

**CITY OF PINE LAKE
COUNCIL AGENDA
JANUARY 13, 2020
7:00 PM**

Call to order
Pledge of Allegiance
Announcements/Communication
Adoption of Agenda
Public Comments

CONSENT AGENDA

All matters listed under this item are routine or have been previously discussed by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

Approval of Minutes of 12/09/19 and 01/06/20
Approval of 2020 Meeting Calendar
Approval of Appointments

NEW BUSINESS

Election of Mayor Pro-Tem
Waiver for Rental Fee – Appeal
Presentation / First Reading of Marijuana Ordinance
Presentation / First Reading of Anti-Discrimination Ordinance
Approval Contract with Professional Probation Services
Special Purpose Local Option Sales Tax (SPLOST) Update

Public Comments
Mayor's Comments
Council Comment
Adjournment

**CITY OF PINE LAKE
COUNCIL MEETING MINUTES
DECEMBER 9, 2019
7:00 PM**

Call to order

The meeting was called to order at 7:00 by Mayor Melanie Hammet. Mayor Pro-Tem Jean Bordeaux and Council members Augusta Woods, Megan Pulsts, Brandy Hall, and Kris Casariego were also present. City Administrator Valerie Caldwell and Chief of Police Sarai Y'Hudah-Green were also present.

Pledge of Allegiance was led by Hammet.

Announcements/Communication

Hammet:

- communicated that the Art Gallery Event at the old City Hall was a great success
- communicated that she met with Senators Kim Jackson and Y. T. Bell recently. Jackson commented on the active relationships that Pine Lake has with legislators, other cities and the county commissioners.
- had a good meeting with Super District Commissioner Lorraine Cochran-Jackson and she is assisting with the Family Dollar planning for planting an orchard on their site.

Bordeaux:

- communicated that she continues to attend the Prism Advisory and the 2020 schedule will be available in January. Also, that in February DeKalb County is planning on having a meeting for the cities of Clarkston, Stone Mountain and Pine Lake to discuss developments.

Adoption of Agenda

The agenda was unanimously adopted upon motion by Woods and second by Pulsts.

Public Comments

There were not any comments.

CONSENT AGENDA

Minutes of 11/26/19 meeting

The Consent Agenda unanimously approved on motion by Bordeaux and second by Casariego.

OLD BUSINESS

Census – Council member Kris Casariego

Council member Casariego reported that she is working with Council member elect Tracey Brantley in the transition.

Adoption of 2020 Budget

The 2020 budgets were unanimously approved upon motion by Pulsts and second by Woods.

Executive Session – Real Estate

Motion to go into Executive Session to discuss a real estate matter was made by Pulsts and seconded by Hall.

Motion to adjourn Executive Session and return to regular meeting was made by Pulsts, second by Bordeaux and was unanimously approved.

Public Comments

There were not any comments.

Mayor’s Comments

The Mayor commented that this was the last meeting of 2019 and acknowledged and thanked Pulsts for her length of service. Hammet also acknowledged Matt Pulsts for his presence at the meetings.

Hammet also stated that there would be a celebration on December 15th at 7:00 pm at the Beach House for outgoing City Attorney Laurel Henderson and Council Members Megan and Kris Casariego.

Council Comment

Pulsts inquired about permits for 648 Olive Road. Caldwell will check and report back.

Chief Green stated that 2019 has been an interesting year and said that she appreciated the city council and the Kids Tot meeting throughout the year.

Adjournment: The meeting adjourned upon motion by Pulsts and second by Casariego at 7:30 PM.

Missye Varner, Administration Assistant

**CITY OF PINE LAKE CITY COUNCIL
ORGANIZATIONAL MEETING MINUTES
JANUARY 6, 2020**

Mayor and Council for the City of Pine Lake held an organizational meeting on January 6, 2020. Present were Mayor Melanie Hammet, Mayor Pro-Tem Jean Bordeaux, Council members Augusta Woods, Megan Pulsts, and Kris Casariego. Also present was Municipal Judge L'Erin Wiggins and City Administrator Valerie Caldwell. Council member Brandy Hall was not in attendance.

Mayor Hammet call the meeting to order at 7:00 and led the pledge of allegiance.

Judge Wiggins explained the history and importance of the oath of office required of elected officials. She then proceeded to swear in Tracey Brantley and Brandy Beavers as Council members and Melanie Hammet for her second term as Mayor.

Council members Casariego and Pulsts were thanked for their service to the city.

Mayor Hammet invited all to a reception immediately following this meeting.

There being no further business, the meeting adjourned at 7:20 PM.

Valerie Caldwell
City Administrator

City of Pine Lake 2020 Council Meeting Calendar

| MEETING | DAY | DATE | TIME | LOCATION |
|-----------------|---------|----------|---------|------------------|
| Council Meeting | Monday | 01/13/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 01/28/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 02/10/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 02/25/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 03/09/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 03/31/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 04/13/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 04/28/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 05/11/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 05/26/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 06/08/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 06/30/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 07/13/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 07/28/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 08/10/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 08/25/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 09/14/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 09/29/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 10/12/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 10/27/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 11/09/20 | 7:00 PM | Council Chambers |
| Council Meeting | Tuesday | 11/24/20 | 7:00 PM | Council Chambers |
| Council Meeting | Monday | 12/14/20 | 7:00 PM | Council Chambers |



MEMORANDUM

To: Council

From: Mayor

Date: 01/10/2020

Subj: Proposed Annual Appointments

| | |
|-----------------------|--------------------|
| L'Erin Barnes Wiggins | Municipal Judge |
| Susan Moore | City Attorney |
| Jimmy Whitaker | City Auditor |
| Rich Edinger | City Engineer |
| Bill Johnston | Zoning Consultant |
| Legal Organ | Champion Newspaper |



MEMORANDUM

To: Mayor and Council

From: City Administrator



Date: 01/10/2020

Subj: Appeal of Rental Waiver

Debbie Liam is appealing denial of a rental fee waiver. She has utilized the Clubhouse facility in the past for a successful yoga class benefiting the community.

Citizens may apply for a rental fee waiver twice per year. For use of the facility from January 1 -- June 30 applications must be received no later than November 1st.

Unfortunately, the city did not receive an application from Ms. Liam. Since the policy prohibits residents who do not complete the application by the due dates from being eligible to receive a rental fee waiver for the subsequent six month period, Ms. Liam's recourse is to appeal to council.

Pine Lake Facilities Rentals

FEE WAIVER FOR COMMUNITY EVENTS

Residents who would like to conduct an event that returns value to the community may apply for a rental fee waiver

Please note that the waiver is for the rental fee only. The \$200 deposit and normal cleaning fees will apply.

PROCESS TO APPLY FOR RENTAL FEE WAIVER:

Any resident of Pine Lake is invited to submit applications (due November 1st for Jan-June of the following year or May 1st for July – Dec). Applications will be evaluated by Pine Lake staff, including but not limited to the City Administrator and Facilities Manager. (see application form below)

The rental fee will be waived for accepted applicants. Deposit and cleaning fees will still apply. It is not required that you know the exact date of your event. If you do not know the date please give as much information as possible (i.e. “Weekday afternoon in April” or “Monthly evening meetings from July through November”.)

Residents who do not complete the application by the due dates will not be eligible to receive a rental fee waiver for the subsequent 6-month period.

Once the application period has closed, staff will score the applications based on criteria established by Council. Every effort is made to accommodate requests; however, space is limited.

The City Administrator will submit to Council by the work session following the deadline:

1. a scored list of applications indicating those selected to receive the rent waiver and
2. copies of all applications with associated scoring sheet.

Applicants who have received a waiver will need to complete the Resident Rental Agreement and submit it with the deposit and cleaning fee. Date(s) will not be reserved on the rental calendar until the deposit, cleaning fee and application are received by City Hall.

Any applicant who wishes to appeal the decision of the staff may present their appeal to the City Council at the following City Council meeting. Please notify City Hall of your intent to appear no later than 7 days prior to the next council meeting so that you can be added to the agenda. The City Council will vote on each appeal by either granting the appeal or upholding the staff decision.

ORDINANCE NO. 2020-01

AN ORDINANCE BY THE CITY OF PINE LAKE TO AMEND CHAPTER 50 OF THE CITY CODE OF ORDINANCES; TO ESTABLISH THE PUNISHMENT FOR THE MUNICIPAL CODE VIOLATION OF POSSESSION OF ONE OUNCE OR LESS OF MARIJUANA; TO ENCOURAGE LAW ENFORCEMENT OFFICERS TO ISSUE CITATIONS FOR SUCH OFFENSE RATHER THAN EFFECTUATING ARREST; AND TO REPEAL CONFLICTING ORDINANCES

WHEREAS, the City Council finds that the enforcement of the State law prohibiting possession of less than one ounce of marijuana has been inequitable and has fallen disproportionately on certain subsets of the population; and

WHEREAS, arrest or conviction for the State law offense of possession of less than one ounce of marijuana presents obstacles throughout life for those arrested or convicted including in education, employment, and housing; and

WHEREAS, the City Council desires to facilitate equity in the administration of criminal justice; and

WHEREAS, O.C.G.A. § 36-32-6 grants municipal courts concurrent jurisdiction to try and dispose of cases wherein a person is charged with possession of one ounce or less of marijuana when such conduct occurs inside a municipality.

NOW THEREFORE, BE IT ORDAINED by the City of Pine Lake, as follows:

Section 1. City of Pine Lake law enforcement officers are hereby encouraged by the City Council to issue citations to individuals for violation of the city ordinance prohibiting possession of less than one ounce of marijuana rather than arresting such individuals, when possession of marijuana is the sole non-traffic offense by the individual observed by the officer.

Section 2. City Code Section 50-22 is hereby amended to strike the existing language and insert in lieu thereof the following:

“(a) It shall be unlawful for any person to possess one ounce or less of marijuana within the corporate limits of the City.

(b) Conviction for violation of this ordinance shall be punished by a fine of _____.

(c) No person convicted of violating this ordinance shall be punished by confinement for any period of time.”

Section 3. The various clauses and subsections of this ordinance are intended to be severable. Should any of the provisions of this ordinance be deemed invalid by a court of competent

jurisdiction, it is the intent of the City Council that the remaining provisions remain in full force and effect.

Section 4. All ordinances and portions of ordinances in conflict with the terms of this ordinance are hereby repealed as to the subject matter of this ordinance.

Section 5. This ordinance shall become effective upon its approval by the City Council, signature by the Mayor, and approval as to form by the City Attorney.

ADOPTED this ____ day of _____, 2020.

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

Mayor Melanie Hammet

ATTEST:

Valerie Caldwell, City Clerk
(SEAL)

Approved as to Form:

Susan J. Moore, City Attorney

ORDINANCE NO. 2020-02

AN ORDINANCE BY THE CITY OF PINE LAKE TO AMEND CHAPTER 50 OF THE CITY CODE OF ORDINANCES; TO DECLARE DISCRIMINATION IN EMPLOYMENT, HOUSING, AND PUBLIC ACCOMODATIONS UNLAWFUL; TO PROVIDE DEFINITIONS; TO PROVIDE FOR DISPUTE RESOLUTION; TO ESTABLISH PUNISHMENT FOR THE MUNICIPAL CODE VIOLATION OF UNLAWFUL DISCRIMINATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and City Council of the City of Pine Lake are charged with protection of the public health, safety, and welfare of the City of Pine Lake; and

WHEREAS, Federal and State law provide limited protection against discrimination on the basis of race, color, religion, sex, age, national origin, disability, or military status; and

WHEREAS, Federal and State law do not provide adequate protection against discrimination in employment, housing, and public accommodation based on an individual's perceived or actual sexual orientation, gender identity, familial status, or marital status; and

WHEREAS, O.C.G.A. § 36-35-3 grants municipalities the authority to adopt ordinances for which no provision has been made by general law and which are not inconsistent with the Constitution or the city's charter and the Mayor and City Council of the City of Pine Lake find it advisable and necessary to prohibit discrimination where the City's authority is not preempted by Federal or State law and the alleged discrimination is not subject to other remedies under Federal or State law; and

WHEREAS, in order to protect and promote the public health, safety, and welfare of the City, it is important for the for the City to ensure that all persons within the City have equal access to employment, housing, and public accommodations; and

WHEREAS, the Mayor and City Council of the City of Pine Lake specifically finds it advisable and necessary to prohibit businesses licensed or permitted by the City to conduct business within the corporate limits of the City from discriminating against employees, residents, and members of the public.

NOW THEREFORE, BE IT ORDAINED by the City of Pine Lake, as follows:

Section 1. Chapter 50 of the Code of Ordinances of the City of Pine Lake is amended by inserting therein a new Article IV titled "Unlawful Discrimination" which shall read as follows:

"ARTICLE IV. UNLAWFUL DISCRIMINATION

Section 50-200. Definitions.

For purposes of this Article, the following words, terms, and phrases shall have the meaning ascribed in this section, except where the context clearly indicates a different meaning:

Age means an individual's status as being forty years of age or older.

Business means any person or entity conducting business within the City, which is required to obtain a license or permit from the City. For purposes of this Article, no department of any government agency shall be considered to be a business (notwithstanding licensure by the City).

Complainant means an individual that files a complaint pursuant to this Article.

Discriminate, discrimination, or discriminatory means any act, policy, or practice that, regardless of intent, has the effect of subjecting any individual to differential treatment as a result of that individual's actual or perceived race, color, religion, sex, age, national origin, disability, military status, sexual orientation, gender identity, familial status, or marital status.

Employee means any individual employed by or seeking employment from any business within the City of Pine Lake. Employee does not include any individual employed by such individual's parents, spouse, or child.

Employer means a person or entity that employs one or more employees at a location within or to exert substantial efforts within the City of Pine Lake.

Familial status means an individual's past, current, or prospective status as a parent or legal guardian to a child or children below the age of eighteen (18) who may or may not reside with that individual.

Gender identity means the actual or perceived gender-related identity, expression, appearance, or mannerism, or other gender-related characteristics of an individual, regardless of the individual's designated sex at birth.

Marital status means an individual's past, current, or prospective status as single, married, divorced, widowed, domestically partnered, or in a civil union.

Mediator means a qualified neutral third party that will attempt to assist the complainant and the respondent(s) to arrive at a mutual agreement to resolve a complaint.

Military status means an individual's status as one who serves or served in the uniformed services, military, naval, or air service of the United States of America or any State thereof, and, if no longer serving, was discharged or released under conditions other than dishonorable.

National origin means an individual's place of origin or an individual's ancestors' place of origin.

Place of public accommodation means any place or establishment, either licensed or unlicensed, that supplies accommodations, goods, or services to the general public, or that solicits or accepts the patronage or trade of the general public, or that is supported directly or indirectly by government funds. The term does not include any private club, bona fide membership organization, or other establishment that is not in fact open to the public.

Religion means all aspects of religious belief, observance, and practice.

Religious organization means an entity that conducts regular worship services or is qualified by the Internal Revenue Service as a religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, and that is not required to file IRS Form 990, Return of Organization Exempt from Income Tax, under any circumstances.

Respondent means an individual, employer, business or place of public accommodation accused in a complaint of violating this article.

Sexual orientation means an individual's orientation as heterosexual, homosexual, bisexual, pansexual, or asexual.

Section 50-201. Unlawful Practices

- (a) It shall be an unlawful discriminatory practice for a business or employer, because of the race, color, religion, sex, age, national origin, disability, military status, sexual orientation, gender identity, familial status, or marital status of any individual or of any person with whom such individual associates, to refuse to hire or employ such individual or to bar or discharge such individual from employment or to otherwise discriminate against such individual in compensation, discipline, or in terms, conditions, or privileges of employment.
- (b) It shall be an unlawful discriminatory practice for a business or employer to discriminate against any individual in the terms, conditions, or privileges of sale or rental of real property, or in the provision of services or facilities in connection therewith, because of the race, color, religion, sex, age, national origin, disability, military status, sexual orientation, gender identity, familial status, or marital status of such individual or of any person with whom such individual associates.
- (c) It shall be an unlawful discriminatory practice for any business that is the owner, operator, or manager of any place of public accommodation, to refuse, deny, or make a distinction, directly or indirectly, in offering its goods, services, facilities, or accommodations to any individual because of the race, color, religion, sex, age, national origin, disability, military status, sexual orientation, gender identity, familial status, or marital status of such individual or of any person with whom such individual associates. Notwithstanding the foregoing, nothing in this ordinance shall be construed to prevent

any business from offering any additional benefit or discount to an individual because of such person's age or military status, or association with a person based on such individual's military status.

Section 50-202. Exclusions from Discriminatory Practices.

Notwithstanding the foregoing, the following are not discriminatory practices prohibited by Section 50-201 of this ordinance:

- (a) A religious organization that employs an individual of a particular religion to perform work connected with the performance of religious activities or observances.
- (b) An employer who observes the conditions of a collective bargaining agreement, bona fide affirmative action plan, or bona fide seniority system which is not a pretext to evade the purposes of this ordinance.
- (c) A business or employer is not required to hire or retain unqualified or incompetent personnel.
- (d) An employer may require an employee, during the employee's hours of work, to adhere to reasonable and equitable dress or grooming standards not prohibited by other provisions of Federal, State, or local law, provided that all employees are permitted to dress in a manner consistent with their gender identity and all employees are permitted to wear hairstyles reflective of their race, color, religion, or national origin.
- (e) A business or place of public accommodation may require patrons, contractors, and members of the general public to adhere to reasonable and equitable dress or grooming standards provided that all individuals are permitted to dress in a manner consistent with their gender identity and all individuals are permitted to wear hairstyles reflective of their race, color, religion, or national origin.
- (f) A business is not required to make changes to any existing facility that would require a building permit, except as otherwise required by law.
- (g) This ordinance does not prohibit a religious organization from limiting its non-commercial accommodations, advantages, facilities, membership, and privileges to individuals of the same religion.
- (h) This ordinance shall not be construed or enforced in such a way as to violate any person's rights under the United States Constitution or the Georgia Constitution.

Section 50-203. Enforcement.

- (a) Any individual who believes they have been aggrieved by an alleged violation of this article may file a complaint with the city clerk. Such complaint must include the full name of the complainant, contact information for the complainant, the identity and address of the alleged violator, the location of the alleged violation, a description of the actions alleged to constitute a violation of this article, and verification by the complainant under oath that the allegations of the complaint are true. Any complaint that does not meet these requirements shall be returned to the complainant.
- (b) A complaint must be filed within ninety (90) days of the alleged act of discrimination.
- (c) Within seven (7) business days of the filing of a proper complaint, the city clerk shall cause a copy of the complaint to be served on the respondent and the complainant along with notice of and instructions for participating a mediation program to resolve the complaint. For purposes of this section, service shall mean either personal service, or service by certified mail, return receipt requested.
- (d) Upon written request of the complainant or the respondent within thirty (30) days of service of the complaint and notice, the city clerk or his or her designee shall arrange for the services of a mediator to conduct nonbinding mediation between the complainant and the respondent. Such mediation services shall be paid by the city, up to a maximum of six (6) hours. The complainant and respondent may agree to obtain additional time with the mediator at their own cost, to be split equally or as otherwise agreed between them. The mediation shall be completed and the city clerk notified by the mediator of the result within thirty (30) days of referral to the mediator.
- (e) Although an answer is not mandatory, the respondent may file with the city clerk an answer to the complaint."

Section 2. The various clauses and subsections of this ordinance are intended to be severable. Should any of the provisions of this ordinance be deemed invalid by a court of competent jurisdiction, it is the intent of the City Council that the remaining provisions remain in full force and effect.

Section 3. All ordinances and portions of ordinances in conflict with the terms of this ordinance are hereby repealed as to the subject matter of this ordinance.

Section 4. This ordinance shall become effective upon its approval by the City Council, signature by the Mayor, and approval as to form by the City Attorney.

ADOPTED this ____ day of _____, 2020.

MAYOR AND CITY COUNCIL OF PINE LAKE, GEORGIA

Mayor Melanie Hammet

ATTEST:

Valerie Caldwell, City Clerk
(SEAL)

Approved as to Form:

Susan J. Moore, City Attorney

**STATE OF GEORGIA
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 2019, by and between the City of Pine Lake, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Pine Lake Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the rules, standards, and qualifications as set forth by the Department of Community Supervision (DCS), and any subsequent changes, thereto, and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
- E. Maintain individual files for each offender participating in PPSI's programs in accordance with DCS

Board Rule 105-2-.14. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.

- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services in accordance with O.C.G.A. §42-8-108 and DCS Board Rule 105-2-.13.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.14.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice in accordance with DCS Board Rule 105-2-.14 and 105-2-.15. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost in accordance with O.C.G.A. §42-8-102.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees pursuant to O.C.G.A. §17-14-8. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records in accordance with O.C.G.A. §42-8-109.2 and DCS Board Rule 105-2-.09.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.

- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.
- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107 and DCS Board Rule 105-2-.09.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1, O.C.G.A. §42-8-107, and DCS Board Rule 105-2-.10.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107, DCS Board Rule 105-2-.09, and DCS Board Rule 105-2-.12.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103 and §42-8-103.1.
- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of

probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PRETRIAL INTERVENTION AND DIVERSION PROGRAM

In accordance with O.C.G.A. §15-18-80, the prosecuting attorney of the Pine Lake Municipal Court is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the prosecuting attorney and with the advice and express written consent of the prosecuting attorney, which is now given, the City designates PPSI as the private entity to be used for the purpose of monitoring program participants' compliance with the Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the City, but by the program participants. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the prosecuting attorney.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of January, 2020, and shall continue with a specific expiration date of the 31st day of December, 2020, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than thirty (30) days prior to the current term's expiration, in accordance with O.C.G.A. §36-60-13. Said automatic renewals shall continue for a maximum period of four (4) years. Notwithstanding anything herein, this contract may be terminated by the City without cause upon giving a thirty (30) day written notice to PPSI of its intention to do so.

The City shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Pine Lake Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Dekalb County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years, in accordance with O.C.G.A. §42-8-108, DCS Board Rule 105-2-.14, and DCS Board Rule 105-2-.19.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

- | | |
|-------------------------------|-------------------------------|
| Workers' Compensation | - Statutory |
| Bodily Injury Liability | - \$ 100,000 each accident |
| | - \$ 500,000 each occurrence |
| General Liability | - \$1,000,000 each occurrence |
| Personal & Advertising Injury | - \$1,000,000 each occurrence |
| Professional Liability | - \$1,000,000 each occurrence |

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City: The City of Pine Lake
 P.O. Box 1325
 462 Clubhouse Drive
 Pine Lake, GA 30072

As to PPSI: Professional Probation Services, Inc.
 1770 Indian Trail Road, Suite 350
 Norcross, Georgia 30093
 Attn: John C. Cox, President

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

IN WITNESS, WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

THE CITY OF PINE LAKE

PROFESSIONAL PROBATION SERVICES, INC.

Melanie Hammet, Mayor

John C. Cox, President

APPROVED BY THE PINE LAKE MUNICIPAL COURT

L'Erin Barnes Wiggins, Chief Judge

Otanya Clarke, Solicitor




Specifications for Services

| | |
|---|--|
| Pay-Only Probation Supervision | \$40.00 per month The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court. |
| Basic Probation Supervision | \$40.00 per month |
| Intensive Probation Supervision | \$45.00 per month |
| Indigent Supervision | \$0.00 – As determined and ordered by the Court |
| Pre-Trial/Diversion Supervision | \$40.00 per month |
| Electronic Monitoring | <u>\$75.00 Installation Fee +</u> RF House Arrest: \$6.75 per day Active GPS: \$10.00 per day SCRAM – Remote Breath: \$7.25 per day SCRAM – with landline: \$10.00 per day SCRAM – Alcohol Monitoring with Cellular Connector: \$12.00 per day SCRAM – Alcohol Monitoring plus House Arrest: \$15.00 per day |
| Alternative GPS Monitoring with Victim Notification | Shepherd System Smart Phone Application \$4.50 - \$5.50 per day |
| On-Site, Multi-Panel Drug Screen | \$15.00 |
| On-Site Breath Alcohol Test | \$15.00 |
| On-Site ETG Test | \$25.00 |
| Hair Follicle Drug Test | \$75.00 |
| Laboratory Confirmation Test | \$25.00 |
| Termination Letter Administrative Fee | \$10.00 (If applicable) |
| Community Service Work Coordination | No Cost |
| Restitution Collection - Direct Disbursement to Victim | No Cost |
| Court and On-Line Access to the PPSI Offender Management Computer Program | No Cost |
| Transfer of Supervision | For 24/7 Internet Access to all Offender Data and Activity No Cost to any of our more than 40 locations nationwide |
| Resume and Interview Skills Development with Job Placement Assistance | No Cost |
| Indemnification of the Court, and Naming the Court as an Additional Insured | No Cost – Professional and General Liability |



MEMORANDUM

To: Mayor and Council

From: City Administrator 

Date: 01/10/2020

Subj: Special Purpose Local Option Sales Tax (SPLOST)

Background – On September 26, 2017, the municipalities within DeKalb County entered into an intergovernmental agreement for the distribution of proceeds from the 1% SPLOST. This is a six-year tax, running from 2018-2024. The city's anticipated revenue is projected to be \$653,189. The project list to be funded by SPLOST is attached.

The City began addressing the road maintenance component by engaging an engineering firm to assess the condition of the city's roads. A copy of their Road Pavement Evaluation Report attached.

With road resurfacing estimated at \$630,000 per mile in the Evaluation Report, not much other than pothole repair is possible until the balance builds. The City currently has \$188,143 in the SPLOST account. This amount includes a \$10,554 Local Maintenance Improvement Grant (LMIG) earmarked exclusively for road maintenance.

In the meantime Public Works continues to fill potholes wherever appropriate.

EXHIBIT A**Pine Lake City Projects to be Funded by SPLOST**

Six year tax--anticipated collection of \$653,189

Projects will be prioritized as funds are received with total expenditures per project not exceeding the following budgeted figures and non-transportation/non-public safety capital repair projects not to exceed 15% of total receipts.

| | |
|-----------|--|
| \$300,000 | Renovation/Expansion/Relocation of Public Safety and Courtroom Facilities |
| \$ 20,000 | Police Dash Cameras |
| \$ 70,000 | Renovation/Repairs of City Hall |
| \$ 5,000 | Restroom for Public Works Building |
| \$150,000 | Rebuild of Oak Road from Forrest Street to Spring Street |
| \$168,500 | Road/street repair and improvements including paving, curb resetting and storm water outlet repair and installation for all local surface streets, on a priority basis |
| \$ 45,000 | Police vehicle |
| \$ 7,000 | Public works enhanced gate repairs |

City of Pine Lake Road Pavement Evaluation Report

Budget Estimate, Annual Program.

At an estimated replacement cost of \$630,000 per mile, the city has an investment of \$1.4 million in its paved roadway network.

With an average pavement life of 40 years, a ballpark value for annual street maintenance can be determined by taking the total value of the roadway network and dividing it by the ultimate life of the roadway, giving us

$$\$1.4 \text{ million} / 40 \text{ years} = \$35,000 / \text{year}$$

Existing Rehabilitation Needs

Summary of Needs from evaluation on February, 2019. CPL evaluated the 2.2 miles of roadway within the city limits and made determinations of rehabilitation needs at about 50 locations.

The 50 locations are broadly categorized into 5 different types of repairs:

1. **Crack seal, edge mill, and moderate overlay** – When the road is structurally sound, this application provides a cosmetic thin overlay course (between 1 inch to 1-1/2 inches), after milling the outside six foot width to match bottom of curb.
2. **Local panel replacement of existing potholes** – Portland cement concrete patch with thick overlay course, in areas which are otherwise sound structurally (lack of alligator cracking in a section with a maximum dimension of six feet)
3. **Full width milling and thick overlay** -for segments with block cracking (longitudinal and transverse cracks no less than 18" apart) and spalling of top overlay courses only. These roads are still structurally sound in the base course.
4. **Full depth pavement restoration to base** -for segments with alligator cracking (cracking in a random pattern where cracks are less than 12" apart) over areas with dimensions greater than six feet and failures due to buckling from tree roots or other type of base failure.
5. **Utility trench / patch compaction failure (DWM)** -patch or trench repairs where improper compaction occurred of base material (soil) over the utility repair.

The city consists of 25 streets with discrete names. Rockbridge Road is a major collector that serves regional traffic and is the only corridor into the city. The other 24 roads are local streets.

For each type of pavement rehabilitation need and repair, a general unit price for repair is established and applied to the repair segment or point to establish an expected cost of repair and are provided in the following charts.

Priority of repair.

In order of magnitude, the needs that involve immediate pavement failure are the highest priority. Those would be the local panel failure (#2, potholes), full depth restoration to base (#4, alligator cracking and pavement buckling), and utility trench compaction failure (#5). The following locations are summarized with a cost per location / segment:

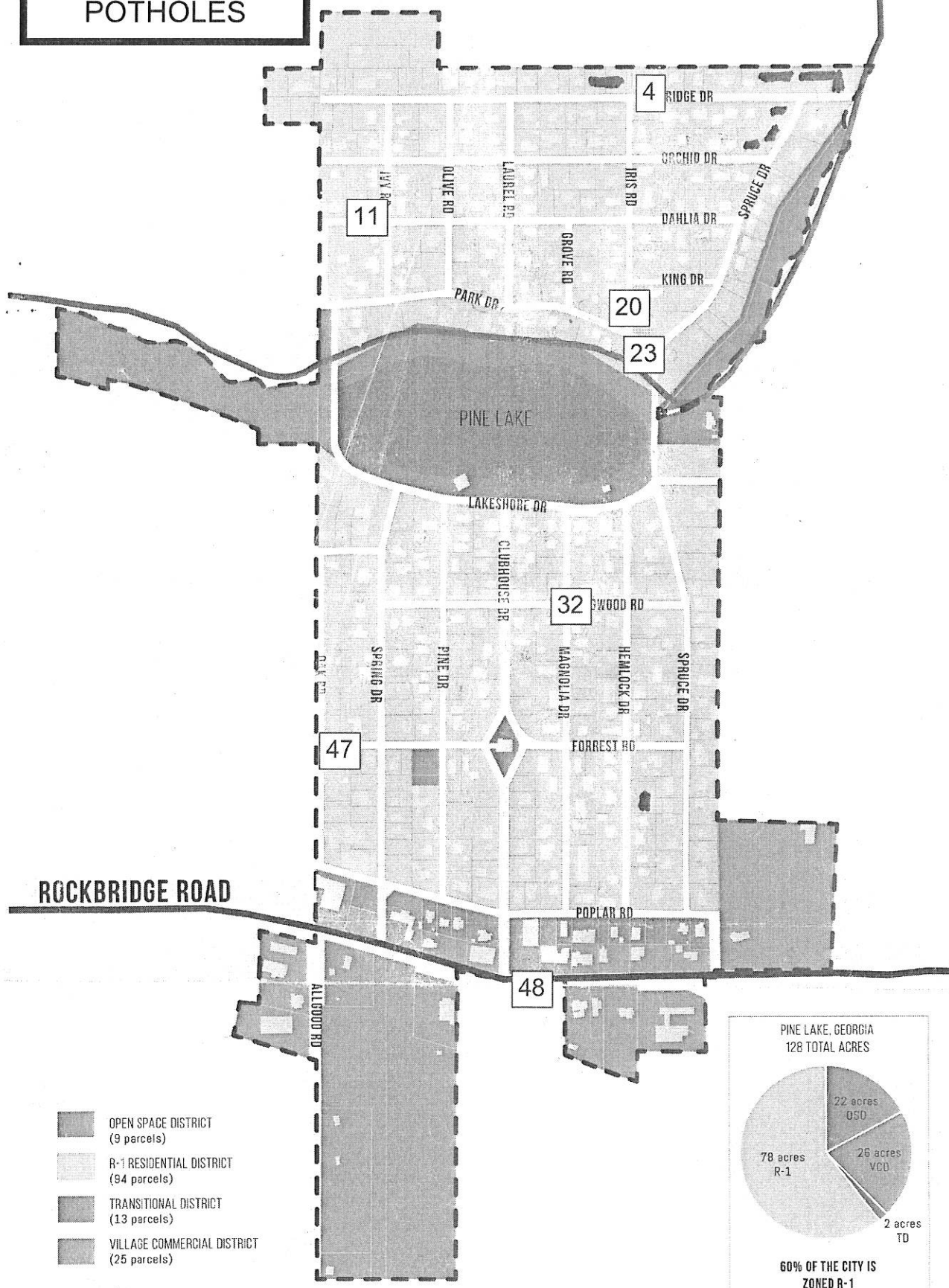
Rehabilitation Need Type #2, Local Panel Replacement (Potholes)

| location # | Street | Estimated Cost |
|-------------------|---------------|-----------------------|
| 4 | Ridge Rd | \$660 |
| 11 | Dahlia Dr | \$660 |
| 20 | Park Dr | \$660 |
| 23 | Park Dr | \$660 |
| 32 | Magnolia Dr | \$660 |
| 47 | Forrest Rd | \$660 |
| 48 | Rockbridge Rd | \$660 |
| | | \$4,620 |

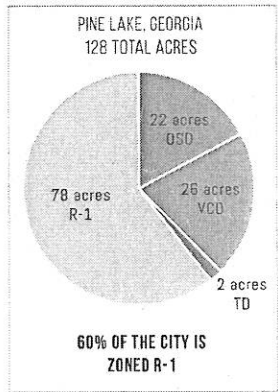
See attached map for location #'s

REHABILITATION NEED TYPE #2, POTHoles

THE CITY OF PINE LAKE, GEORGIA
PREPARED BY THE GEORGIA CONSERVANCY
AUGUST 2018



- OPEN SPACE DISTRICT
(9 parcels)
- R-1 RESIDENTIAL DISTRICT
(94 parcels)
- TRANSITIONAL DISTRICT
(13 parcels)
- VILLAGE COMMERCIAL DISTRICT
(25 parcels)



Rehabilitation Need Type #4, Full Depth Restoration to Base.

| location # | Street | Segment Length | Width | Area | Estimated Unit Cost | Estimated Cost |
|------------|---------------|----------------|-------|-------|---------------------|------------------|
| | | ft | ft | SY | | |
| 1 | Spruce Dr | 600 | 20 | 1,300 | \$50 | \$65,000 |
| 2 | Spruce Dr | see location 2 | | | | |
| 3 | Spruce Dr | 300 | 20 | 700 | \$50 | \$35,000 |
| 7 | Beaver Rd | 320 | 20 | 700 | \$50 | \$35,000 |
| 8 | Beaver Rd | see location 7 | | | | |
| 9 | Dahlia Dr | 50 | 20 | 100 | \$50 | \$5,000 |
| 15 | Dahlia Dr | 200 | 10 | 200 | \$50 | \$10,000 |
| 16 | Orchid Dr | 120 | 10 | 100 | \$50 | \$5,000 |
| 27 | Dogwood Rd | 60 | 10 | 100 | \$50 | \$5,000 |
| 30 | Magnolia Dr | 80 | 20 | 200 | \$50 | \$10,000 |
| 38 | Pine Dr | 60 | 20 | 100 | \$50 | \$5,000 |
| 42 | Spring Dr | 60 | 20 | 100 | \$50 | \$5,000 |
| 49 | Rockbridge Rd | 1000 | 40 | 4,400 | \$50 | \$220,000 |
| | | | | | | \$400,000 |

These repairs involve segments of the road, quantified in the table as an area of repair, and do not involve the entire corridor, or in some cases the entire width of the road.

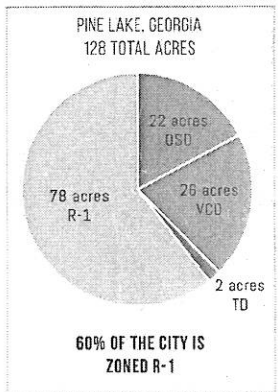
See attached map for location #'s

**REHABILITATION
NEED TYPE #4,
FULL DEPTH
RESTORATION TO
BASE**

THE CITY OF PINE LAKE, GEORGIA
PREPARED BY THE GEORGIA CONSERVANCY
AUGUST 2018



- OPEN SPACE DISTRICT
(9 parcels)
- R-1 RESIDENTIAL DISTRICT
(94 parcels)
- TRANSITIONAL DISTRICT
(13 parcels)
- VILLAGE COMMERCIAL DISTRICT
(25 parcels)



Rehabilitation Need Type #5, Utility Trench Compaction Failure.

| Location # | Street | Estimated Cost |
|-------------------|---------------|-----------------------|
| 5 | Ridge Rd | \$660 |
| 6 | Ivy Rd | \$660 |
| 28 | Hemlock Dr | \$660 |
| 37 | Pine Dr | \$660 |

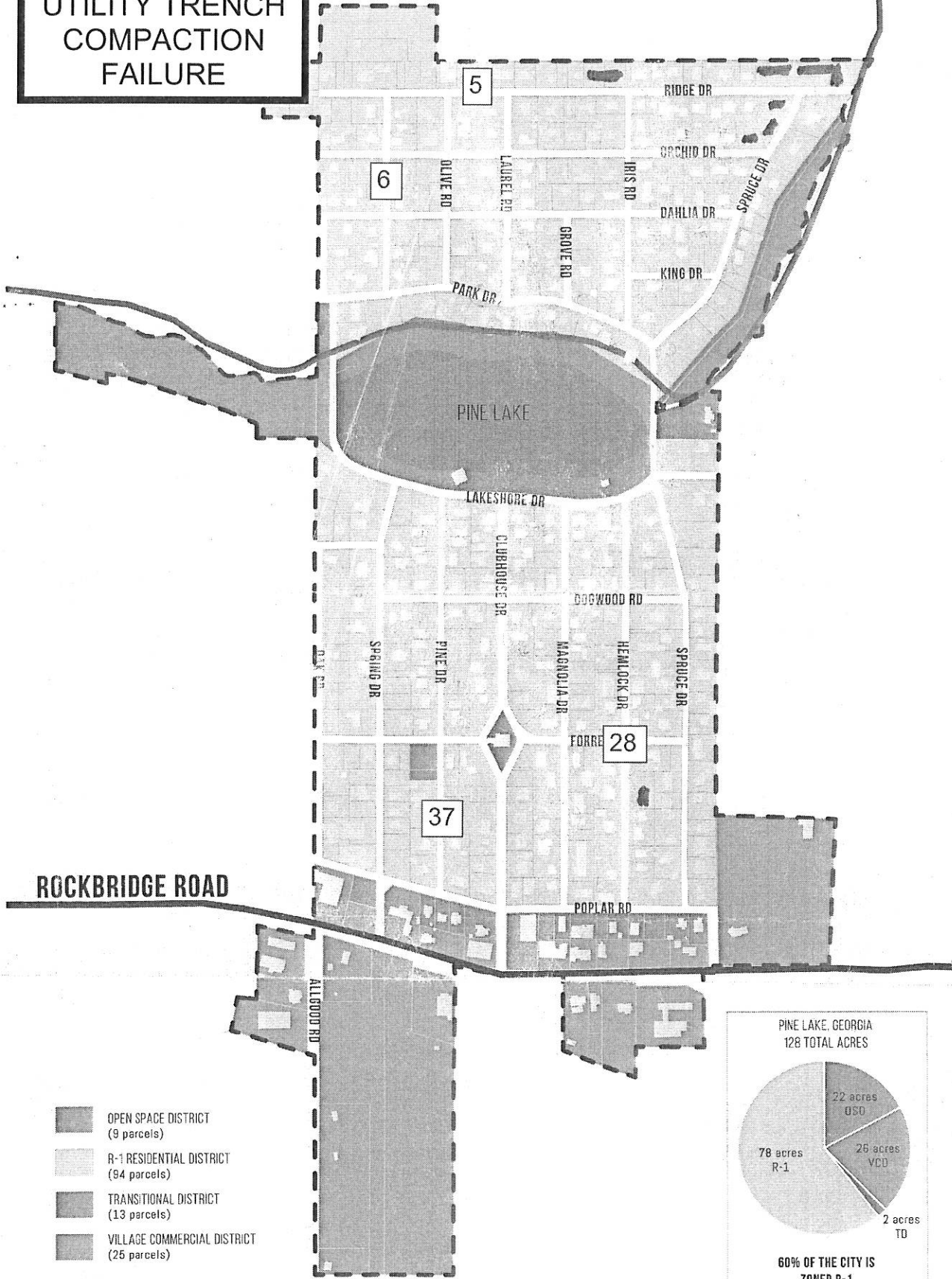
This repair type is the same repair type as #2, but is segregated from type #2 because they have a different cause of failure. They involve the failure of utilities that performed the work to compact the base material properly, leading to the differential settlement of the pavement courses. These particular locations are repaired in the same way as the type #2 rehabilitation needs, but the utilities themselves should be summoned to return and correct the original patch work.

See attached map for location #'s

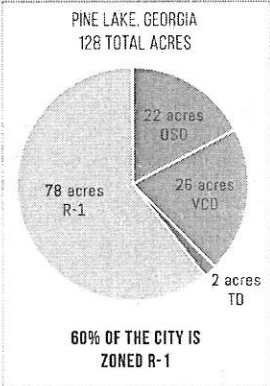
THE CITY OF PINE LAKE, GEORGIA

PREPARED BY THE GEORGIA CONSERVANCY
AUGUST 2018

**REHABILITATION
NEED TYPE #5,
UTILITY TRENCH
COMPACTION
FAILURE**



- OPEN SPACE DISTRICT
(9 parcels)
- R-1 RESIDENTIAL DISTRICT
(94 parcels)
- TRANSITIONAL DISTRICT
(13 parcels)
- VILLAGE COMMERCIAL DISTRICT
(25 parcels)



For rehabilitation needs #1 and #3, their repair would involve a resurfacing effort that would encompass the entire corridor of the road and could be scheduled in an annual plan using the \$35,000 per year budget estimate. The needs identified under these two categories involve roads that are structurally sound currently, but could be maintained with resurfacing and crack sealing to hold off failures that start to occur at the 40% point of a road's life cycle under normal wear and loading.

Rehabilitation Need Type #3, Full Width Milling and Thick Overlay

| Street | Location # |
|---------------|------------|
| Dahlia Dr | 10,12,13 |
| Orchid Dr | 17,18 |
| Park Dr | 19 |
| King Dr | 21 |
| Iris Dr | 22 |
| Park Dr | 25 |
| Magnolia Dr | 31,33 |
| Clubhouse Dr | 34,35,36 |
| Pine Dr | 40 |
| Spring Dr | 41,43 |
| Dogwood Rd | 44 |
| Oak Dr | 45 |
| Oak Rd | 46 |
| Rockbridge Rd | 50 |

Rehabilitation Need Type #1, Crack seal and Moderate Overlay

| Street | Location # |
|--------------|------------|
| Hemlock Dr | 26,29 |
| Beaver Rd | x |
| Forrest Rd | x |
| Grove Rd | x |
| Ivy Rd | x |
| Lakeshore Dr | x |
| Laurel Rd | x |
| Olive Rd | x |
| Poplar Rd | x |
| Ridge Dr | x |
| Spruce Dr | x |
| Willow Rd | x |

APPENDIX OF PHOTOGRAPHS, BASED ON LOCATION