

**CITY OF PINE LAKE, GEORGIA
PUBLIC HEARING & REGULAR SESSION AGENDA
COUNCIL CHAMBERS
DECEMBER 12, 2023 @ 7:00PM
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

PUBLIC HEARING – 2024 Budget Proposal

ANNOUNCEMENTS/COMMUNICATIONS

ADOPTION OF THE AGENDA OF THE DAY

ADOPTION OF MINUTES

- Regular Meeting – November 28, 2023

PUBLIC COMMENTS – 3 minutes each please

CONSENT AGENDA

1. **2024 Appointments**
 - a. **City Attorney – Susan J. Moore**
 - b. **City Engineer – Rich Edinger, Clarke Patterson Lee**
 - d. **Legal News Organ – Champion Newspaper**

OLD BUSINESS

1. FY2024 Budget Proposal

NEW BUSINESS

1. Memorandum of Understanding between Pine Lake Association of Interested Neighbors and the City of Pine Lake
2. Employment Agreement between the City of Pine Lake and Judge L’Erin Barnes Wiggins; 2024 Appointment as Municipal Court Judge
3. Resolution R-23-2023 – Declaring Results of the November 7, 2023 Election
4. Resolution R-24-2023 – 2024 Qualifying Fees
5. Resolution R-25-2023 – City of Pine Lake Holiday Schedule
6. Resolution R-26-2023 – FY2023 Budget Amendment
7. Executive Session to Discuss Personnel

REPORTS AND OTHER BUSINESS

- **Public Comments – 3 minutes each please**
- **Staff and Committee Reports**
 - Administration, Courts, and Public Works – City Manager
 - Public Safety – Chief of Police
- **Reports/Comments**
 - Mayor
 - City Council
- **Information for “The Pine Lake News” eblast.**

ADJOURNMENT

**MAYOR
MELANIE HAMMET**

COUNCIL MEMBERS

Jean Bordeaux, Mayor pro tem
Tracey Brantley
Nivea Castro
Augusta Woods

ADMINISTRATIVE STAFF

ChaQuias Miller-Thornton
City Manager

Sarai Y’Hudah-Green
Chief of Police

Ned Dagenhard
Assistant City Clerk

Missye Varner
Administrative Coordinator

Susan Moore
City Attorney

CITY OF PINE LAKE
425 ALLGOOD ROAD
P.O. BOX 1325
PINE LAKE, GA 30072

404-999-4901

www.pinelakgega.net

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Mayor and Council of the City of Pine Lake will hold a Public Hearing on the 2024 Proposed Budgets on Tuesday, December 12, 2023. The public hearing will begin at 7:00PM and will be held at the Council Chambers, 459 Pine Drive, Pine Lake GA. All interested persons are invited to attend. Final adoption of the budget is scheduled for the regular Council Meeting on December 19, 2023. The proposed budget will be available for public review at City Hall and on the website beginning December 1, 2023.

The 2024 Budget Proposal can be found at:

<https://pinelakega.sophicity.com/AnnualBudgets.aspx>

CITY OF PINE LAKE
REGULAR MEETING MINUTES
November 28th, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

Call to Order: Mayor Melanie Hammet called the Regular Session to order at 7:00pm.

Present: Mayor Melanie Hammet, Mayor Pro Tem Jean Bordeaux, Council Members Tracey Brantley, Nivea Castro, and Augusta Woods. Also present were City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'hudah-Green, and Assistant City Clerk Ned Dagenhard. Administrative Coordinator Missye Varner, and City Attorney Susan Moore were not in attendance.

Announcements/Communications

The Mayor began by welcoming newly appointed Court Clerk Stephanie Capers to the evening's meeting. Additionally, Council Member Brantley reminded attendees of the upcoming Lighting of the Lake and PLAIN Cookie Exchange to take place at 5:00pm on Saturday, December 2nd.

Adoption of Agenda of the Day

- City Manager Miller-Thornton recommended the addition of two New Business items:
 - Call for City of Pine Lake 2024 Special Municipal Election
 - Resolution R-22-2023 – A Resolution Appointing DeKalb County Board of Registrations and Elections to Conduct the City of Pine Lake, GA 2024 Special Municipal Election

Mayor Pro Tem Bordeaux moved to adopt the amended agenda of the day; Council Member Castro seconded, and the motion passed unanimously.

Adoption of the Minutes

- Regular Meeting – November 14th, 2023

Council Member Castro moved to adopt the minutes from the November 28th Regular Meeting; Council Member Brantley seconded. The motion passed 3-0-1. Council Members Brantley, Castro, and Woods voted in favor. Mayor Pro Tem Bordeaux abstained.

New Business

- 1. Presentation of Revised (to-date) FY2023 and Proposed FY2024 Budgets – Discussion**

City Manager Miller-Thornton presented a 3.0% cost-of-living adjustment (COLA) to be included in the tentative FY2024 Budget. The proposed increase references the 3.2% overall increase in cost of living as published by the Social Security Administration, and would result in a projected \$13,625 increase in salaries and wages related expenditures. Mayor Pro Tem Bordeaux moved to approve the inclusion of the proposed COLA in the FY2024 Budget draft (with the

CITY OF PINE LAKE
REGULAR MEETING MINUTES
November 28th, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

proposed increase for all applicable employes to include the City Manager); Council Member Woods seconded, and the motion passed unanimously. Public hearing on the FY2024 Budget proposal is scheduled for 12/12/2023 and consideration of adoption of the proposal is set for 12/19/2023.

2. Resolution R-21-2023 – Recommendation to Encumber Local Fiscal Recovery American Rescue Plan Act Funds

City Manager Miller-Thornton presented a recommendation to select standard allowance for the remainder of the American Rescue Plan Act Fund, which would permit Council's appropriation of ARPA moneys (in the amount of \$140,785) for general government service- related expenditures. Council Member Brantley moved to approve the resolution; Council Member Castro seconded, and the motion passed unanimously.

3. Call for City of Pine Lake 2024 Special Municipal Election

City Manager Miller-Thornton recommended for City Council to issue a Call for the City of Pine Lake 2024 Special Municipal Election, in order to comply with Georgia's elections provisions requiring a Call to take place no less than 90-days prior to special election. The purpose of the referenced election is to fill a vacancy left by former-Council Member, now Mayor-elect Brandy Hall, and will take place on March 12th, 2024, in conjunction with the Presidential Preference Primary. Council Member Castro moved to approve the Call; Council Member Brantley seconded, and the motion passed unanimously.

4. Resolution R-22-2023 – A Resolution Appointing DeKalb County Board of Registrations and Elections to Conduct the City of Pine Lake, GA 2024 Special Municipal Election

City Manager Miller-Thornton introduced proposed Resolution R-22-2023. The Resolution establishes DeKalb County's role in conducting the upcoming March Special Election. Council Member Woods moved to approve the resolution; Mayor Pro Tem Bordeaux seconded, and the motion passed unanimously.

Reports and Other Business

ChaQuias Miller- Thornton — City Manager (Director of Administration, Courts and Public Works)

The City Manager's report introduction led to a discussion among Council and attendees over the proposed Dam/Berm revitalization project, which

CITY OF PINE LAKE
REGULAR MEETING MINUTES
November 28th, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA

included potential adjustments to scope of work that can help the project be more feasible for the City as well as more appealing to bidding contractors.

Please refer to [the link](#) to access the City Manager's report dated November 28th, 2023. The City Manager reports are on file at City Hall for reviewing. Please email missyevarner@pinelakega.net to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

Chief Sarai Y'Hudah-Green — Chief of Police, Public Safety

Please refer to [the link](#) to access the Police/Public Safety report dated November 28th, 2023. The Police/Public Safety reports are on file at City Hall for reviewing. Please email missyevarner@pinelakega.net to request a copy or call (404) 999-4931 to schedule an appointment to review the copy on file.

Pine Lake News E-Blast

Upcoming Events:

December 2nd Lighting of the Lake: On Saturday, December 2nd at 5:00pm, PLAIN will be hosting their annual Cookie Exchange at the Beach House (4580 Lakeshore Drive). The event will be immediately followed by the "Lighting of the Lake" at 6:00pm. [More Info.](#)

December 12th Budget: Public Hearing to receive public comment on the 2024 budget proposal will be held on December 12th at 7:00 PM preceding the regular City Council meeting. The final adoption is set for December 19th.

December 19th Council meeting: Please note that the second December Council meeting will be held on the 19th of December rather than the last Tuesday, which would be the day after Christmas.

March 12th Elections: On March 12th, 2024 a special election will be held to fill the vacancy in the office of Pine Lake City Council for the unexpired term of Brandy Hall. Qualifying period will be January 8th thru the 10th, 2024 from 8:30am-4:30pm each day.

Other News:

Leaves in the Street: We still have not received delivery of our new Leaf Vacuum/Loader. Public Works is doing the best they can implementing alternate methods to remove leaves. Please do not add to their work by blowing or raking leaves from your property onto the street.

**CITY OF PINE LAKE
REGULAR MEETING MINUTES
November 28th, 2023 at 7:00 PM
Council Chambers
459 Pine Drive, Pine Lake, GA**

Rosalynn Carter: This week a Georgia native daughter was laid to rest. The former First Lady was a leading advocate for women's rights and mental health. We join her family and people across the globe in honoring this extraordinary woman.

Adjournment: Council Member Brantley motioned for adjournment at 8:09pm.

Ned Dagenhard
Assistant City Clerk

ChaQuias Miller-Thornton
Acting City Clerk



Memo

DATE: December 7, 2023
TO: Mayor and Council
FROM: ChaQuias Thornton, City Manager
RE: Consent Agenda – Annual Appointments

The following annual appointments are due to be made for the 2024 year. Each of the positions are currently filled by those persons, companies or entities listed.

1. 2023 Appointments
 - a. City Attorney – Susan J. Moore
 - b. City Engineer – Rich Edinger, Clarke Patterson Lee
 - c. Legal News Organ – Champion Newspaper

Upon appointment, the above contractors will become the official servicer of record for the category of services provided.

Please let me know if you should have any questions regarding any of the proposed appointments and/or the terms under which each appointment is made.

Thank you,

CMThornton

MEMORANDUM OF UNDERSTANDING

This constitutes a Memorandum of Understanding (MOU) between the City of Pine Lake, Georgia, a municipal corporation of the State of Georgia (the "City") and Pine Lake Association of Involved Neighbors, LLC, a domestic nonprofit corporation ("PLAIN") to utilize the public facilities of the City to organize and operate community events, programs, and projects to support the continuing vitality of the Pine Lake community and engage the Pine Lake community with the surrounding unincorporated areas of DeKalb County. Each of the parties agrees that the following terms and conditions provide adequate consideration for this agreement:

The City of Pine Lake will:

- MAKE the Beach House, the Club House, and other public facilities available as permitted by rental schedule at no cost for each SINGLE DAY community event of six (6) hours or less agreed to by the City. All other use of such facilities shall be in accordance with the terms and conditions of City's Property/Business Owners Rental Agreement for the Beach House and/or Club House and the City's Permit for Outdoor Festivals and/or Use of Public Lands and Buildings.
- ALLOW PLAIN's use of "old City Hall" building located at 462 Club House Drive, Pine Lake, GA to collect and store food to be distributed to Pine Lake and other community residents and to Rockbridge Elementary School for distribution to student families in need.
- ALLOW PLAIN's use of the Beach House or Clubhouse for its monthly meeting at 7:00 PM, usually on the third Thursday of each month.
- ALLOW additional space within the locked storage area at the Beach House, after tables and chairs are stored, to be used to store PLAIN food and supplies. No PLAIN food and supplies are to be stored in any other area of any public facility used by PLAIN.
- ALLOW installation of up to 10 signs, provided by PLAIN, in the right of way or otherwise on city property along city streets before each community event agreed to by the City.
- PROVIDE funding for food used for a holiday picnic organized and operated by PLAIN as set forth and limited in the City's annual budget.
- MAINTAIN its facilities and amenities in good working order to assure to safety of residents and guests, and provide notice of facilities or amenities that should not be used where defects are not apparent.
- INDEMNIFY and HOLD HARMLESS PLAIN and all of its officers and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death and including injury to real or personal property, that may be sustained by any person while participating in any aspect of any event organized or operated by PLAIN and that results from an act or omission of the CITY or any officer or employee or contractor of the CITY, regardless of whether such liability arises in tort, contract, strict liability or otherwise, to the fullest extent allowed by law.
- ASSIGN a Council liaison to act as a conduit for questions and information between PLAIN and the City. Appointment of the Council liaison will be made by the mayor.

PLAIN will:

- ORGANIZE, OPERATE and/or SPONSOR community events throughout the calendar year. City expects PLAIN to provide at least six (6) monthly breakfasts. Additional community events, such as picnics to commemorate Memorial Day or Independence Day, and holiday celebrations at the end of and beginning of each year will be considered based on community interest and support. Other topical community meetings or gatherings sponsored or supported by PLAIN will be planned based on interests or needs of the community. PLAIN may also provide a “Candidate Forum” event for any contested election for City of Pine Lake Mayor and/or City Council and a forum or forums for both sides to present and discuss any referenda to be voted on by electors within the City of Pine Lake. A list of City currently agreed upon events to be organized, operated, and/or sponsored by PLAIN will be attached as EXHIBIT A. Any additional events may be jointly planned subject to facility availability.
- MAY ORGANIZE and OPERATE a food pantry and community outreach for the Pine Lake community and Rockbridge Elementary School, utilizing the “old City Hall” as a base of operation.
- APPROPRIATELY SPEND collected donations and grants solicited for the improvement of City facilities/properties, with prior approval of Council for any improvements proposed to be made.
- APPLY, for events not already listed on Exhibit A, for all required permits and comply with all terms and conditions of City’s Property/Business Owner’s Rental Agreement for the Beach House and the City’s Permit for Outdoor Festivals and/or Use of Public Lands and Buildings understanding that this MOU is an addendum to both such Agreement and Permit.
- COMPLY with all ordinances and rules of the City of Pine Lake, including but not limited to the City’s sign ordinance, and all applicable state laws.
- MAINTAIN PLAIN storage in the locked storage area of the Beach House in a safe, sanitary, and neat manner.
- COLLECT and BAG all trash and recycling at community events operated or organized by PLAIN during and after such events to ensure no overflow of trash from trash containers. Deposit bagged trash into green containers outside each venue and collect un-bagged recycling in blue containers outside.
- INDEMNIFY and HOLD HARMLESS the City and all of its agents, officers and employees from any and all liability , claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death and including injury to real or personal property, that may be sustained by any person while participating in any aspect of any event organized or operated by PLAIN and that results from an act or omission of PLAIN or any agent, officer, employee or contractor of PLAIN, regardless of whether such liability arises in tort, contract, strict liability or otherwise, to the fullest extent allowed by law.
- MAINTAIN insurance sufficient to cover any claims or liabilities arising from any aspect of any event organized and operated by PLAIN including the indemnity and hold harmless

provision above. Upon request, PLAIN shall provide to the city evidence of insurance including any insurance policy covering PLAIN.

- PROVIDE to the City, by March 31 of the following year an annual report specifying the events, programs, and projects operated or organized by PLAIN during the preceding calendar year.

If PLAIN proposes an event, program or project requesting or requiring in kind or financial support from the City beyond the scope of this MOU, it shall prepare an event, program or project-based agreement for the City's consideration. The City makes no assurance that such agreement will be approved by the City.

A joint meeting of the City Council and PLAIN will be held on an annual basis at a time and place agreeable to each party, if desired by both parties to this MOU.

Nothing in this MOU or any addenda hereto shall create any property interest for PLAIN in any City property or facility.

It is contemplated by the City and PLAIN that this MOU may be amended from time to time to address other types of events, programs, and projects which may be desired by the City and PLAIN.

Unless otherwise agreed by the parties in writing, either party may terminate this agreement at any time by providing written notice, electronically or by hard copy, to the other party 90 days in advance of the proposed termination date. Notice shall be sent to each party at the addresses below.

To the CITY: ChaQuias M. Thornton, City Manager
City of Pine Lake
P.O. Box 1325
425 Allgood Road
Pine Lake, GA 30072

To PLAIN: Calvin Burgamy, President
Pine Lake Association of Involved Neighbors, LLC
P.O. Box 44
Pine Lake, GA 30072

This MOU shall be in effect January 1, 2024 through December 31, 2024.

Agreed upon this ___ day of _____, 2023.

[SIGNATURES ON NEXT PAGE]

City of Pine Lake:

Pine Lake Association of Involved Neighbors, LLC:

Melanie Hammet, Mayor
City of Pine Lake

Calvin Burgamy, President
Pine Lake Association of Involved Neighbors, LLC

Attest:

ChaQuias M. Thornton
City Manager

Thomas Ramsey, Treasurer
Pine Lake Association of Involved Neighbors, LLC

Approved as to Form:

Susan J. Moore
City Attorney

EXHIBIT A
PLAIN Events 2023

January

1-18-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

1-28-24 PLAIN Chili Cook Off – Beach House – 2-5pm

February

2-10-24 PLAIN/Pine Lake Lounge – Valentine’s Musical Brunch – Beach House 10 am – 2 pm

2-16-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

March

3-2-24 PLAIN Breakfast and Mardi Gras Parade – Beach House/Lakeshore Dr – 10am – 1 pm

3-16-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

3-27-24 PLAIN Sunset Soirée – Beach House – 5-8 pm

April

4-6-24 PLAIN Breakfast – Beach House – 9:30– 11:30 am

4-18-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

May

5-4-24 PLAIN Breakfast – Beach House – 9:30– 11:30 am

5-16-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

June

6-1-24 PLAIN Breakfast – Beach House – 9:30– 11:30 am

6-20-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

6-26-24 PLAIN Sunset Soirée – Beach House – 5-8 pm

July

7-4-24

July 4th Picnic – Beach House/Lakeshore Park – 12– 2 pm

7-18-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

August

8-3-24 PLAIN Breakfast/School Supply Drive – Beach House – 9:30– 11:30 am

8-15-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

8-21-24 PLAIN Sunset Soirée – Beach House – 5-8 pm

September

9-7-24 PLAIN Breakfast – Beach House – 9:30– 11:30 am

9-19-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

9-21-24 PLAIN sponsored PRIDE LAKE festival (tentative date) Beach House *

October

10-5-24 PLAIN Breakfast – Beach House – 9:30– 11:30 am

10-17-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

November

10-2-24 PLAIN Breakfast/Thanksgiving Food Drive – Beach House – 9:30– 11:30 am

10-21-24 PLAIN Monthly Meeting – Beach House – 7-8 pm

December

12-7-24 PLAIN Holiday Cookie Exchange/Lighting of the Lake – Beach House – 5-8 pm

This date is tentative, based on City input for Lighting of Lake

*We are still waiting for Pride Lake to provide an exact 2024 date for this PLAIN supported festival. Since we expect it will be on the third Saturday in September, we have put a placeholder in Exhibit A.

EMPLOYMENT CONTRACT
MUNICIPAL COURT JUDGE

THIS EMPLOYMENT CONTRACT for the Municipal Court Judge of the City of Pine Lake, Georgia is entered into this _____ day of December, 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:

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 it is the desire of the City Council of Pine Lake that L’Erin Wiggins continues to serve in that capacity through the 2024 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 three regular sessions per month, on the 1st, 2nd, and last 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.

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, 2024 and ending December 31, 2024. 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.

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, 2024 and shall continue through December 31, 2024, 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.

- 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: ChaQuias Miller Thornton
City Manager
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.

CITY OF PINE LAKE, GEORGIA

Melanie Hammet, Mayor

[ADDITIONAL SIGNATURES ON NEXT PAGE]

ATTEST:

ChaQuias M. Thornton, City Manager/Acting 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

R-23-2023
RESOLUTION DECLARING THE RESULTS OF
THE NOVEMBER 7, 2023 ELECTION

WHEREAS, at the direction of the Mayor and Council of the City of Pine Lake, Georgia, an election was held on November 7, 2023, for the purpose of electing mayor and two-at-large members for the City Council.

WHEREAS, after receiving the tabulation of the votes cast in said election from the official returns of said election, we, the City Council of the City of Pine Lake, Georgia, find the results of the said election to be set out on these official returns which are attached hereto and made part of this resolution; and,

WHEREAS, Brandy Hall received the highest number of votes cast in the election for the position of mayor; and

WHEREAS, Jeffery Goldberg and Thomas Torrent received the two highest number of votes cast in the election for the position of council member.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, that Brandy Hall was elected to fill the Mayor position and that Jeffery Goldberg and Thomas Torrent were elected to fill the City Council At-Large positions .

BE IT FURTHER RESOLVED, and it is hereby resolved, that this resolution is adopted this 12th day of December, 2023.

Melanie Hammet, Mayor

ATTEST:

ChaQuias M. Thornton
City Manager/Acting City Clerk

RESOLUTION# R-24-2023
**A RESOLUTION TO SET THE QUALIFYING FEE FOR THE
OFFICE OF MAYOR AND THE OFFICE OF COUNCIL MEMBER
FOR THE 2024 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 fix 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 2024 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 November, 2023.

Melanie Hammet, Mayor
City of Pine Lake, Georgia

ATTEST:

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

RESOLUTION R-25-2023
CITY OF PINE LAKE HOLIDAY SCHEDULE

WHEREAS, employee benefits are provided for by the City of Pine Lake's employment policies and procedures: and

WHEREAS, paid holidays are considered beneficial to attract and to retain good employees; and

WHEREAS, the City of Pine Lake acknowledges that the observance of holidays is a way to celebrate the values that bring people together.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, that the City shall observe the following as holidays in accordance with City policy:

1. New Year's Day – Tues., Jan. 1, 2024
2. Observance of Martin Luther King Jr.'s Birthday – Mon., Jan. 15, 2024
3. Memorial Day – Mon., May 27, 2024
4. Juneteenth – Wed., June 19, 2024
5. Independence Day – Thurs., July 4, 2024
6. Labor Day – Mon., Sept. 2, 2024
7. Veteran's Day – Mon., Nov. 11, 2024
8. Thanksgiving – Thurs., Nov. 28, 2024
9. Day after Thanksgiving – Fri., Nov. 29, 2024
10. Christmas Eve – Tues., December 24, 2024
11. Christmas Day – Wed., December 25, 2024
12. Employee's birthday

BE IT ALSO RESOLVED, and it is hereby resolved, that if an employee does not observe Christmas he/she may request other days in compensation by filing written request with the City Manager (Director of Administration).

BE IT FURTHER RESOLVES, and it is hereby resolved that this resolution is adopted this 12th day of December, 2023.

Melanie Hammet, Mayor

ATTEST:

ChaQuias M. Thornton
City Manager/Acting City Clerk

RESOLUTION #R-26-2023

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

WHEREAS, the FY2023 local budget for the City of Pine Lake, Georgia was adopted in December 13, 2022; 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.

GENERAL FUND REVENUES					
		LINE ITEM DESCRIPTION	Increase	Decrease	
	351100	Intangible	5,382.00		
	334005	LMIG		11,382.00	
		Fund Balance Allocation		-	
		Fund Balance Allocation		-	
			5,382.00	11,382.00	(6,000.00)
GENERAL FUND EXPENDITURES					
		LINE ITEM DESCRIPTION			
ADMINISTRATION					
	511600	Overtime	1,339.00		
	521120	County Collection Fees	5,618.00		
	521499	Technology	2,100.00		
	531902	Stormwater Fees	1,000.00		
COURT					
	512100	Employee Benefits/Other		675.00	
	512400	Retirement		438.00	
	521499	Technology	1,603.00		
	523500	Travel		500.00	
POLICE					
	511600	Overtime	500.00		
	512600	Worker's Compensation	2,118.00		
	521290	Other Professional Services		2,239.00	
	522200	Auto Repairs & Maint		1,000.00	
	523100	Claims & Judgements		5,000.00	
	523500	Travel	621.00		
PUBLIC WORKS					
	511200	Regular Full-time		506.00	
	511600	Overtime	506.00		
	521290	Other Professional Services	711.00		
	522100	Cleaning		1,000.00	
	522220	Auto Repairs & Maintenance	1,888.00		
	522250	Street Repairs & Maint		14,000.00	
	531230	Electricity	3,728.00		
	522230	Building Repairs & Maintenance		1,374.00	
	523100	Claims & Judgements		1,000.00	
			21,732.00	27,732.00	(6,000.00)
		Sum Total			-

SPLOST					
		LINE ITEM DESCRIPTION	Increase	Decrease	
	33500	LMIG	11,382.00		
		Fund Balance Allocation		-	
		Fund Balance Allocation		-	
			11,382.00	0.00	11,382.00
SPLOST EXPENDITURES					
		LINE ITEM DESCRIPTION			
	522250	Street Maintenance & Repairs	11,382.00		
			11,382.00	0.00	11,382.00
		Sum Total			-

Melanie Hammet
Mayor

ChaQuias M. Thornton
City Manager/Acting City Clerk