

CITY OF PINE LAKE
AGENDA
January 31, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

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

Call to Order

Announcements/Communication

Adoption of Agenda of the Day

Adoption of the Minutes

- Regular Meeting – January 10, 2023

Public Comments – 3 minutes each please

Old Business

New Business

1. Employment Contract – Municipal Court Judge – The Honorable Judge L’Erin Wiggins
2. Resolution R-01-2023 Revised – Ratification – To Set Qualifying Fees
3. Resolution R-03-2023 FY2022 Budget Amendment
4. Resolution R-04-2023 – Pledging to Practice and Promote Civility
5. Local Maintenance Improvement Grant Application

REPORTS AND OTHER BUSINESS

Public Comments – 3 minutes each please

Staff Reports

Administration
Public Safety
Public Works

Reports/Comments

Mayor
City Council

Information for “The Pine Lake News” eblast.

Adjournment

**CITY OF PINE LAKE
COUNCIL MEETING MINUTES
January 10, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

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

Call to Order Present: Mayor Hammet, Council members Brandy Hall, Augusta Woods, Tracey Brantley and Nivea Castro. City Administrator ChaQuias Miller-Thornton, Chief of Police Sarai Y’Hudah-Green, Administrative Coordinator Missye Varner were also present. Mayor pro tem Jean Bordeaux and City Attorney Susan Moore were not present.

Announcements/Communication

Mayor Hammet:

- announced that she was previously interviewed by Faith Jessie of 11Alive News.
- communicated that she received an email from Commissioner Lorraine Cochran-Johnson regarding funding for Poplar Park and budget that was previously drafted by Council Member Hall was presented to Commissioner Cochran-Johnson. The Mayor also stated that she was assembling a panel for the city mural on Rockbridge Road to include, Chief of Staff Alesia Brooks, Chief of Staff to Commissioner Steve Bradshaw, Innocent Walford, Owner of Reliance Tiers, Inc., Resident Robert Witherspoon and Council member Woods.
- communicated that DeKalb County and Georgia Power has entered into an agreement to fund and install decorative street lighting on Rockbridge Road.

Adoption of Agenda of the Day

Council Member Hall motioned to adopt the agenda, seconded by Council member Castro, the adoption of the agenda passed unanimously.

Adoption of the Minutes

- Regular Meeting – December 13, 2023
- Executive Session – December 13, 2022

Council Member Woods motioned to adopt the minutes, seconded by Council Member Hall the adoption of the minutes passed unanimously.

**CITY OF PINE LAKE
COUNCIL MEETING MINUTES
January 10, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Public Comments – 3 minutes each please

Consent Agenda

1. 2023 Appointments
 - a. City Attorney – Susan J. Moore
 - b. City Auditor – James Whitaker
 - c. City Engineer – Rich Edinger, Clarke Patterson Lee
 - d. Legal News Organ – Champion Newspaper
 - e. Municipal Court Judge – L’Erin Barnes Wiggins
 - f. Solicitor - Jonathan Kester

Council Member Brantley motioned to adopt the consent agenda-2023 Appointments; seconded by Council Member Castro the adoption of the consent agenda passed unanimously.

Old Business

1. Charter Amendment – Ordinance 2022-04 – Second Adoption

Council Member Brantley performed the second read of the Ordinance, with a motion by Member Castro to consider second adoption of the Charter Amendment – Ordinance 2022-04; Council Member Woods seconded the motion. Upon a motion and second, the second adoption of Ordinance 2022-04 passed unanimously, thus making ChaQuias Miller-Thornton the first City Manager in the City’s history.

2. Proposed Financial Policies and Procedures Manual

City Administrator Miller-Thornton presented the Proposed Financial Policies and Procedures Manual to Mayor and Council on November 29, 2022. Finding a need for additional review, the Mayor and Council consented not to take any action on this item, and it was placed on the January 10, 2023 regular meeting agenda. There was not any action taken on this item and it will be placed on a future agenda.

New Business

1. SafeBuilt Contract Amendment

Council Member Hall motioned to approve the amended SafeBuilt Contract; seconded by Council Member Woods, the amended contract passed unanimously.

CITY OF PINE LAKE
COUNCIL MEETING MINUTES
January 10, 2023 at 7:00 PM
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2. Letter of Engagement – Auditor Services – James Whitaker P.C. – For year ending December 31, 2022

Council Member Castro motioned to approve the Letter of Engagement – Auditor Services- James Whitaker P. C. – For year ending December 31, 2022; seconded by Council Member Brantley, Letter of Engagement for Auditor Services passed unanimously

3. Resolution R-01-2023 – To Set 2023 Qualifying Fees

Council Member Hall motioned to approve Resolution R-01-2023 – To Set 2023 Qualifying Fees; seconded by Council Member Woods; the resolution passed unanimously.

4. Resolution R-02-2023 – Confirmation of December 13, 2022 Executive Session

Council Member Hall motioned to approve Resolution R-02-2023 – Confirmation of December 13, 2022, Executive Session; seconded by Council Member Castro; the resolution passed unanimously.

5. Resolution R-03-2023 – FY2022 Budget Amendment

Council Member Brantley motioned to adopt Resolution R-03-2022 – Proposed FY2023; seconded by Council Member Hall, the resolution passed unanimously. City Administrator Thornton informed Council that the revisions to the 2022 budgets have previously been approved by resolution of Mayor and Council.

Public Comments – 3 minutes each please

Staff Reports

Administration
Public Safety
Public Works

Copies of the Administration, Public Works and Public Safety reports are on file in City Hall for reviewing. Please email missyevernar@pinelakega.net to request copy or call 404-999-4931 to schedule an appointment to review the copy.

**CITY OF PINE LAKE
COUNCIL MEETING MINUTES
January 10, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Reports/Comments

Administration

ChaQuias Miller-Thornton provided Council with copy of the Administration Report. She asked that the review the report at their leisure and present any questions or concerns to her. Public Works report was also included in the document.

Mayor

Mayor Hammet presented updated badges made by Christina Ward to Council Members and Staff. The beautifully crafted were made by Christina Ward and everyone loved and thanked the Mayor for them.

City Council

There were not any comments at this time.

Pine Lake Director of Administration is now Pine Lake City Manager

Pine Lake is proud to announce our first City Manager, ChaQuias Miller Thornton. Ms. Thornton has been serving Pine Lake in the role of Director of Administration. This title change, and the related charter amendments, provide clarity of duties, additional responsibilities, and authority to the previous designation and offers more opportunity for Ms. Thornton to serve the city.

Street Leaf pickup will resume January 18th, 2023

Public works will complete this operation via tractor and truck since our beloved "PigPen" is currently unavailable. Streets scheduled for service will be announced prior to the day of their designated operation.

Employment Opportunity – Court Clerk

Pine Lake is accepting applications for the position of Municipal Court Clerk. The Court Clerk is responsible for the coordination of activities of the Municipal Court. The position will also assist with other Administration Office and Police Administration service functions and operations. The position is a full-time, non-exempt position and is under the general direction of the City Administrator.

If you know of anyone interested, please direct them to: [Employment Opportunities](#) for additional information and application form. 0Clerk.pdf

**CITY OF PINE LAKE
COUNCIL MEETING MINUTES
January 10, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Adjournment

Council Member Woods motioned to adjourn at 7:54pm; seconded by Councilmember Hall, passed unanimously.

Missye Varner, Administrative Coordinator

DRAFT



Memo

To: Mayor and City Council
From: ChaQuias Thornton, City Administrator
Date: January 23, 2023
Re: Employment Contract – Chief Municipal Court Judge – L’Erin Barnes Wiggins

The Charter of the City of Pine Lake provides the following about the selection, terms of appointment, and compensation for the position of Judge.

Article IV. – Judicial Branch

Section 4.11. – Judges.

- (a) The municipal court shall be presided over by a chief judge and such parttime, fulltime or stand-by judges as shall be provided by ordinance. The method of selection and terms of such judges shall be provided for by ordinance.
- (b) No person shall be qualified or eligible to serve as a judge on the municipal court unless he shall have attained the age of 21 years and shall be a member of the State Bar of Georgia. All judges shall be appointed by the city council.
- (c) Compensation of the judges shall be fixed by ordinance.
- (d) Judges may be removed for cause by a vote of three members of the city council.
- (e) Before assuming office, each judge shall take an oath, given by the mayor, that he will honestly and faithfully discharge the duties of his office to the best of his ability and without fear, favor or partiality. The oath shall be entered upon the minutes of the city council journal required in [section 2.20](#) [of this Charter].

On January 10, 2023 Mayor and Council made annual appointment by unanimous consent, for the position of Chief Municipal Court Judge. Judge L’Erin Barnes Wiggins was reappointed to the position.

Attached is the Employment Contract between the City of Pine Lake and Judge Wiggins for the municipal court judge position. All proposed terms of the contract are the same as the most previous contract except for the following:

1. Compensation increase of \$150 per month (based on FY2023 budget allocation) – from the previously contracted amount of \$1,000 per month to \$1,150 per month. No increase in salary for the position has been implemented since 2017.

It is specified that compensation for the position is not subject to tax withholdings and will be paid to L.F. Barnes Law, LLC.

IV. COMPESATION AND BENEFITS.

a. Compensation

In consideration for the successful performance of the duties of the Municipal Court Judge, as referred to hereinabove, the CITY agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judge's services, the total of **One Thousand One Hundred and Fifty Dollars (1,150.00) per month**, beginning January 1, 2023 and ending December 31, 2023. Such compensation covers three court sessions per month and all associated court activity outside/beyond regular sessions. Such compensation is not subject to withholding for any taxes and shall be payable to L.F. Barnes, LLC.

2. In accordance with Section 4-11(b) shown above, any associate, parttime, fulltime or stand-by judge shall be appointed by the Council.

As proposed, the Chief Judge will no longer be responsible for paying any associate judge appointed by the Council, and who serves in the chief judge's absence. Process of payment for the associate judge will be a function of the Administration Office (accounting).

VIII. GENERAL PROVISIONS.

- a. The Chief Municipal Court Judge shall be allowed to select one or more associate judges to serve in her stead during her absence, provided her absence is not a result of termination or expiration of this Contract. Any such associate judge shall be ~~approved~~ appointed by the City Council in advance of holding court. ~~The Municipal Court Judge shall be responsible for covering the compensation of any associate judge sitting in her absence.~~

Please let me know if you should have any questions or concerns regarding the Employment Contract, as proposed, or the information contained within this memorandum.

Thank you,

CMThornton

EMPLOYMENT CONTRACT
MUNICIPAL COURT JUDGE

THIS EMPLOYMENT CONTRACT for the Municipal Court Judge of the City of Pine Lake, Georgia is entered into this 31st day of January, 2023, by and between the CITY OF PINE LAKE, GEORGIA (“CITY”), a home rule municipality, and L’ERIN WIGGINS (“Municipal Court Judge”), and individual.

WITNESSETH

DRAFT

WHEREAS, the CITY appoints a municipal court judge every year; and,

WHEREAS, O.C.G.A., Sec. 36-32-2 requires that the CITY enter into contract with said judge; and;

WHEREAS, L’Erin Wiggins has been serving as Judge for the Municipal Court of the City of Pine Lake and was reappointed at the City’s January 10, 2023 meeting to serve in that capacity through the 2023 calendar year; and

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

I. MUTUAL ASSENT TO EMPLOYMENT:

The City Council hereby employs, engages and hires L’Erin Wiggins to act as Municipal Court Judge for the CITY, and the Municipal Court Judge accepts and agrees to this engagement as an independent contractor. Municipal Court Judge acknowledges and agrees that she serves at the pleasure of the CITY, subject to O.C.G.A., Sec. 36-32-2.1, which sets forth removal procedures and prohibits the dismissal of a Municipal Court Judge during her appointed term except for reasons set forth in that statute.

II. DUTIES OF MUNICIPAL COURT JUDGE.

The duties of the Municipal Court Judge shall be as provided by this contract, and further described in the City’s Charter and Code, which are incorporated herein by this reference. The Municipal Court Judge shall be responsible for the operation of the Municipal Court of Pine Lake in accordance with Constitutional and statutory standards, as well as all applicable directives from the Georgia Supreme Court, Georgia Court of Appeals, and the Administrative Office of the Courts. The Municipal Court Judge shall supervise and oversee all aspects of court operations to ensure their compliance with such standards. To the extent relative training deficiencies are observed, the Municipal Court Judge shall notify the CITY of the need for further training. The Municipal Court Judge shall be available to review warrants, issue probable cause findings, and hold hearings as needed.

III. SESSIONS

The Municipal Court shall be convened for two regular sessions per month, on the 1st and 3rd Thursday of each month at 2:00pm at the Pine Lake Courthouse. The Municipal Court Judge has authority to reschedule regular sessions of court to accommodate professional training, personal vacation and other necessary absences. Rescheduling of regular court sessions shall be accomplished as far in advance of the scheduled session as practical to avoid unnecessary hardship for officers and defendants.

IV. COMPESATION AND BENEFITS

DRAFT

a. Compensation

In consideration for the successful performance of the duties of the Municipal Court Judge, as referred to hereinabove, the CITY agrees to pay and the Municipal Court Judge agrees to accept, in full payment for Municipal Court Judge's services, the total of **One Thousand One Hundred and Fifty Dollars (1,150.00)** per month, beginning January 1, 2023 and ending December 31, 2023. Such compensation covers three court sessions per month and all associated court activity outside/beyond regular sessions. Such compensation is not subject to withholding for any taxes and shall be payable to L.F. Barnes Law, LLC.

b. Benefits

As required by Georgia Statute, the City shall pay the cost of annual continuing education judge training for municipal court judges as required by the State of Georgia, provided that should the Municipal Court Judge serve as the Chief Judge in one or more other municipal jurisdictions, the cost of such training shall be apportioned among all such jurisdictions on an equal basis. Because Municipal Court Judge is an independent contractor, Municipal Court Judge is not eligible for any employee benefits provided by the CITY to employees.

V. TERM.

This Contract shall become effective January 1, 2023 and shall continue through December 31, 2023, provided the Municipal Court Judge shall continue in office and hold over until the appointment of her successor and shall receive compensation at the same monthly rate while such duties continue.

VI. INSURANCE AND BONDING.

The CITY shall insure and/or bond the Municipal Court Judge for all responsibilities and obligations and duties to be performed with the scope of her employment; however, the CITY shall have no obligation to indemnify or defend the Municipal Court Judge for conduct or action undertaken in bad faith, or that is criminal in nature, constituting gross negligence, or for intentional, wrongful, or reckless misconduct.

VII. TERMINATION.

The CITY shall comply with Georgia Law in the termination of the Municipal Court Judge. The City acknowledges that a Municipal Court Judge can be terminated during the contract term for cause only, with two-thirds of Council vote.

In the event the Municipal Court Judge voluntarily resigns her position with the CITY before expiration of the aforesaid term of employment, the Municipal Court Judge shall give the CITY sixty (60) days advance written notice. This Contract shall terminate prior to the expiration of the term specified above, without further liability of the CITY, if death, permanent disability (extending three (3) months or longer), or total incapacity shall render the Municipal Court Judge incapable of serving as the Municipal Court Judge.

VIII. GENERAL PROVISIONS

DRAFT

- a. The Chief Municipal Court Judge shall be allowed to select one or more associate judges to serve in her stead during her absence, provided her absence is not a result of termination or expiration of this Contract. Any such associate judge shall be approved by the City Council in advance of holding court. The Municipal Court Judge shall be responsible for covering the compensation of any associate judge sitting in her absence.
- b. Nothing herein contained shall act to prohibit L'Erin Wiggins from engaging in the private practice of law and activities related thereto.
- c. In the event the Municipal Court Judge is called upon to perform marriage ceremonies as provided in Georgia Law, the Municipal Court Judge shall be allowed to charge a fee therefor and retain any such fee received in accordance with Georgia Laws on honorarium.

IX. NOTICES.

All notices required under this Contract shall be in writing and shall be hand-delivered to the addresses of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Court Judge: The Honorable L'Erin Wiggins
P.O. Box 250464
Atlanta, GA 30325

City of Pine Lake: Mayor Melanie Hammet
City of Pine Lake
P.O. Box 1325
Pine Lake, GA 30072

X. FINAL AND ENTIRE AGREEMENT.

This Contract supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede, and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Court Judge warrants and represents that, as of the date of her signature below, she has no undisclosed claims against the CITY or any employee or representative thereof and that she is eligible to serve as judge in accordance with Georgia law.

XI. AMENDMENTS AND MODIFICATIONS.

This Contract shall not be amended or modified except by written agreement signed by both parties.

XII. INVALID PROVISIONS.

Should any court for any reason deem any provision of this Contract invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Contract in duplicate, each counterpart of which is hereby deemed an original for all purposes.

DRAFT CITY OF PINE LAKE, GEORGIA

Melanie Hammet, Mayor

[ADDITIONAL SIGNATURES ON NEXT PAGE]

ATTEST:

ChaQuias M. Thornton, City Admin./City Clerk



L'Erin Wiggins, Municipal Court Judge

STATE OF GEORGIA

COUNTY OF _____

On this the _____ day of _____, 20____, L'Erin Wiggins personally appeared as Municipal Court Judge for the City of Pine Lake, Georgia, who signed the above Employment Contract before me.

In witness whereof, I hereby set my hand and official seal.

My commission expires: _____.

Notary Public



Memo

To: Mayor and City Council
From: ChaQuias Thornton, City Administrator
Date: January 26, 2023
Re: Resolution R-01-2023 – To Set Qualifying Fees for the Election 2023

Official consent of the revised Resolution R-01-2023 – To Set Qualifying Fees for the 2023 Election

I forwarded the following email request to Council regarding qualifying fees for the position of Mayor and City Council Member on January 16th, 2023.

“On January 10th, 2023, I inadvertently included the draft form of Resolution R-01-2023 that had not been revised to depict the correct salary and 3% qualifying fee for the position of Mayor. The salary for the position of Mayor is \$3,600 annually and therefore the fee (pursuant to Georgia law) should be 3% of salary which is \$108.00. Please see the attached resolution as revised.

Georgia law also provides that qualifying fees are to be published by February 1st of an election year. **In order to ensure that I am adhering to the schedule for submission of the Notice of Qualifying Fees to the local newspaper, please be so kind as to respond to this email at your earliest convenience acknowledging your consent to set the qualifying fees as follows:**

Mayor - \$108.00 (3% of annual salary of \$3,600)
Council Member \$18.00 (3% of annual salary of \$600)

Consent will also include an allowance for Mayor Hammet and I to execute the revised resolution. I will include an item on the January 31st, 2023 regular agenda of Council to officially ratify the revision.”

All member of Council consented to the revision as presented.

Item History

Pine Lake Code of Ordinances, Chapter 2 – ADMINISTRATION, ARTICLE III. – ELECTIONS, Sec. 2-100. - Qualification fees, provides the following:

“The qualifying fees are to be set and published by the governing body not later than February 1 of any year in which a general primary, nonpartisan election or general election is to be held, and at least 35 days prior to the special primary or election, pursuant to O.C.G.A. § 21-2-131 et seq. Such fees, if any, shall be paid to the municipal superintendent at the time a candidate files his or her notice of candidacy.

General Election for the position of Mayor and for two Council seats is set to be held in November of 2023. Qualifying fees for the position of Mayor is set at ~~\$36.00~~ **\$108.00** (3% of the annual salary of ~~\$1,200~~ **\$3,600** for the position of Mayor). Qualifying fees for the position of Council Member is set at \$18.00 (3% of the annual salary of \$600 for the position of Council).

Thank you,

CMThornton

RESOLUTION# R-01-2023 - Revised

**A RESOLUTION TO SET THE QUALIFYING FEE FOR THE
OFFICE OF MAYOR AND THE OFFICE OF COUNCIL MEMBER
FOR THE 2023 CALENDAR YEAR**

WHEREAS, O.C.G.A. § 21-2-131 (a)(1)(A) requires the governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held, and at least 35 days prior to the special primary or election in case of a special primary or election, shall fixed and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.

WHEREAS, O.C.G.A. § 21-2-131 (a)(1)(A) also provides that such qualifying fee shall be three percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of Pine Lake, Georgia, that the qualifying fee for the municipal offices to be filled in the upcoming general municipal election for the 2023 calendar year be set as follows:

1. \$108.00 for the position of Mayor.
2. \$18.00 for the position of Council Member.

BE IT FURTHER RESOLVED that any and all resolutions or any part thereof in conflict with this resolution are hereby repealed. This resolution shall be effective immediately upon its adoption.

ADOPTED by the Mayor and Council of the City of Pine Lake, this _____ day of January, 2023.

Melanie Hammet, Mayor
City of Pine Lake, Georgia

ATTEST:

ChaQuias Miller-Thornton City Admin/City Clerk
City of Pine Lake, Georgia



Memo

DATE: January 26, 2023
TO: Mayor and City Council
FROM: ChaQuias Thornton
RE: FY2022 Budget Amendment

Please see the attached FY2022 Budget Amendment (Resolution R-03-2023), as proposed. The following amendments are presented to account for actual revenue collected and actual expenditures as encumbered during the 2022 fiscal year for the General Fund.

Major amendments (over \$2,000) are discussed within this memorandum but, please feel free to inquire about any revenue or expenditures line item included in the proposed resolution.

In summary, the proposed resolution reflects a \$20,628.00 decrease in revenue allocation with an off-setting decrease in expenditure allocation of \$20, 628 for the General Fund. A \$6,139.00 return to the city’s general fund balance serves to balance the transactions.

MAJOR GENERAL FUND REVENUES ADJ.		<u>Increase</u>	<u>Decrease</u>
311301	Motor Vehicle Tax Tax was budgeted at \$13,000. \$16,117 is recorded as collected.	3,117	
311302	Intangible Tax Tax was budgeted at \$20,000. \$7,882 is recorded as collected.		12,118
322100	Building Permits Actual received at \$9,667/budgeted \$5,000.	4,667	
351100	Court Receipts Received at 30% below the budget of \$43,000. \$30,117 is recorded as collected.		12,883
	Fund Reserve Allocation (To Fund Balance)		6,139

GENERAL FUND EXPENDITURES		<u>Increase</u>	<u>Decrease</u>
Administration 511200	Regular Full-time Budgeted at \$124,198; actual \$127,300	3,100	

GENERAL FUND EXPENDITURES cont.		<u>Increase</u>	<u>Decrease</u>
512400	Retirement Budgeted at \$5,820; actual approx. \$2,720 No contribution made for first 6 months of Administrator's hire.		3,100
523100	Municipal Code Budgeted at \$4,000, actual \$1,175 Due to after year end codification of 2022 code changes		2,825
521241	Permitting & Inspections Increase in expense is relative to the increase in revenue. Budgeted at \$9,365; actual 12,255	2,890	
Court			
523910	Courtware Decrease in expense is relative to the decrease in Court receipts revenue. Budgeted at \$9,450, actual \$6,618.		2,832
Police			
512100	Group Insurance Reduction due to plan change. Budgeted at approx. \$64,000; actual approx. \$55,000.		9,000
Public Works			
522210	Equipment Repairs & Maintenance Based on actual expense.		5,700
522250	Street Repairs and Maintenance Based on actual expense.		2,000

Please let me know if you should have any questions/concerns regarding the information provided within this correspondence.

NOTE: Reconciliations are still being completed for the SPLOST, Capital Improvements and Storm Water Funds. Amendments relative to these funds may forthcoming, as necessary.

Thank you,
CMThornton

RESOLUTION #R-03-2023

A Resolution of the Mayor and City Council of Pine Lake, Georgia

WHEREAS, the FY2022 local budget for the City of Pine Lake, Georgia was adopted in December 2021;
and

WHEREAS, it is necessary to amend such budget now;

THEREFORE, be is resolved by the Mayor and City Council of the City of Pine Lake, Georgia, that the following amendment to the general fund budget be made this _____ day of _____, 2023.

REVENUES					
		LINE ITEM DESCRIPTION	Increase	Decrease	
	31-311100	Current Years Taxes	1,024.00		
	31-311301	Motor Vehicle Tax	3,117.00		
	31-311302	Intangible Tax		12,118.00	
	32-322100	Building Permits	4,667.00		
	34-345100	Building Rentals	1,075.00		
	35-351100	Court Receipts		12,883.00	
	35-351200	Probation	893.00		
	35-351300	Court Assessed Add-Ons		264.00	
		Fund Balance Allocation		6,139.00	
			10,776.00	31,404.00	(20,628.00)
EXPENDITURES					
		LINE ITEM DESCRIPTION			
ADMINISTRATION					
	511200	Regular Full-time	3,100.00		
	511300	Regular Part-time	457.00		
	511600	Overtime	231.00		
	512400	Retirement		3,100.00	
	512900	Other Employee Benefits	510.00		
	521110	Payroll Services	785.00		
	521140	Other Administrative Services		1,688.00	
	521230	Municipal Code		2,825.00	
	521241	Permitting & Inspection	2,890.00		
	521290	Other Professional Services	1,646.00		
	522211	Computer Maintenance and Repair		850.00	
	522212	Copier Maintenance and Repair	792.00		
	522210	Equipment Repair and Maintenance		938.00	
	523300	Advertising	665.00		
	531111	Computer Software		580.00	
	531600	Small Equipment		300.00	
COURT					
	521210	Legal Fees		1,250.00	
	521240	Judge's Fees		1,800.00	
	521290	Other Professional Services	817.00		
	521499	VC3 (Formerly Sophicity)	453.00		
	522211	Computer Repair and Maintenance		150.00	
	523200	Telephone/Internet		500.00	
	523700	Education and Training		720.00	
	523910	Courtware		2,832.00	

POLICE					
	511300	Regular - Part-time	1,300.00		
	512100	Group Insurance		9,000.00	
	512200	FICA	203.00		
	512600	Worker's Comp	265.00		
	512700	Unemployment Insurance	306.00		
	521210	Legal Expense		500.00	
	522220	Automobile Repair and Maintenance	252.00		
PUBLIC WORKS					
	521290	Other Professional Services	763.00		
	522210	Equipment Repair and Maintenance		5,700.00	
	522220	Automobile Repair and Maintenance		1,600.00	
	522230	Building Repair and Maintenance		1,300.00	
	522250	Street Maintenance and Repairs		2,000.00	
	523110	Claims & Judgements		1,000.00	
	531231	Street Lights	1,250.00		
RECREATION					
	522100	Cleaning Services	1,820.00		
	522230	Building Repair and Maintenance		500.00	
			18,505.00	39,133.00	(20,628.00)
			Sum Total Rev/Exp		0

Melanie Hammet, Mayor

ChaQuias M. Thornton, City Manager/City Clerk



Memo

To: Mayor and City Council
From: ChaQuias Thornton, City Administrator
Date: January 26, 2023
Re: Resolution R-04-2023 – Pledging to Practice and Promote Civility

The attached represents the City of Pine Lake's official pledge to practice and to promote civility.

The following is presented by the Georgia Municipal Association at [Embrace Civility \(gacities.com\)](http://EmbraceCivility.com)

WHAT IS CIVILITY?

Civility is more than just politeness. It is about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one's preconceptions and teaching others to do the same. Civility is the hard work of staying present even with those with whom we have deep-rooted and fierce disagreement.*

WHY CIVILITY MATTERS FOR CITIES

- **Civil behavior and speech are critically important to a healthy, functional and respectful society.**
- **A 2019 survey revealed that 93 percent of Americans believe that incivility is a problem, with 68 percent identifying incivility as a major problem.****
- **Cities need a plan to counteract the growing polarization and challenges caused by incivility.**

* The Institute for Civility in Government

** Weber Shandwick's annual poll, Civility in America 2019

Civility fosters respect, trust, and belonging. By modeling and practicing civility, city leaders set an expectation that vigorous debate and vetting of ideas can be respectful and productive, leading to better engagement and outcomes for all.

LARRY HANSON, GMA CEO & EXECUTIVE DIRECTOR

9 PILLARS OF CIVILITY

Be considerate of others' opinions. It's ok to agree to disagree.

Manage your emotions. Get curious instead of furious.

A silent voice is not always a weak voice. Sometimes it's ok not to respond.

Be Kind! Make your point about the issue, not the person.

Actively listen, to learn how to Engage respectfully!

Think about the impact of your actions and not the intent.

Ask questions to learn. Answer questions with respect.

Remember the acronym QTIP (Quit Taking It Personal).

Have empathy! Just because you have not experienced it, does not mean it does not exist.

CIVILITY PLEDGE

The way we govern ourselves is often as important as the positions we take. Our collective decisions will be better when differing views have had the opportunity to be fully vetted and considered. All people have the right to be treated with respect, courtesy and openness. We value all input. We commit to conduct ourselves at all times with civility and courtesy to each other.

RESOLUTION R-04-2023

A RESOLUTION

PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF PINE LAKE, GEORGIA

WHEREAS, the Pine Lake City Council, serving as the governing body of the City of Pine Lake, Georgia (the "Municipality"), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Pine Lake City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of Pine Lake City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free, and vigorous debate while maintaining the highest standards of civility, honesty, and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the Pine Lake City Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Pine Lake pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the Pine Lake City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Pine Lake.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

RESOLUTION R-04-2023

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff, and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance, and civility are imperative to success and demonstrates the Council’s commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Pine Lake expects members of the public to be civil in its discussion of matters under consideration by and before the Pine Lake City Council, with elected officials, staff, and each other.

ADOPTED this ___ day of _____, 2023.

Mayor

Mayor pro tem Jean Bordeaux

Councilmember Tracey Brantley

Councilmember Nivea Castro

Councilmember Brandy Hall

Councilmember Augusta Woods

ATTEST:

ChaQuias M. Thornton, City Manager/Acting City Clerk



Memo

To: Mayor and City Council
From: ChaQuias Thornton, City Administrator
Date: January 27, 2023
Re: Local Maintenance Improvement Grant (LMIG) Application

According to the Georgia Department of Transportation the City is slated to receive \$11,382.42 as the local maintenance improvement grant program allocation for the 2023 year. The City's local match is 30% of the grant amount (\$3,414.73).

From 2019-2022, the City was awarded \$42,395.37 in LMIG program funding which the city has committed to assist in the funding of the long-needed maintenance and upgrades to the street and stormwater infrastructure on Oak Road.

To date, bid and construction documents have been completed with LMIG funds covering \$24,626, and SPLOST funds providing \$7,856.21.

After the January 11, 2022 rejection of bids (\$489,665 and \$391,999) for the project, the City worked with its engineering consultant firm, Clark Patterson Lee (CPL), to redefine the project scope to one that is best served by the available LMIG funding and remaining SPLOST funding. Initial discussions with CPL resulted in the removal of intersection and drainage improvements at the corner of Oak Drive and Forest Road. However, continued deterioration and damage of the roadway and the drainage infrastructure at the intersection warrants inclusion of the intersection in the plan documents. The length of roadway improvements northward on Oak Drive has been shortened and a concrete transition plain to the west of the roadway, in the project area, has been added as an alternate.

The project has been rebid and bids are due on January 31, 2023.

The Administration requests that the 2023 LMIG monies also be dedicated towards completion of the project.

A summary of current/available funding:

SPLOST Allocation	\$318,500
SPLOST Expended to date	7,857
LMIG Allocation through 2022	42,395
LMIG expended to date	<u>24,626</u>
	\$343,412 (available before assigning 2023 LMIG of \$11,382)

Note: The City's required 30% match on the total LMIG funds received through 2022 is \$12,719.

Results of the bids due on Jan 31, 2023 will best inform any shortfall in funding and updates will be reported no later than the council meeting on January 31, 2023.

Please let me know if you should have any questions or concerns regarding the Employment Contract, as proposed, or the information contained within this memorandum.

Thank you,

CMThornton

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2023
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

_____ (Signature)

_____ (Print)

Mayor / Commission Chairperson

_____ (Date)

E-Verify Number

Sworn to and subscribed before me,

This ____ day of _____, 20____.

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY PUBLIC SEAL:

GDOT District	County	City	Total Mileage*	Population**	2021 LMIG Formula Amount	2022 LMIG Formula Amount	2023 LMIG Formula Amount	Required LMIG Match
4	CRISP	CORDELE	132.11	10,521	\$ 159,085.75	\$ 206,663.72	\$ 210,762.18	10%
6	DADE	(UNINCORPORATED)	243.59	13,965	\$ 318,077.18	\$ 350,974.69	\$ 357,240.40	30%
6	DADE	TRENTON	19.98	2,151	\$ 31,250.75	\$ 34,465.48	\$ 35,107.16	30%
1	DAWSON	(UNINCORPORATED)	272.01	22,862	\$ 392,117.22	\$ 432,546.17	\$ 440,877.78	30%
1	DAWSON	DAWSONVILLE	16.07	3,246	\$ 32,849.72	\$ 36,206.91	\$ 36,988.64	30%
4	DECATUR	(UNINCORPORATED)	646.16	13,434	\$ 736,120.22	\$ 795,960.40	\$ 811,328.67	30%
4	DECATUR	ATTAPULGUS	5.10	425	\$ 7,232.44	\$ 7,978.07	\$ 8,245.10	30%
4	DECATUR	BAINBRIDGE	114.62	12,081	\$ 173,168.28	\$ 196,550.33	\$ 199,906.90	30%
4	DECATUR	BRINSON	5.67	202	\$ 7,093.88	\$ 7,830.02	\$ 7,604.97	30%
4	DECATUR	CLIMAX	3.98	262	\$ 5,384.54	\$ 5,940.88	\$ 6,032.21	30%
7	DEKALB	(UNINCORPORATED)	1,407.52	430,713	\$ 3,861,331.27	\$ 4,007,456.31	\$ 4,084,945.81	30%
7	DEKALB	AVONDALE ESTATES	17.46	3,129	\$ 33,256.66	\$ 36,658.95	\$ 37,891.64	30%
7	DEKALB	BROOKHAVEN	125.54	55,554	\$ 413,037.66	\$ 453,805.58	\$ 463,284.85	30%
7	DEKALB	CHAMBLEE	74.40	30,307	\$ 231,647.59	\$ 254,041.42	\$ 259,455.45	30%
7	DEKALB	CLARKSTON	18.12	12,637	\$ 86,223.77	\$ 91,600.45	\$ 93,532.50	30%
7	DEKALB	DECATUR	58.93	25,696	\$ 191,773.19	\$ 208,992.50	\$ 215,267.78	30%
7	DEKALB	DORAVILLE	47.04	10,265	\$ 104,288.41	\$ 114,947.43	\$ 112,679.74	30%
7	DEKALB	DUNWOODY	145.41	49,356	\$ 401,322.07	\$ 441,005.35	\$ 450,066.84	30%
7	DEKALB	LITHONIA	12.15	2,331	\$ 24,104.65	\$ 26,569.25	\$ 27,254.67	30%
7	DEKALB	PINE LAKE	6.19	754	\$ 9,934.63	\$ 10,955.02	\$ 11,382.27	30%
7	DEKALB	STONE MOUNTAIN	24.03	6,281	\$ 56,541.13	\$ 62,304.04	\$ 63,549.51	30%
7	DEKALB	STONECREST	213.88	54,903	\$ 497,475.17	\$ 548,187.97	\$ 559,844.39	30%
7	DEKALB	TUCKER	168.81	36,395	\$ 359,847.41	\$ 396,604.59	\$ 401,813.46	30%
2	DODGE	(UNINCORPORATED)	719.43	12,931	\$ 795,083.96	\$ 875,578.95	\$ 891,629.32	10%
2	DODGE	CHAUNCEY	4.31	326	\$ 5,713.91	\$ 6,303.20	\$ 6,776.44	10%
2	DODGE	CHESTER	4.72	1,564	\$ 13,094.06	\$ 14,426.22	\$ 14,389.23	10%
2	DODGE	EASTMAN	54.22	5,067	\$ 80,565.18	\$ 88,863.52	\$ 90,824.29	10%
2	DODGE	RHINE	5.95	375	\$ 7,984.18	\$ 8,809.41	\$ 8,921.69	10%
2	DODGE / TELFAIR	MILAN	13.20	657	\$ 16,498.82	\$ 18,206.73	\$ 18,782.74	10%
3	DOOLY	(UNINCORPORATED)	567.42	5,128	\$ 598,524.05	\$ 660,899.93	\$ 673,960.43	10%
3	DOOLY	BYROMVILLE	6.42	500	\$ 8,627.47	\$ 9,517.07	\$ 10,177.07	10%
3	DOOLY	DOOLING	3.64	136	\$ 4,736.11	\$ 5,227.56	\$ 4,918.69	10%
3	DOOLY	LILLY	2.94	197	\$ 4,040.98	\$ 4,458.49	\$ 4,475.95	10%
3	DOOLY	PINEHURST	5.93	355	\$ 8,890.31	\$ 8,696.19	\$ 8,783.52	10%
3	DOOLY	UNADILLA	24.97	3,525	\$ 42,357.97	\$ 47,816.07	\$ 48,706.09	10%
3	DOOLY	VIENNA	28.08	3,549	\$ 45,508.64	\$ 51,295.16	\$ 52,376.33	10%