



**CITY OF PINE LAKE, GEORGIA  
SPECIAL CALLED MEETING AGENDA  
MAY 10th, 2024 @ 9:00AM**

**COUNCIL CHAMBERS, 459 PINE DRIVE, PINE LAKE, GA 30072**

**NOTE: All attendees are reminded to silence cellular phones and other devices that may cause interruption of the session proceedings.**

**CALL TO ORDER – SPECIAL CALLED MEETING**

- 1. Agreement between the City of Pine Lake and Vernon B. Kendrick for Professional Services – Special Projects Manager – Public Works**

**ADJOURNMENT**

**MAYOR**

Brandy Hall

**COUNCIL MEMBERS**

Jean Bordeaux, Mayor pro tem

Jeff Goldberg

Thomas Ramsey

Thomas Torrent

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  
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## **AGREEMENT FOR PROFESSIONAL SERVICES OF SPECIAL PROJECTS MANAGER – PUBLIC WORKS**

**WHEREAS**, the City of Pine Lake has a number of capital projects planned and needs someone with appropriate professional expertise to assist in overseeing the assessment, planning, execution and completion of such projects;

**WHEREAS**, the City of Pine Lake needs someone to assess the City's recreation, stormwater and public works infrastructure and create maintenance schedules and standard operating procedures for the Public Works Department;

**WHEREAS**, the City of Pine Lake needs someone to temporarily supervise the Public Works Department; and

**WHEREAS**, Vernon B. Kendrick has represented that he has the necessary skills, education, experience and certifications to serve as a Special Projects Manager – Public Works;

**NOW THEREFORE, THIS CONTRACTUAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Pine Lake, Georgia ("City") for the professional services of Vernon B. Kendrick, an individual who the City is contracting with to serve as a Special Projects Manager – Public Works ("Special Project Manager") subject to approval by the City Council. The Special Project Manager shall be an independent contractor and not an employee of the City. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

### **SECTION I. EFFECTIVE DATE**

This Agreement shall become effective May 13, 2024 and be in effect until December 31, 2024 unless terminated earlier by either party acting under Section 3. The parties may extend or renew the Agreement in writing properly approved and signed by both parties. The City shall notify the Special Projects Manager no later than November 30, 2024 whether the City wants to renew or extend the Agreement.

### **SECTION 2. RESPONSIBILITIES**

The Special Projects Manager undertakes to provide the following professional services to the City:

- In-field management of special and capital public works projects;
- Assessment of street infrastructure for maintenance prioritization including compiling of conditions list and creation of maintenance schedule(s);
- Assessment of stormwater infrastructure including compiling of conditions list and creation of maintenance schedule(s);
- Assessment of environmental and recreational infrastructure (lake/wetlands/parks) including compiling of conditions list and creation of maintenance schedule(s);
- Assessment and scheduling of public works duties and tasks (regular operating) including drafting comprehensive Public Works Standard Operating Procedures (regular operations and maintenance) customized for the City;

- Formulation of vendors list and contacts for public works;
- Assisting Administration in administering public works projects as assigned from assessment of project scope to project completion;
- Plan, schedule, and assign work duties that are under the Public Works department's purview including instructing and training in correct methods and procedures as necessary and examining work for completion;
- Supervise and participate in the repair and maintenance of the City's buildings, parks, right-of-way, streets, and storm utility structures;
- Supervise and participate in grounds maintenance work including, but not limited to, mowing, weed control, pruning hedges, and rubbish removal for all city facilities as needed;
- Supervise and participate in storm water system maintenance work including, but not limited to clearing drains, mitigating reported spills, and assisting in annual storm water system reporting;
- Performs and/or provide for water testing, maintenance and monitoring the lake, wetlands, and associated grounds and set up seasonal beach/lake opening and operation;
- Supervise and participate in street maintenance including, but not limited to, sweeping and clean-up of debris and materials from the roads, snow and ice removal from roadways in situations of inclement weather, and sign replacement and installation;
- Supervise and perform semi-heavy to heavy manual labor, including lifting heavy objects and working in all type of weather conditions;
- Monitors performance of employees (regular, temporary, contract, or otherwise) and contractors performing public works tasks; and
- Prepare reports for the City Manager and attend City Council meetings and other meetings as requested.

### **SECTION 3. TERMINATION**

The City may terminate this Agreement at any time without cause but shall provide payment for all work provided up to that point by the Special Projects Manager plus an additional payment equivalent to two (2) bi-weekly payments for services (total additional payment of \$4,230.78). The City may terminate this Agreement immediately at any time for failure to satisfactorily perform the duties, violation of the City's Code of Ethics, causing damage to any person or property, or any other activity, including but not limited to, charged criminal activity which undermines the Mayor, City Council or City Manager's confidence in the ability of the Special Project Manager.

### **SECTION 4. ON SITE AND REMOTE WORK; AVAILABILITY**

During the term of this Agreement, the Special Projects Manager shall be in the City of Pine Lake to perform services no less than   32   hours each week and shall provide service to the City for at least 40 hours each week. As some tasks the Special Projects Manager is engaged to provide may be done remotely, the Special Project Manager may provide remote access services to the City one day per week (8 hours equivalent). The Special Projects Manager 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. The Special Projects Manager may be requested to attend City Council meetings or other public meetings, and will be available on call Friday through Sunday via telephone or text. The Special Projects Manager acknowledges that much flexibility is required for

performing services pursuant to this Agreement, as there are meetings outside regular business hours that will also require his presence.

### **SECTION 5. PAYMENT**

The City shall pay the Special Projects Manager \_\_\_\$33,846.24 (\$2,115.39 bi-weekly equivalent, \$55,000.14 annual equivalent)\_\_\_\_\_ for the period of May 1, 2024 through December 31, 2024 paid in equal installments bi-weekly. The Special Projects Manager’s payments will not be subject to the ordinary and customary withholdings of employees of the City, including federal and state taxes or assessments or withholdings for employee benefits, as the Special Projects Manager is a contractor and not an employee. The Special Projects Manager is not eligible for any employee benefits including workers’ compensation coverage, health, retirement, or paid time off. For performing work remotely, the Special Projects Manager has and will provide his own computer, printer, and Internet access at no expense to the City.

### **SECTION 6. PROPRIETARY INFORMATION**

The Special Projects Manager acknowledges that he may have access to and become acquainted with confidential and other information proprietary to the City or its contractors or vendors, including, but not limited to, information concerning operations, customers, citizens, business and financial condition, as well as information with respect to which the Special Projects Manager has an obligation to maintain confidentiality due to obligations of the City under contracts (collectively referred to herein as “Proprietary Information”). The Special Projects Manager 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 Special Projects Manager under this section shall survive the termination of this Agreement.

### **SECTION 7. 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 8. 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 Fulton County, Georgia.

**SECTION 9. 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.

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

**CITY OF PINE LAKE, GEORGIA**

By: \_\_\_\_\_  
Brandy Hall, Mayor

Date of Execution: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Acting City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**SPECIAL PROJECT MANAGER**

By: \_\_\_\_\_  
Vernon B. Kendrick

Date of Execution: \_\_\_\_\_