

CITY OF PINE LAKE, GEORGIA REGULAR SESSION AGENDA COUNCIL CHAMBERS JUNE 13, 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

Announcements/Communication

Adoption of Agenda of the Day

Adoption of the Minutes

• Regular Meeting – May 30, 2023

Public Comments – 3 minutes each please

Old Business - Request to add Placement of Little Food Pantry

New Business

- Resolution R-12-2023 Confirmation of Executive Session held 05/30/2023
- Ordinance 2023-02 Fee Schedule Amendment Plan Review Fees amended by Council action on 05/30/2023 – 1st Read
- 3. Proposal Municipal Court Clerk/Terminal Agency Coordinator Service and Training – Retired Court Clerk Consulting LLC
- 4. Proposal Police Department Police Administrative and Terminal Agency Coordinator Services Tru/Eye Consulting
- Notification of Public Hearings and Meetings to consider Adoption of the 2023 Millage Rate – including Special Called Session of Council to be Held on 06/20/2023

REPORTS AND OTHER BUSINESS

Public Comments – 3 minutes each please

Staff Reports Administration and Public Works Public Safety 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 Brandy Hall Augusta Woods

ADMINISTRATIVE STAFF

ChaQuias Miller-Thornton City Manager

Sarai Y'Hudah-Green Chief of Police

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

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

Call to Order Mayor Melanie Hammet called the meeting to order at 7:00pm. Present: Mayor Melanie Hammet, Mayor pro tem Jean Bordeaux and Council members Brandy Hall, Augusta Woods, Tracey Brantley and Nivea Castro. City Manager ChaQuias Miller-Thornton, Chief of Police Sarai Y'Hudah-Green and City Attorney Susan Moore were also present. Administrative Coordinator Missye Varner was not present.

Announcements/Communications

Mayor Hammet announced that she communicated with DeKalb CEO Michael Thurmond regarding the Rockbridge Road project. Mayor Hammet is concerned about obtaining monetary retribution for the business affected and receiving adequate communications about project progress (or the lack thereof).

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 – May 9, 2023

Mayor pro tem Bordeaux motioned to adopt the agenda, seconded by Council Member Brantley, the adoption of the agenda passed unanimously.

Public Comments – 3 minutes each please

There were public comments regarding wildlife protection, fishing with lead sinkers, and the potential effect of permitted activities on the lake's habitat and environment. Documents relative to public comments made 05/30/2023 are on file at City Hall for reviewing. Please email <u>missyevarner@pinelakega.net</u> to request a copy or call 404-999-4931 to schedule an appointment to review the copy on file

New Business

1. MAPMakers Award

Mayor Melanie Hammet presented Eva Sotus with the MAPMakers Award for running the Pine Lake Lounge for many years and for her continued contributions to the community.

 Council Confirmation of Mayoral Appointments of Members to SEED Wendy Keith-Ott Kate Nevins

Council Member Brantley motioned to confirm Mayor Hammet's appointments; seconded by Mayor pro temp Bordeaux and passed unanimously.

3. Memorandum of Understanding between the City of Pine Lake and Pine Lakefest, Inc. – 2023 Pine Lakefest Event

Kathy dNobriga (President, Pinelake Fest, Inc.) presented proposed terms of the Memorandum of Understanding to Mayor and Council and thanked City Manager Thornton for her professionalism in helping to facilitate composition of the terms. She also thanked City Attorney Moore for her assistance in language draft for the MOU for presentation to Council.

Mayor pro temp Bordeaux motioned to approve the Memorandum of Understanding between the City of Pine Lake and Pine Lakefest, Inc. – 2023 Pine Lakefest Event – with authorization given to Mayor Hammet and City Manager Thornton to cause execution of the final draft as long as there are no substantial changes; seconded by Council Member Castro the motion passed unanimously.

4. Little Food Pantry – PLAIN, requestor

Thomas Ramsey presented to Mayor and Council, a detailed request for the placement of a Little Food Pantry on city property as a means to service food insecurity within the community.

Council Member Hall motioned to approve the Little Food Pantry with the location of placement to be determined later; seconded by Council Member Woods and passed unanimously.

5. Wildlife Protection Measures

Mayor and Council discussed protective measures to include regulations of park use and fishing. There was also discussion about amending the lake and recreation policy. Stewarts

of Environmental Education and Design were charged with considering solutions to the issues discussed. The discussion is to be continued.

6. Fee Schedule Revision – Permitting and Inspections

City Manager Thornton presented proposed fee schedule revision for Residential and Commercial building plan reviews associated with building permitting and inspections. Revisions were proposed based on an increase in third-party services for plan review.

Council Member Hall motioned to approve the Fee Schedule Revision – Permitting and Inspections; seconded by Council Member Castro and passed unanimously.

7. Adoption of a Tentative 2023 Millage Rate – For advertising purposes.

City Manager Thornton presented information and analysis of the preliminary tax digest, consolidation and revaluation reports as presented by the DeKalb County Tax Assessors Office. Analysis included comparisons of FY2023 budgeted tax revenue at the current millage rate of 18.422 and the calculated rollback rate of 14.540.

Council Member Woods motioned to adoption a Tentative 2023 Millage Rate of 18.422 – For advertising purposes; seconded by Council Member Hall and passed unanimously.

8. Increase of Mayor and Council Salary

Council Member Brantley motioned to approve for the Increase of Mayor and Council Salary; seconded by Council Member Castro and passed unanimously.

9. Executive Session to Discuss Personnel

At 8:20 pm Mayor pro tem Bordeaux motioned to move into Executive Session to Discuss Personnel; seconded by Council Member Castro and passed unanimously.

Executive Session was held.

Mayor pro tem Bordeaux motioned at 8:48 p.m. to adjourn from the Executive Session to Discuss Personnel and to reconvene to the Regular Council Meeting; seconded by Council Member Castro and passed unanimously.

10. Appointment and Confirmation – City Clerk – Resolution R-11-2023

Mayor Hammet asked Ned Dagenhard (candidate for appointment – City Clerk position) to introduce himself to Council.

Mayor pro temp Bordeaux motioned to approve the Appointment and Confirmation – City Clerk – Resolution R-11-2023 – with Ned Thomas Dagenhard being appointed to the position; seconded by Council Member Brantley and passed unanimously.

REPORTS AND OTHER BUSINESS

Public Comments – 3 minutes each please

Staff Reports

Administration and Public Works Public Safety

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

Reports/Comments

Mayor

There were not any mayoral comments.

City Council

Council Member Hall commented that she would not be able to attend the Town Hall Meeting that was scheduled for June 20th and requested that the Town Hall be changed to June 21st at 7:00 p.m. in the Beach House. Mayor and Council agreed to the scheduling change.

Council Member Castro commented that she will be attending the 6th Conference of LGBTI Political Leaders of the Americas and the Caribbean in Mexico City, Mexico from July 20-22, 2023.

City Manager Thornton announced that her interview – meet and greet session for potential entry into the Public Finance Leadership Academy is set for Wednesday, May 31, 2023

Information for "The Pine Lake News" eblast.

Mapmakers Grant Awarded to Eva Sotus

Eva was awarded this grant in honor of her cultural contribution to the City of Pine Lake. We have all enjoyed many an evening at the Lounge with great live music provided almost single-handedly by Eva. The next Lounge is June 10th at 8:00 PM. Go and give Eva your congratulations in person.

First Day of Beach Season Friday June 2nd.

The lake will be open for swimming June 2, 2023 through September 24, 2023 with swimming Monday-Friday from Dawn to Dusk and Saturday and Sunday from Dawn to Noon and from 3:00 PM to dusk.

Pancake Breakfast Saturday June 3rd 9:30 – 11:30

You are cordially invited to the monthly PLAIN pancake breakfast! Come mix and mingle with your Pine Lake community. Our menu: Eggcellent Scrambled Eggs, Purdy-Good Pancakes, Groovy Grits, Savory Sausages, and more! Beverages include Orange Juice, Coffee, and Mimosas!

Juneteenth Celebration Saturday June 17th 2:00 – 4:00 pm

Join us for our 2nd Annual Juneteenth celebration. We will have an enactment of Sojourner Truth's conversations with abolitionists by our own Pamela Poole-Starks along with lots of additional educational and entertaining content. We will have tables set up for Voter Registration and for DeKalb's emergency information system, Code Red. Better Than Terrific BBQ will be setup from 1:00 – 5:00 so even if you can't make the program, you can celebrate Juneteenth by avoiding cooking and enjoying great BBQ. See <u>Flyer</u> for more information.

Town Hall has been changed to June 21st. 7:00 pm in the Beach House

Town Hall has been changed from June 20th to June 21st at 7:00 pm in the Beach House. The scheduled topics are: What does it take to be an elected official in Pine Lake? and Update on the plans for Poplar Park Improvements. There will also be time for Q&A.

City Still Accepting Applications for Beach Monitor

Beach Monitor is a seasonal, part-time position. If you know someone who might be interested in a summer job, please pass on this information.

Application and full description can be found on the city website at <u>www.pinelakega.net</u> employment opportunities/Beach Monitor posting.

Food Assistance Available to Pine Lake Neighbors

PLAIN's <u>Neighbor to Neighbor</u> (N2N) program assists Pine Lake neighbors in need. If you or someone you know is food insecure or needs other assistance, please call 404 491-0774 and leave a message. A volunteer will call back to discuss needs and help available. All contacts are kept confidential.

Adjournment – Council Member Hall motioned to adjourn at 9:11 pm; seconded by Council Member

Missye Varner, Administrative Coordinator

RESOLUTION R-12-2023

WHEREAS, a quorum of the City Council of the City of Pine Lake, Georgia, entered into executive session on May 30, 2023 as allowed by O.C.G.A. §50-14-4 for the purpose of discussing personnel matters; and,

WHEREAS, at the close of discussion of each subject, the City Council of the City of Pine Lake, Georgia, did vote to close the executive session and begin open session; and,

WHEREAS, the members present were: Mayor Hammet; Mayor pro tern Bordeaux; and, Council members Brantley, Castro, Hall, and Woods.

WHEREAS, the members voting for closure were: Mayor pro tern Bordeaux; and, Council members Brantley, Castro, Hall, and Woods.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved, by the City Council of the City of Pine Lake, Georgia, that:

- 1) Each member of the City Council of the City of Pine Lake, Georgia present for the meeting does hereby confirm that to the best of her knowledge, the said subject matter of the executive sessions were devoted to matters within the relevant exception as set forth above; and,
- 2) That the actions taken in executive session and discussion of the same are hereby ratified; and,
- That the City Council of the City of Pine Lake, Georgia does hereby authorize and direct the Mayor to execute an affidavit in order to comply with O.C.G.A. §50-14-4(b); and,
- 4) That the affidavit be included and filed with the official minutes of the meetings and shall be in a form which substantially complies with the requirements of the statute.

This _____ day of June, 2023.

Jean Bordeaux, Mayor pro tem

ATTEST:

ChaQuias M. Thornton, Manager/Acting City Clerk



Memo

- **DATE**: June 8, 2023
- TO: Mayor and City Council
- FROM: ChaQuias Thornton

RE: Ordinance 2023-02 – Amendment of Fee Schedule – Plan Review Services

On May 30, 2023 Council approved amendment of the fees assessed for Plan Review services associated with building permitting. Amendment to the fees were approved as follows:

- Residential Building Plan Review Fees be amended from \$100.00 plus 25% of permit fee to \$200.00 plus 25% of permit fee.
- Commercial Building Plan Review Fees be amended from \$200.00 plus 50% of permit fee to \$350.00 plus 50% of permit fee

Pursuant to Pine Lake Code of Ordinances, APPENDIX A. – Zoning, ARTICLE 15, Building Permits and Enforcement, Section 15-4 Required Fees, fee schedule must be amended by action of the Council in the form of ordinance adoption.

Therefore, final draft form of Ordinance 2023-02 is presented to Mayor and Council for consideration of a first read during the 06/13/2023 regular meeting of the body.

Please do feel free to present any comments, questions, or concerns regarding.

Thank you,

CMThornton

ORDINANCE 2023-02

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PINE LAKE, GEORGIA, PURSUANT TO PINE LAKE CODE OF ORDINANCES, APPENDIX A. – ZONING, ARTICLE 15, BUILDING PERMITS AND ENFORCEMENT, SECTION 15-4 REQUIRED FEES, TO AMEND FEE SCHEDULE FOR PLAN REVIEW FEES ASSOCIATED WITH THE CITY'S PROVISION OF BUILDING PERMIT SERVICES.

WHEREAS, the City of Pine Lake (City) provides certain services to its citizens, businesses, and stakeholders relevant to the City's municipal power to regulate and to license the erection and construction of buildings and all other structures; and

WHEREAS, plan review services for the construction, alteration, renovation, and repair of building and all other structures are provided by the City, whether directly or through third-party service provision, for a fee; and

WHEREAS, all fees charged for applications, permits and certificates regulated by the City ordinance shall be in accordance with the fee schedule then in effect; and

WHEREAS, proposed changes in the fee schedule are to be presented to mayor and council for action by ordinance; and

WHEREAS, Mayor and Council have found it necessary to amend Construction Related Plan Review Fees for residential and commercial construction.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Pine Lake as set forth herein:

SECTION 1.

- 1) The schedule of fees charged for plan review services provided in association with building applications permits and certificates as regulated by City be amended as follows:
 - a. The amount assessed for Residential Building Plan Review Fees be amended from

\$100.00 plus 25% of permit fee to \$200.00 plus 25% of permit fee.

b. The amount assessed for Commercial Building Plan Review Fees be amended from

\$200.00 plus 50% of permit fee to \$350.00 plus 50% of permit fee

[SECTION 2 on NEXT PAGE]

SECTION 2.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

So ordained upon second adoption date below.

First Read _____, 2023

Second Read _____, 2023

MAYOR AND CITY COUNCIL OF PINE LAKE, GA

Melanie Hammet, Mayor

ATTEST:

[SEAL]

ChaQuias M. Thornton, City Manager/Acting City Clerk

Approved as to form:

Susan J. Moore, City Attorney



Memo

- DATE: June 8, 2023 TO: Mayor and City Council
- FROM: ChaQuias Thornton
- **RE**: Court Clerk/TAC Training and Service Proposal

As previously discussed with Mayor and Council, training of the newly appointed City Clerk in the court clerk functions of the position is necessary to provide the employee with opportunity to acquire required knowledge of the position. The following scenario is provided for the training service:

Currently, Retired Court Clerk Consulting, LLC (Faye Brantley, owner) provides contracted court clerk services for the City's Court Department. Retired Court Clerk Consulting has provided the service at \$17.75/hour – resuming service at the resignation of the part-time court clerk in August of 2022. Ms. Brantley is a Certified Municipal Court who is familiar with process, procedures, and operations of both the City's court administration office and its municipal court proceedings. Ms. Brantley has offered her services for the continuation of service to court operations and for training of the newly appointed City Clerk in the court clerk function for a total of \$37.50/hour. Ms. Brantley has proposed a three (3) month service contract for the services beginning June 26, 2023 and ending September 29, 2023 – for a total of 14 weeks. An average of 20 hours per week is anticipated for the training and service schedule, with hours not to exceed 24 hours per week. Elements of service and training are found on the following pages.

Ms. Brantley has also proposed an on-call service (on an as needed basis) following the initial three (3) month service contract period for a total of \$35.00/hour.

The scenario calls for no expected increase in budget allocation for the Administration and Court Services Department combined. My office will report back to Council, near the end of the three (3) month service contract to present the evaluated results of training and to present any future scenario of services that might warrant budget consideration.

I request Council consideration of the proposed contract scenario for Retire Court Clerk Consulting, LLC for Municipal Court Clerk and Court TAC training and services. Copy of the contract draft is forth coming. CMThornton

Major Duties and Training Aspects of Court Clerk Position

- Schedules and administers Municipal Court sessions;
- Prepares and processes records and other legal papers for Court such as court dockets, citations, and criminal/driver histories; ensures all materials are complete, accurate and in compliance with Georgia Law and Court procedures;
- Responds to inquiries, questions, and complaints from the general public and Court related personnel over the telephone and in person regarding Court procedures, policies, personnel, or specific cases;
- Receives and accounts for all fines, bonds and probations payments to the Court;
- Prepares, maintains, and distributes various reports, records, and other documents pertinent to the operation of the Court and those required by the State; ensures compliance with Court policies and procedures and State requirements;
- Maintains and files Municipal records, including citations, municipal dispositions and GCIC dispositions; serves as records retention manager for the Municipal Court;
- Supervises part-time Assistant to the Court Clerk;
- · Assists in preparation of documentation for the City Audit;
- Performs customer service functions of the position.
- Other duties a assigned

TAC Training

- TAC's must complete the Terminal Agency Coordinator Certification course, administered by the GA Crime Information Center within 90 days of appointment.
- GCIC operators must maintain certification every two years, TAC's every five years.
- TAC appointment letter
- User Account Access. 1 for each- Validation, UCR, GCIC LEMS Portal, LMS, RMS, CMS, and email
- Some passwords are immediate, and others take 2-4 weeks.
- Sign Awareness Statement
- GCIC/CJIS User Agreement review
- Review and Update Policies
- Entering Citations
- Police report/Open Records
- UCR access/training Once a month reporting
- Fingerprinting

AGREEMENT FOR PROFESSIONAL SERVICES MUNICIPAL COURT CLERK AND TERMINAL AGENCY COORDINATOR TRAINING AND SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023 by and between the City of Pine Lake, Georgia ("City") for the professional services of Faye E. Brantley ("Brantley"), acting by and through Retired Court Clerk Consultant, LLC. located at 2303 Leafstone Drive, Covington, GA 30014. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

SECTION I. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon execution by both parties and shall terminate September 30, 2023 unless extended through a mutually agreed upon amendment to this Agreement. If either party wants to terminate this Agreement for cause, such party must provide ten days written notice to the other party and twenty-one days to cure any defect in performance.

SECTION 2. DUTIES AND COMPENSATION

From June 26, 2023 through December 31, 2023, Brantley will train Ned Thomas Dagenhard to perform all of the duties of municipal court clerk, provide court administrative services and serve as terminal agency coordinator ("TAC") for the municipal court. Specific elements of such training are attached as "Exhibit A" to this Agreement. Such training shall be conducted in person at the City of Pine Lake, is expected to require 24 hours per week and will be compensated by the City at a rate of \$37.50 per hour. The anticipated compensation for this is estimated at \$12,600.00.

During this time period City shall also provide registration for Brantley and Dagenhard to attend the annual TAC conference.

From October 1, 2023 through December 31, 2023, Brantley will be available on call to answer questions from and assist Mr. Dagenhard with court services operations and proceedings at the rate of \$35.00 per hour which shall be charged in quarter hourly increments.

SECTION 3. INVOICE AND PAYMENT

Brantley will invoice the City on the 15th and 30th of each month identifying dates, times and topics of training or assistance. Undisputed charges on invoices shall be paid within 15 days. Because Brantley is an independent contractor for these services, payments will not be subject to any withholding for taxes or employee benefits and Brantley shall not be eligible for any employee benefits for providing services pursuant to this Agreement.

SECTION 4. CONFIDENTIAL AND PROPRIETARY INFORMATION

Brantley acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City including information with respect to which Brantley has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Brantley agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the

foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of Brantley under this section shall survive the termination of this Agreement.

SECTION 5. ENTIRE AGREEMENT

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

SECTION 6. LAWS APPLICABLE AND VENUE

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in Fulton County, Georgia.

SECTION 7. MODIFICATION

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

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

CITY OF PINE LAKE, GEORGIA

Melanie Hammet, Mayor

By:

Date of Execution:

Attest:

City Clerk

Approved as to form:

City Attorney

Retired Court Clerk Consultant, LLC

By:

Faye E. Brantley

Date of Execution:

EXHIBIT A

Major Duties and Training Aspects of Court Clerk Position

- Schedules and administers Municipal Court sessions;
- Prepares and processes records and other legal papers for Court such as court dockets, citations, and criminal/driver histories; ensures all materials are complete, accurate and in compliance with Georgia Law and Court procedures;
- Entering Citations
- Responds to inquiries, questions, and complaints from the general public and Court related personnel over the telephone and in person regarding Court procedures, policies, personnel, or specific cases;
- Receives and accounts for all fines, bonds and probations payments to the Court;
- Prepares, maintains, and distributes various reports, records, and other documents pertinent to the operation of the Court and those required by the State; ensures compliance with Court policies and procedures and State requirements;
- Maintains and files Municipal records, including citations, municipal dispositions and GCIC dispositions; serves as records retention manager for the Municipal Court;
- Supervises part-time Assistant to the Court Clerk;
- Assists in preparation of documentation for the City Audit;
- Performs customer service functions of the position.
- Other duties a assigned

TAC Training

- TAC's must complete the Terminal Agency Coordinator Certification course, administered by the GA Crime Information Center within 90 days of appointment.
- GCIC operators must maintain certification every two years, TAC's every five years.
- TAC appointment letter
- User Account Access. 1 for each- Validation, UCR, GCIC LEMS Portal, LMS, RMS, CMS, and email
- Some passwords are immediate, and others take 2-4 weeks.
- Sign Awareness Statement
- GCIC/CJIS User Agreement review
- Review and Update Policies
- Police report/Open Records

Terminal Agency Coordinator – Process of handling Warrants

Specific to The City of Pine Lake

- 1. Warrant is signed by Judge (FTA, Probation Violations)
- 2. Court Clerk will provide warrant to TAC
- 3. TAC/Designee will conduct background for each warrant
 - a. Drivers License
 - b. Criminal History
- 4. Enter warrant using information from #3.
- 5. A secondary person must validate the warrant information.
- 6. A copy of the warrant information is faxed to Decatur PD.
- 7. The court retains the original warrant.
- 8. The police department retains a copy of the warrant.

Daytime Hours (Monday - Friday)

- 1. Warrants are confirmed by TAC, Court Clerk, or designee.
- 2. Confirmed warrants are removed from the system.
- 3. Decatur PD is notified to remove the warrant from their file.
- 4. Court Clerk is notified that (Warrant cleared and/or Person in custody)

After Hours and All Hours on Saturday, Sunday, and Holidays

- 1. Warrants are confirmed by the City of Decatur.
- 2. Decatur will fax over the confirmed warrant information to Pine Lake
- 3. Officer on duty will receive fax and make arrangements for subject to be transported to the jail.
- 4. TAC/Designee will receive a locate notification on GCIC
- 5. The warrant will be removed from the system immediately (TAC/Designee will be called in.)

<u>Timeline for the Proposed Millage Rate Adoption 2023 – 3 Hearings</u> (If a tentative millage rate is set at a value higher than the rollback rate) Tentative Rate was advertised at 18.422 – Rollback Rate is 14.540	
<u>Tuesday:</u> May 30 th	Tentative Adoption of Millage Rate – Tentative Rate was set at 18.422 mills
<u>Tuesday:</u> June 1st	 Submit ads to Champion for publication June 8th edition: Notice of Property Tax Increase – Includes all 3 public hearings. Two hearings to be held on one day.
<u>Thursday:</u> June 8 th	 Ads run in the Champion Notice of Property Tax Increase – Includes all 3 public hearings. Two hearings to be held on one day.
<u>Tuesday:</u> June 20 th	1 st and 2 nd Public Hearings Held @ 11:00am and 6:00pm (TWO OF THE THREE HEARINGS MUST BE HELD AT LEAST FIVE DAYS APART) Special Called Meeting @ 6pm – Immediately following the 2 nd Public Hearing
<u>Tuesday:</u> June 27 th	3 rd Public Hearing Held @ 7pm
<u>Tuesday:</u> June 27 th	Final Adoption of Millage Rate – Regular Council Meeting following the 3 rd Public Hearing



Memo

DATE: June 8, 2023
TO: Mayor and City Council
FROM: ChaQuias Thornton
RE: PD Administrative/TAC Service Proposal

Attached, please find proposal from TruEye Consultants, Inc (Larry Williams, owner) for the interim provision of police department administrative/terminal agency coordination training and services.

Proposal is being presented at a contract rate of \$37.00 hour for actual hours worked. $20 \underline{16}$ hours per week is estimated for service provision. The initial 6-month service period is to begin June 26, 2023 <u>at execution of contract</u> and to conclude December 31, 2023 for an estimated total of $27 \underline{29}$ weeks. Assuming service provision through December 31, 2023, estimated cost of services is $\$19,980 \underline{\$17,168}$. Any anticipation of service provision beyond the 2023 year will be presented with FY2024 budget consideration.

The scenario calls for no expected an estimated increase in budget allocation for the Police Department in the amount of **\$3,814**. My office and the Chief of Police Office will report back to Council during months two, four, and six of the service period with evaluated results of service provision and to present any future scenario of services that might warrant budget consideration. Hire of a permanent PD Administrative/TAC position may warrant consideration for budget increase upon placement of the position.

I request Council consideration of interim contract scenario for the performance of Police Department Administrative and Terminal Agency Coordinator services for the City of Pine Lake's Police Department. Form of contract will be presented shortly.

Elements of training and services are shown on the following pages.

Please do feel free to present any comments, questions, or concerns regarding.

Thank you,

CMThornton

Details of Training

- TAC's must complete the Terminal Agency Coordinator Certification course, administered by the GA Crime Information Center within 90 days of appointment.
- GCIC operators must maintain certification every two years, TAC's every five years.
- TAC appointment letter
- User Account Access. 1 for each- Validation, UCR, GCIC LEMS Portal, LMS, RMS, CMS, and email
- Some passwords are immediate, and others take 2-4 weeks.
- Sign Awareness Statement
- GCIC/CJIS User Agreement review
- Review and Update Policies
- Entering Citations
- Police report/Open Records
- UCR access/training Once a month reporting
- Fingerprinting
- Payment processing of citations, probation checks, background checks, and others as needed

This list is not all inclusive. There will be other training that will come up during the next 6 months.

Below you find an overview of what the job entails and how warrants are handled. This will be included in the training process.

Terminal Agency Coordinator - overview

- 1. Assigns, directs, supervises, and evaluates assigned personnel
- 2. Ensures compliance with all GCIC procedures
- 3. Assigns ORIs to GCIC operators
- 4. Maintains list of operators with access to CJIS Network
- 5. Maintains mobile operators' access to the CJIS Network via Records Management System
- 6. Ensures that all certified CJIS Network Operators maintain current certification
- 7. Assigns usernames and passwords for LMS system to current and new employees
- 8. Administers Security Awareness Training for all agency employees
- 9. Maintains and updates usernames and passwords for all CJIS Network Operators
- 10. Provides training materials to Operators to ensure the accuracy of GCIC entries
- 11. Updates and maintains Control Management, Service, and User Agreements
- 12. Ensures all new employees are fingerprinted and receive Security Awareness training
- 13. Prepares GCIC statistical information for annual budget
- 14. Maintains GCIC file retention limits
- 15. Maintains CJIS Network related documents
- 16. Prepares for and conducts GCIC audits
- 17. Verifies the accuracy of information on GCIC entries completed by CJIS Network Operators
- 18. Ensures that all GCIC entries are made within the time limitations set forth by the FBI
- 19. Runs background investigations for detectives, investigators, and Police Departmnet employees

20. Enters warrants, guns, vehicles, missing persons, boats, identify theft files, vehicle parts, and protection orders

- 21. Attends training, conferences and meetings as required
- 22. Performs other related duties as assigned
- 23. UCR Reporting for GCIC/NCIC

24. Maintain up-to-date knowledge of local/state and federal laws that can effect the day-to-day operations

25. Receiving and Routing (RALT/SALT) of GCIC

AGREEMENT FOR PROFESSIONAL SERVICES POLICE ADMINISTRATIVE AND TERMINAL AGENCY COORDINATOR TRAINING AND SERVICES

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____, 2023 by and between the City of Pine Lake, Georgia ("City") for the professional services of Larry Williams ("Williams"), acting by and through TruEye Consultants, Inc. located at 60 Glengarry Chase, Covington, Georgia 30014. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

SECTION I. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon execution by both parties and shall terminate December 31, 2023 unless extended through a mutually agreed upon amendment to this Agreement. If either party wants to terminate this Agreement for cause, such party must provide ten days written notice to the other party and twenty-one days to cure any defect in performance.

SECTION 2. DUTIES AND COMPENSATION

From June 26, 2023 through December 31, 2023, Williams will provide police department administrative services and serve as terminal agency coordinator ("TAC") for both the police department, and will train any person hired by the department to regularly perform such duties. Specific elements of such training are attached as "Exhibit A" to this Agreement. Such training shall be conducted in person at the City of Pine Lake, is expected to require 16 hours per week and will be compensated by the City at a rate of \$37.00 per hour. The anticipated compensation for this is estimated at \$15,984.

During this time period City shall also provide registration for Williams, and any applicable employee hired by the City, to attend the TAC conference.

SECTION 3. INVOICE AND PAYMENT

Williams will invoice the City on the 15th and 30th of each month identifying dates, times and topics of training or assistance. Undisputed charges on invoices shall be paid within 15 days. Because Williams is an independent contractor for these services, payments will not be subject to any withholding for taxes or employee benefits and Williams shall not be eligible for any employee benefits for providing services pursuant to this Agreement.

SECTION 4. CONFIDENTIAL AND PROPRIETARY INFORMATION

Williams acknowledges that he may have access to and become acquainted with confidential and other information proprietary to the City including information with respect to which Williams has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Williams agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of Williams under this section shall survive the termination of this Agreement.

SECTION 5. ENTIRE AGREEMENT

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

SECTION 6. LAWS APPLICABLE AND VENUE

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in Fulton County, Georgia.

SECTION 7. MODIFICATION

No modification to the Agreement is valid unless it is reduced to writing, specifically identifies what provisions herein are to be changed or what new provisions are to be added, and is signed and executed by both parties. Any modification must be executed with the same formality as this document.

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

CITY OF PINE LAKE, GEORGIA

Melanie Hammet, Mayor

By:

Date of Execution:

Attest:

City Clerk

Approved as to form:

City Attorney

TryEye Consultants, Inc.

By:

Larry Williams

Date of Execution:

EXHIBIT A

Details of Training

TAC's must complete the Terminal Agency Coordinator Certification course, administered by the GA Crime Information Center within **90 days of appointment.**

GCIC operators must maintain certification every two years, TAC's every five years.

TAC appointment letter

User Account Access. 1 for each- Validation, UCR, GCIC LEMS Portal, LMS, RMS, CMS, and email

Some passwords are immediate, and others take 2-4 weeks.

Sign Awareness Statement

GCIC/CJIS User Agreement review

Review and Update Policies

Entering Citations

Police report/Open Records

UCR access/training – Once a month reporting

Fingerprinting

Payment processing of citations, probation checks, background checks, and others as needed

This list is not all inclusive. There will be other training that will come up during the next 6 months. Below you find an overview of what the job entails and how warrants are handled. This will be included in the training process.

Terminal Agency Coordinator - overview

- 1. Assigns, directs, supervises, and evaluates assigned personnel
- 2. Ensures compliance with all GCIC procedures
- 3. Assigns ORIs to GCIC operators
- 4. Maintains list of operators with access to CJIS Network
- 5. Maintains mobile operators' access to the CJIS Network via Records Management System
- 6. Ensures that all certified CJIS Network Operators maintain current certification
- 7. Assigns usernames and passwords for LMS system to current and new employees
- 8. Administers Security Awareness Training for all agency employees
- 9. Maintains and updates usernames and passwords for all CJIS Network Operators
- 10. Provides training materials to Operators to ensure the accuracy of GCIC entries

- 11. Updates and maintains Control Management, Service, and User Agreements
- 12. Ensures all new employees are fingerprinted and receive Security Awareness training
- 13. Prepares GCIC statistical information for annual budget
- 14. Maintains GCIC file retention limits
- 15. Maintains CJIS Network related documents
- 16. Prepares for and conducts GCIC audits
- 17. Verifies the accuracy of information on GCIC entries completed by CJIS Network Operators
- 18. Ensures that all GCIC entries are made within the time limitations set forth by the FBI
- 19. Runs background investigations for detectives, investigators, and Police Departmnet employees

20. Enters warrants, guns, vehicles, missing persons, boats, identify theft files, vehicle parts, and protection orders

- 21. Attends training, conferences and meetings as required
- 22. Performs other related duties as assigned
- 23. UCR Reporting for GCIC/NCIC
- 24. Maintain up-to-date knowledge of local/state and federal laws that can effect the day to day operations
- 25. Receiving and Routing (RALT/SALT) of GCIC

Terminal Agency Coordinator - Process of handling Warrants

Specific to The City of Pine Lake

- 1. Warrant is signed by Judge (FTA, Probation Violations)
- 2. Court Clerk will provide warrant to TAC
- 3. TAC/Designee will conduct background for each warrant
 - a. Drivers License
 - b. Criminal History
- 4. Enter warrant using information from #3.
- 5. A secondary person must validate the warrant information.
- 6. A copy of the warrant information is faxed to Decatur PD.
- 7. The court retains the original warrant.
- 8. The police department retains a copy of the warrant.

Daytime Hours (Monday – Friday)

- 1. Warrants are confirmed by TAC, Court Clerk, or designee.
- 2. Confirmed warrants are removed from the system.
- 3. Decatur PD is notified to remove the warrant from their file.
- 4. Court Clerk is notified that (Warrant cleared and/or Person in custody)

After Hours and All Hours on Saturday, Sunday, and Holidays

- 1. Warrants are confirmed by the City of Decatur.
- 2. Decatur will fax over the confirmed warrant information to Pine Lake
- 3. Officer on duty will receive fax and make arrangements for subject to be transported to the jail.
- 4. TAC/Designee will receive a locate notification on GCIC
- 5. The warrant will be removed from the system immediately (TAC/Designee will be called in.)