

**CITY OF PINE LAKE
SPECIAL CALLED MEETING
AGENDA
March 16, 2022
5:30 PM
Council Chambers
459 Pine Drive Pine Lake, GA**

Call to Order

Adoption of Agenda

NEW BUSINESS

Employment Agreement – City Administrator

Approval of an amendment to the “Employment Agreement” for the services of a City Administrator to clarify Termination and Severance Provisions.

Employment Agreement – Acting City Administrator

Approval of an amendment to the “Employment Agreement” for the services of the Acting City Administrator to extend the term until April 3, 2022 and change the compensation from salary to hourly.

Adjournment

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL
SERVICES OF CITY ADMINISTRATOR
AMENDMENT #1**

WHEREAS, AN EMPLOYMENT AGREEMENT ("Agreement") was approved on March 8, 2022 by and between the City of Pine Lake, Georgia ("City") for the professional services of ChaQuias Miller Thornton, an individual who the Mayor has appointed as Director of Administration of the City ("City Administrator") and confirmed by the City Council, is hereby amended.

NOW THEREFORE, the following Amendment #1 is adopted:

1. SECTION 10. TERMINATION is replaced in its entirety with the following:

Section 10: Termination

For the purpose of this agreement, termination shall occur:

A. When Employee is discharged without cause.

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.

2. SECTION 11. SEVERANCE is replaced in its entirety with the following:

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.

CITY OF PINE LAKE, GEORGIA

By: _____
Melanie Hammet, Mayor

Attest:

Acting City Clerk

Effective Date: March 16, 2022

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. When Employee is discharged without cause.~~

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.~~

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL
SERVICES OF CITY ADMINISTRATOR
AMENDMENT #5**

WHEREAS, AN EMPLOYMENT AGREEMENT ("Agreement") was entered into on October 15, 2020 by and between the City of Pine Lake, Georgia ("City") for the professional services of Peggy Merriss, an individual who the Mayor has appointed as Acting Director of Administration of the City ("Acting City Administrator") and confirmed by the City Council, and as amended on December 8, 2020, on February 23, 2021, on December 28, 2021 and on January 25, 2022 is hereby further amended.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the parties hereby agree to the following Amendment #5:

- 1. SECTION 3. TERMINATION** is replaced in its entirety with the following:

SECTION 3. TERMINATION

The employment of Peggy Merriss as Acting City Administrator shall terminate no later than April 3, 2022 unless extended in writing by the Mayor and Peggy Merriss subject to confirmation by the City Council. Additionally, the parties acknowledge that Section 3.13 of the City Charter provides a process for the termination of a City Administrator's services. The Acting City Administrator agrees to waive the procedures and requirements for termination set forth in Section 3.06 of the City Charter during the term of this Agreement. If the City desires to terminate the services of the Acting City Administrator prior to the end of the term of this Agreement, the City shall merely provide at least fourteen (14) days' prior written notice to the Acting City Administrator and such termination shall be immediate or otherwise effective upon the date set forth in the notice.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Acting City Administrator to resign at any time from her position with the City and terminate this Agreement; provided, however, the Acting City Administrator shall give the City at least fourteen (14) days' prior written notice, unless the parties otherwise agree in writing.

- 2. SECTION 4. TERM** is replaced in its entirety with the following:

SECTION 4. TERM

The parties acknowledge that the Acting City Administrator's employment is to fill, temporarily, the City Administrator position as of October 19, 2020. Therefore, the term of the Agreement shall begin on the Effective Date and continue through a period not to exceed April 3, 2022.

- 3. SECTION 6. COMPENSATION AND ALLOWANCES**, Letter A is replaced in its entirety with the following:

SECTION 6. COMPENSATION AND ALLOWANCES

A. Base Compensation. The base compensation for the Acting City Administrator shall be \$37.50 per hour for the period beginning March 21, 2022 through April 3, 2022, not to exceed a total of \$3,000, paid in installments through the City's existing payroll system.

IN WITNESS WHEREOF, the parties have executed this Amendment 5 to the Agreement through their duly authorized representatives.

CITY OF PINE LAKE, GEORGIA

By: _____
Melanie Hammet, Mayor

Date of Execution: _____

Attest:

City Clerk

Approved as to form:

City Attorney

ACTING CITY ADMINISTRATOR

By: _____
Peggy Merriss

Date of Execution: _____

Effective Date: March 16, 2022