, and budgeting; supervising all city departments, except Police; and, assisting the general public. Responsibilities involve extensive interaction with Mayor and Council; City staff; local, state, and federal governmental officials; business owners and community leaders; Pine Lake residents; and, the news media, attorneys, and the general public. Work is performed independently under the broad policy guidance and direction of the Mayor and Council.

#### **Policy Advisement:**

- Attends Mayor and Council meetings and executive sessions and presents draft resolutions and ordinances for consideration and provides memorandums and reports providing recommendations, advice, professional assistance regarding overall City business and operational for consideration by Mayor and Council.
- Assures that all laws of the state, provisions of the Charter and ordinances, resolutions, regulations and other acts of the Mayor and Council are faithfully executed.
- Implements policies and programs as adopted by the Mayor and Council.
- Manages and conducts varied special projects as requested by the Mayor and Council.
- Provides reports to the Mayor and Council concerning the operations of city departments, offices and agencies or on other topics as requested.

#### Administration:

- Responsible for the administration of all municipal affairs as directed by the Mayor and Council or by the Charter.
- Leads, manages and supervises the operation of the administration, municipal court and public works departments.
- Monitors the effectiveness of personnel, financial, administrative and other policies and procedures and revises as required or needed.
- Investigates all complaints concerning the operation of the city government.
- Prepares correspondence on behalf of the Mayor and Council as requested.
- Completes required registrations, certifications and reports required by outside agencies, the State of Georgia and the Unites States government.

#### City Clerk:

- Serves as City Clerk to perform or delegate to others: the taking of minutes during the regular meetings and executive sessions of Mayor and Council; preserving and maintaining records and documents of the city as required by the Charter and state and federal laws; and, submitting adopted ordinances for codification.
- Performs, or delegates to others the support of municipal elections as required by the Charter and state and federal laws.

#### **Financial Management:**

- Keeps the Mayor and Council fully advised on the City's financial condition.
- Manages and coordinates the preparation of proposed annual budgets and submits to the Mayor and Council for approval.
- Monitors City revenues and expenditures to ensure compliance with adopted budget.
- Assures that the annual audit is performed in a timely manner.
- Serves as purchasing officer in accordance with established purchasing procedures.
- Develops, solicits and reviews bids and proposals and recommends and/or selects final contractors consistent with the requirements of the financial policies.
- Negotiates and executes lawful contracts on behalf of the City.

#### **Human Resources:**

- Ensures personnel programs and services comply with applicable state, federal and local regulations.
- Recruits, selects, and evaluates staff; directs changes in staff as needed in accordance
  with the City's personnel rules, regulations, policies and any applicable provisions of the
  Charter or state and federal laws.
- Oversees payroll function.

#### Compliance

- Oversees compliance with planning and zoning, building development, codes enforcement and environmental ordinances and regulations of the City and laws and regulations of the State of Georgia and the United States governments.
- Manages or delegates the management of consultants and contractors hired by the City for compliance.

Note: The omission of specific statements of duties does not exclude them from this appendix. Other related duties may be required and assigned.



# Memo

To:

Mayor and City Council

From:

Peggy Merriss, Acting City Administrator

Organ unsures

Date:

February 17, 2022

Re:

Approval for Use of Council Chambers Room

Mayor pro tem Jean Bordeaux has submitted a request for Council approval to re-start holding monthly PRISM Advisory Board meetings in the Courthouse. Mayor pro tem Bordeaux is a member of the board and prior to COVID, Pine Lake had offered facilities for the meetings.

PRISM is a non-partisan organization that seeks to provide information to the residents of Central DeKalb, such as candidate forums and updates on topics of interest such as Memorial Corridor planning etc. The meetings normally have 8 – 10 people and are planning meetings for general membership events that would be held at another venue.