

**CITY OF PINE LAKE  
AGENDA  
February 9, 2021  
7:00 PM  
VIA ZOOM**

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Call to Order

Announcements/Communication

Adoption of Agenda

**CONSENT AGENDA**

Adoption of the City Council Meeting Minutes for January 26, 2021.

**OLD BUSINESS**

COVID-19 Pandemic Report – Mayor Hammet

Presentation of Fiscal Year 2019 Audit – Jimmy Whitaker

**NEW BUSINESS**

Approval of Proposal for Phase 1 of the Dam and Wetland Repair Project.

Recommend approval of a proposal from CPL Architecture Engineering & Planning for Phase 1 services in the amount of \$20,770.

Approval of Proposal for Professional Services for Oak Drive Repair and Repaving Project.

Recommend approval of a proposal from CPL Architecture Engineering & Planning for professional in the amount of \$4,500.

**REPORTS AND OTHER BUSINESS**

Public Comments

Acting City Administrator – Server Installation Update

Mayor and City Council

Adjournment

Residents can access this meeting by calling:

Conference line 1 929-205-6099

Meeting ID 967 0462 7805

**CITY OF PINE LAKE**  
**CITY COUNCIL MEETING MINUTES**  
**January 26, 2021**  
**7:00 PM**  
**VIA ZOOM**

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**Call to Order** **Call to Order-** at 7:00 pm by Mayor Melanie Hammet.

Present – Mayor Melanie Hammet, Mayor pro tem Jean Bordeaux and Council members Brandy Beavers, Tracey Brantley, Brandy Hall, and Augusta Woods. Also present were Acting City Administrator Peggy Merriss, Administrative Coordinator Missye Varner and Chief of Police Sarai Y’Hudah-Green. City Attorney Susan Moore was not present.

**Announcements/Communication**

**Adoption of Agenda**

On motion by Council member Hall and seconded by Mayor pro tem Bordeaux, the Agenda was approved unanimously.

**CONSENT AGENDA**

Adoption of the City Council Meeting and Executive Session Minutes for January 12, 2021.

On motion by Mayor pro tem Bordeaux and seconded by Council member Brantley, the Consent Agenda was approved unanimously.

**OLD BUSINESS**

COVID-19 Pandemic Report – Mayor Hammet

The Mayor reported that COVID-19 key data numbers were discussed on the weekly Georgia Mayors’ call and that Georgia’s positivity rate is at 14.50% and the goal is 5%. She also stated that Georgia is #32 in the United States with COVID-19 positive tests; #4 in the number of cases; and, ranks #5 in the number of deaths.

Mayor Hammet said that Georgia Department of Labor Commissioner Mark Butler was on the call and discussed the speed regarding filing unemployment claims. He said that the 4.5 million claims were filed in 2020 due to the novel coronavirus. Mayor Hammet stated that Commissioner Butler said that there will be a new and better blueprint for filing for unemployment benefits moving forward.

Mayor Hammet continued to encourage everyone to wear their mask, wash hands and to social distance to help curtail the spread of COVID-19.

**NEW BUSINESS**

Approval of 2021 “Notice of Election”

Recommend approval of the 2021 “Notice of Election” for three City Council including setting the qualifying fee and the dates for qualifying.

On motion by Council member Hall and seconded by Mayor pro tem Bordeaux, the Notice of Election was approved unanimously.

Adoption of Resolution Confirming Executive Session of January 12, 2020.

On motion by Mayor pro tem Bordeaux and seconded by Council member Woods, **Resolution # R-01-2021** was approved unanimously.

**REPORTS AND OTHER BUSINESS**

**Public Comments**

There were not any public comments.

**Mayor and City Council**

There were not any public comments.

**Adjournment** On motion by Council member Beavers and seconded by Council member Hall, adjournment was approved unanimously.

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Missye Varner, Administrative Coordinator



# Memo

**To:** Mayor and City Council

**From:** Peggy Merriss, Acting City Administrator

**Date:** February 5, 2021

**Re:** Pine Lake Dam and Wetlands Repair Project

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The purpose of this memorandum is to recommend approval of a proposal from CPL Architecture Engineering & Planning for Option 1, Phase 1 of the Pine Lake dam and wetlands repair project in the amount of \$20,770 with funding from the unallocated fund balance of the Storm Water Utility. CPL has also provided an alternative Option 2, Phase 1 that reduces the topographical survey from the entire northern side of the wetlands and lake shore (see page 7 of the proposal) to a limited area (see page 8 of the proposal) that has been identified as more critically in need of repair. Option 2, Phase 1 is \$17,470, a difference of \$3,300.

It is my understanding that concerns about the dam and wetlands has been longstanding. The total project has been divided into three phases. The current recommendation for implementation of Phase 1 will include a topographical survey, an environmental survey and production of construction documents. Completion of Phase 1 is necessary to determine what permitting will be needed and to define the scope and cost of the repairs. Without this step, the Council will not have the information necessary to decide about moving the project forward.

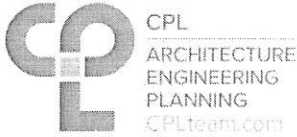
The proposal also includes an estimate of costs for Phase 2 which includes professional services for permitting, bidding and construction administration. A more refined estimate for permitting is not possible without completing the topographical and environmental surveys that are necessary for a final determination of the type and extent of permitting that will be required. The Council is not being asked to approve Phase 2 at this time.

Phase 3 would be the actual construction of the repairs. An estimated cost will be determined once the construction documents are completed. Council is not being asked to approve Phase 3 at this time.

The estimated unallocated fund balance for the Storm Water Utility at the end of fiscal year 2020 is approximately \$139,500. Option 1, Phase 1 is \$20,770 which would reduce the fund balance to \$118,730. Option 2, Phase 1 with the reduced topographical survey is \$17,440 which would

reduce the fund balance to \$122,030. If Phase 2 is approved, the fund balance would be reduced to \$107,980 to \$104,680 which some portion could be used for maintenance and repair costs. Currently, the Stormwater Fund basically breaks even with revenues covering on-going maintenance and compliance costs. If fully implemented, the dam and wetlands repair project will likely be the major stormwater capital expense as it will take several years to build back a fund balance capable of covering a major capital expenditure.

Approval of Option 1, Phase 1 in the amount of \$20,770 from the Stormwater Utility Fund is recommended.



February 5, 2021

Ms. Peggy Merriss, Acting City Administrator  
City of Pine Lake  
P.O. Box 1325  
425 Allgood Road  
Pine Lake, GA 30072

VIA EMAIL @ [PeggyMerriss@pinelakega.net](mailto:PeggyMerriss@pinelakega.net)

RE: City of Pine Lake  
Dam and Wetland Repair Project Proposal

Dear Ms. Merriss:

Clark Patterson Lee (CPL) is pleased to provide this proposal to create construction documents suitable for retaining a contractor to repair erosion problems on the face of the city's dam and wetland embankment, as follows:

**Scope of Work (Option 1: Armor Entire Dam & Wetland Area)**

Phase 1:

1. We will obtain a topographic survey of the area as shown in exhibit A.
2. We will evaluate the environmental permitting requirements based on the potential encroachment into jurisdictional waters or state waters buffers.
3. We will create a set of construction documents.

Phase 2:

1. We will permit said documents with authorities having jurisdiction.
2. We will perform bidding administration.
3. We will perform construction administration

**Scope of Work (Option 2: Armor Problem Area on Dam & Wetland Area)**

Phase 1:

1. We will obtain a topographic survey of the area as shown in exhibit B.
2. We will evaluate the environmental permitting requirements based on the potential encroachment into jurisdictional waters or state waters buffers.
3. We will create a set of construction documents.

Phase 2:

1. We will permit said documents with authorities having jurisdiction.

3011 Sutton Gate Dr.  
Suite 130  
Suwanee, GA 30024  
770.831.9000 TEL  
CPLTeam.com

2. We will perform bidding administration.
3. We will perform construction administration

**Fee Proposal**

CPL will perform the above referenced scope of work for the following lump sum fees:

1. Option 1, Phase 1:
    - a. Scope Item 1 – Topographic survey: \$ 8,250 Lump Sum
    - b. Scope Item 2 – Environmental survey: \$ 2,750 Lump Sum
    - c. Scope Item 3 – construction documents: \$ 9,770 Lump Sum
  - Option 1, Phase 2:
    - a. Scope Item 1 - permitting: \$10,800 Lump Sum
    - b. Scope Item 2 – Bidding \$ 750 Lump Sum
    - c. Scope Item 3 – Construction Administration: \$ 2,500 hourly
- Total: \$34,820

2. Option 2, Phase 1:
    - a. Scope Item 1 – Topographic survey: \$ 4,950 Lump Sum
    - b. Scope Item 2 – Environmental survey: \$ 2,750 Lump Sum
    - c. Scope Item 3 – construction documents: \$ 9,770 Lump Sum
  - Option 2, Phase 2:
    - a. Scope Item 1 - permitting: \$10,800 Lump Sum
    - b. Scope Item 2 – Bidding \$ 750 Lump Sum
    - c. Scope Item 3 – Construction Administration: \$ 2,500 hourly
- Total: \$31,520

In Phase 2 for both Option 1 and Option 2, the Scope Item for Construction Administration will be charged using our hourly rates listed in Appendix B. We estimate those expenses will not exceed \$4,500.00. We will not exceed the estimated budget without authorization from the City. Direct expenses will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

**TERMS AND CONDITIONS:**

This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Pine Lake and CPL with respect to the work to be performed by CPL for the benefit of Pine Lake and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document

satisfactorily sets forth the understanding of the arrangement between Pine Lake and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.

We look forward to working with you on this project.

Sincerely,

**CPL ARCHITECTURE ENGINEERING & PLANNING**



Rich Edinger, P.E.  
Vice President

cc: file

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Option: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_



## APPENDIX "A" TERMS AND CONDITIONS

1. CPL Architecture, Engineering, and Planning (hereinafter CPL) shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth in the agreement. In providing services under this Agreement, CPL shall perform in a manner consistent with and limited to that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. CPL makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications, which may impact both the cost and schedule of the Project.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultant's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$5,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds. In the event the Client does not wish to limit the Consultant's professional liability, the Consultant agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay 25% of the Consultant's total fee within five (5) calendar days after this agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

# City of Pine Lake Dam & Wetland Repair Project Proposal

February 5, 2021

Page 5 of 8

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.

13. In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents, including electronic files, prepared by CPL without obtaining CPL's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against CPL and to release CPL from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CPL from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. The Client also agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to CPL's construction documents, including electronic files, without the prior written approval of CPL and that further requires the Contractor to indemnify both CPL and the Client from any liability or cost arising from such changes made without such proper authorization.

**APPENDIX "B"**  
**CPL HOURLY RATES**

<b>PRINCIPAL ENGINEER</b>	<b>\$210 - \$240/HR</b>
<b>PROJECT MANAGER</b>	<b>\$180 - \$210/HR</b>
<b>SR. STAFF ENGINEER / SR. ARCHITECT / SR. PLANNER</b>	<b>\$ 145 - \$165/HR</b>
<b>STAFF ENGINEER / ARCHITECT / PLANNER</b>	<b>\$ 125 - \$150/HR</b>
<b>JR. ENGINEER / JR. ARCHITECT / JR. PLANNER</b>	<b>\$ 85 - \$125/HR</b>
<b>DESIGNER / DRAFTPERSON</b>	<b>\$ 60 - \$70/HR</b>
<b>JR. DESIGNER / JR. DRAFTPERSON / JR. PLANNER</b>	<b>\$ 50 - \$55/HR</b>
<b>SECRETARIAL</b>	<b>\$ 45/HR</b>
<b>AUTO MILEAGE</b>	<b>IRS RATE + 15%</b>
<b>MISCELLANEOUS</b>	<b>COST PLUS 15%</b>







# Memo

**To:** Mayor and City Council

**From:** Peggy Merriss, Acting City Administrator *Peggy Merriss*

**Date:** February 5, 2021

**Re:** Pavement Evaluation and Construction Document Preparation – Oak Drive

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The purpose of this memorandum is to recommend approval of a proposal from CPL Architecture Engineering & Planning for pavement evaluation and construction document preparation for the Oak Drive LMIG/SPLOST project in an amount not to exceed \$4,500 that is funded in the FY 2021 SPLOST Fund budget.

Services will be provided through the City of Pine Lake's on-call agreement with CPL. The scope of work is listed in the proposal and will allow the repair and repaving of Oak Drive to proceed. The SPLOST Fund receives revenues from the 1 cent Special Purpose Local Option Sales Tax that was approved by DeKalb County voters in 2017 and became effective April 1, 2018 and revenues from the Local Maintenance Improvement Grant (LMIG) program from the Georgia Department of Transportation.

The City has received complaints about the condition of Oak Drive from residents and currently its condition impacts the ability of DeKalb County to collect garbage and recycling and repairs and maintenance are needed.

Approval of the proposal is recommended.



February 4, 2021

Ms. Peggy Merriss, Acting City Administrator  
City of Pine Lake  
P.O. Box 1325  
425 Allgood Road  
Pine Lake, GA 30072

VIA EMAIL @ [PeggyMerriss@pinelakega.net](mailto:PeggyMerriss@pinelakega.net)

RE: City of Pine Lake  
Pavement Evaluation and Construction Document Preparation Task Order

Dear Ms. Merriss:

CPL Architecture, Engineering and Planning is pleased to provide this proposal to evaluate an approximately one-third of a mile of local street (Oak Drive) for re-paving as follows:

**Scope of Work**

1. Evaluate and measure areas with load related failures that need to be cut out and replaced.
2. Evaluate and measure areas of potential base failure.
3. Create a quantity list of repair items for bidding.
4. Calculate an opinion of probable cost of construction.
5. Create construction documents suitable for bidding.
6. Administer the bidding process (if required).
7. Perform construction administration.

**Fee Proposal**

CPL will perform the above referenced scope of work hourly not to exceed \$4500 as indicated in the hourly rates listed in Appendix 'B'.

Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

**TERMS AND CONDITIONS:**

This agreement shall be administered in accordance with the Terms and Conditions listed in the approved contract for general consulting services dated July 7, 2017.

3011 Sutton Gate Dr.  
Suite 130  
Suwanee, GA 30024  
770.831.9000 TEL  
CPLTeam.com

We look forward to working with you on this project.

Sincerely,

**CPL ARCHITECTURE ENGINEERING & PLANNING**



Rich Edinger, P.E.

Vice President

cc: file

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_ Title: \_\_\_\_\_





# Memo

**To:** Mayor and City Council  
**From:** Peggy Merriss, Acting City Administrator  
**Date:** February 5, 2021  
**Re:** Installation of Server at City Hall

*Peggy Merriss*

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The purpose of this memorandum is to provide an update on the server installation project at City Hall. We are working with the City's technology contractor, VC3 to get the server installed. VC3 has established a project team to implement the install and last week their cabling sub-contractor came to City Hall and determined a location for the server that will require minimum cabling and disruption to the building and to City operations. We will have a server cabinet that will be secured and has a fan to circulate air and keep the server from overheating.

The relocation of the cabling and installation of the cabinet will cost approximately \$1,420 which will be paid to the sub-contractor directly. Installation of the server and setting up and connection of the workstations at City Hall to the network will be done by VC3 and will cost approximately \$2,400. Funding for the project is included in the FY 2021 approved budget.

It is anticipated that the project will be completed by the end of February, 2021.