



CITY OF PINE LAKE, GEORGIA  
REGULAR MEETING AGENDA  
DECEMBER 17TH, 2024 @ 6:00PM  
PINE LAKE COURTHOUSE  
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 – REGULAR MEETING**

**ANNOUNCEMENTS/COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**PUBLIC COMMENTS – 3 minutes each please**

**ADOPTION OF THE MINUTES**

- Regular Meeting - November 26, 2024
- Work Session - December 10, 2024

**PUBLIC HEARING**

1. FY2025 Budget - Adoption

**NEW BUSINESS**

FÈ Appointment of Mr. Stanley Hawthorne - City Manager

GÈ Appointment of Mr. Chris Balch - City Attorney

HÈ Appointment of Ms. Ansley Sluss - Public Defender

I È Contractual Agreement with Professional Probation Services

Í È U) ^È [ ] @Ùcc} • ã } Á -C Contractual Agreement with Special Projects Manager Bernard Kendrick

Î È PTSD Insurance for Police Officers - GMA/ACCG Sponsored Program

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Ì È Acceptance of Withdrawal - Awarded-Contract, Oak Road

JÈ Adoption of the 2025 City Council Meeting Calendar

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FFÈ Approval of Lease and Maintenance Agreement - Copier/Scanner - City Hall and Police Department

**PUBLIC COMMENTS – 3 minutes each please**

**REPORTS AND OTHER BUSINESS**

**Reports/Comments**

- d. Mayor
- e. City Council

**Information for “The Pine Lake News” eblast.**

**ADJOURNMENT**

**MAYOR**

Brandy Hall

**COUNCIL MEMBERS**

Jean Bordeaux, Mayor pro tem

Jeff Goldberg

Tom Ramsey

Thomas Torrent

Augusta Woods

CITY OF PINE LAKE

425 ALLGOOD ROAD

P.O. BOX 1325

PINE LAKE, GA 30072

404-999-4901

[www.pinelakega.net](http://www.pinelakega.net)

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Call to Order:** Mayor Pro Tem Jean Bordeaux called the Work Session to order at 6:00pm.

Present: Mayor Pro Tem Bordeaux, Council Member Jeff Goldberg, Council Member Thomas Torrent, Council Member Tom Ramsey, and Council Member Augusta Woods. Also present were Interim City Manager Billy Beckett, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Public Works Special Projects Manager Bernard Kendrick, and Assistant City Clerk Ned Dagenhard. Mayor Brandy Hall was not in attendance.

**Announcements/Communications**

Council Member Goldberg complimented the completed renovation of the Pine Lake Courthouse, personally thanking Special Projects Manager Bernard Kendrick. Mr. Goldberg referred to the renovated space as, "really something special," to which all members of City Council nodded in agreement.

**Adoption of the Agenda of the Day**

Council Member Woods moved to amend the Agenda of the Day to include the addition of Old Business Item 1, GMA Contract- Educational Services - Adoption; Council Member Ramsey seconded.

Council Member Torrent moved to amend the Agenda of the Day to include the addition of New Business Item 6, Rescheduling of December 31<sup>st</sup> Regular Meeting.

No discussion took place.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Adoption of the Minutes**

- **October 25<sup>th</sup>, 2024 – City Council Fall Retreat**

Council Member Torrent moved to adopt the Minutes from the October 25<sup>th</sup> City Council Fall Retreat; Council Member Ramsey seconded.

Council Member Ramsey asked that the supplemental report authored by the Georgia Municipal Association be redacted, citing some inaccuracies.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

- **October 29<sup>th</sup>, 2024 – Regular Meeting**

Council Member Ramsey moved to adopt the Minutes from the October 29<sup>th</sup> Regular Meeting; Council Member Torrent seconded.

No discussion took place.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

- **November 12<sup>th</sup>, 2024 – Work Session**

Council Member Torrent moved to adopt the Minutes from the November 12<sup>th</sup> Work Session; Council Member Ramsey seconded.

No discussion took place.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Old Business**

**1. GMA Contract – Educational Services**

Council Member Torrent moved to approve the contract with GMA for providing educational services at the October 25<sup>th</sup> City Council Fall Retreat; Council Member Woods seconded.

Interim City Manager Beckett stated that approval of the contract is simply agreement over the terms of service and cleared the way for payment of associated fees. City Attorney Susan Moore referred to the document as “boiler plate,” echoing recommendation for approval.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

**New Business**

**1. Swearing-in Ceremony – Police Administrative Officer – Danette Washington**

Mayor Pro Tem facilitated the swearing-in ceremony for Officer Danette Washington. Officer Washington recited her oath of office, and was formally welcomed by the Mayor Pro Tem.

No discussion took place.

No action was taken by City Council.

**2. Presentation of FY2023 Audit Report - James Whitaker, P.C.**

James Whitaker—the City’s Auditor—presented the audit report of the 2023 fiscal year.

The entire FY2023 Audit Report is available on the City of Pine Lake website (see: City Government > Finance).

No discussion took place.

No action was taken by City Council.

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**3. FY2025 Budget - Overview Presentation - City Manager Beckett**

Interim City Manager Billy Beckett presented an overview of the FY2025 Budget to City Council.

A general narrative and full FY2025 Budget document are available on the City of Pine Lake website (see: City Government > Finance).

No discussion took place.

No action was taken by City Council.

**4. Contract Submittal Process - City Attorney Moore**

City Attorney Susan Moore summarized the contract process—from generation through adoption—for City Council.

No discussion took place.

No action was taken by City Council.

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**5. Capital Projects - Update - Special Projects Manager Kendrick**

**a. Courthouse Renovation**

**b. Pedestrian Bridges**

**c. Wetlands Maintenance**

Special Projects Manager Bernard Kendrick provided City Council with an update of (3) ongoing capital improvement projects with the City of Pine Lake.

In addition to cosmetic improvements, the Courthouse Renovation included repairs to the roof, electrical system, and HVAC system.

Mr. Kendrick stated that the Pedestrian Bridge project was projected to begin in December, with an estimated construction timeline of 2-3 months.

Mr. Kendrick added that vegetation management in the Eastern and Western Wetlands was ongoing, with the clearing of the Western Wetlands near completion.

No discussion took place.

No action was taken by City Council.

**6. Rescheduling of December 31<sup>st</sup> Regular Meeting**

Council Member Ramsey moved to reschedule the December 31<sup>st</sup> Regular Meeting to December 17<sup>th</sup>, in conjunction with the tentative adoption date of the FY2025 Budget; Council Member Goldberg seconded.

No discussion took place.

Mayor Pro Tem Bordeaux called for a vote.

All members voted in favor, and the motion carried.

**CITY OF PINE LAKE  
REGULAR MEETING MINUTES  
November 26<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Reports and Other Business**

Council Member Goldberg asked that the issue of assessment for multifamily residential properties be revisited.

**Adjournment**

Council Member Goldberg moved for adjournment at 8:44pm.

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Ned Dagenhard  
City Clerk or Delegate

DRAFT

**CITY OF PINE LAKE  
WORK SESSION MINUTES  
December 10<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Call to Order:** Mayor Hall called the Work Session to order at 6:00pm.

Present: Mayor Brandy Hall, Mayor pro tem Bordeaux, Council Member Jeff Goldberg, Council Member Thomas Torrent, Council Member Tom Ramsey, and Council Member Augusta Woods. Also present were Interim City Manager Billy Beckett, Chief of Police Sarai Y'hudah-Green, City Attorney Susan Moore, Public Works Special Projects Manager Bernard Kendrick, and Assistant City Clerk Ned Dagenhard.

**Announcements/Communications**

Mayor Hall thanked Special Projects Manager Bernard Kendrick for his work in administering the Courthouse Renovation project.

The Mayor continued that she and Council Member Goldberg had attended a meeting with the DeKalb Municipal Association, and expressed gratitude toward exiting-DMA President, Bill Floyd.

Finally, Mayor Hall welcomed to the meeting the finalist-candidate for City Manager, Mr. Stanley Hawthorne.

Council Member Goldberg informed City Council and attendees of a town hall Commissioner Ted Terry would be facilitating on December 11<sup>th</sup>, for the purpose of discussing a proposed increase in water utility fees.

**Adoption of the Agenda of the Day**

Mayor pro tem Bordeaux moved to adopt the Agenda of the Day; Council Member Ramsey seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.



**CITY OF PINE LAKE  
WORK SESSION MINUTES  
December 10<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**Public Hearing**

**1. Proposed FY2025 Budget**

Mayor Hall opened the public hearing at 6:02pm.

The public hearing took place.

Interim City Manager Beckett notified City Council that he had engaged in a meeting with Finance Director Danny Lamonte and Mayor pro tem Bordeaux to discuss the City's financial commitments and the upcoming ARPA fund-allocation deadline. In the context of that meeting, Mr. Beckett stated that it was his recommendation that City Council adopt the FY2025 Budget as-is, and address any policy incongruencies with the new City Manager through a budget resolution/amendment at the start of the fiscal year.

Mayor Hall thanked Mr. Beckett, and cited the administrative leadership transition as necessitating added diligence on the part of the Interim City Manager.

Seeing no further requests for comment, Mayor Hall closed the public hearing at 6:08pm.

**CITY OF PINE LAKE  
WORK SESSION MINUTES  
December 10<sup>th</sup>, 2024 at 6:00 PM  
Pine Lake Courthouse  
459 Pine Drive, Pine Lake, GA**

**New Business**

**1. Introduction and Discussion – The Hiring of the Recommended Finalist for the Position of City Manager for Pine Lake**

- **Employment shall be subject to completion of mutually-acceptable contract terms and conditions**

Mayor Hall invited Mr. Stanley Hawthorne to introduce himself and field questions from City Council.

Interim City Manager Billy Beckett recommended City Council authorize Mayor Hall to complete a final contract negotiation with Mr. Hawthorne.

Council Member Ramsey moved for the aforementioned authorization; Council Member Woods seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motioned carried.

**2. Proposed Appointment of Judge Ad Hoc Tracey Morgan**

Mayor pro tem Bordeaux moved to appoint Judge ad hoc Tracey Moran; Council Member Goldberg seconded.

No discussion took place.

Mayor Hall called for a vote.

All members voted in favor, and the motion carried.

**Reports and Other Business**

**Public Safety – Chief Sarai Y’hudah-Green**

The supplemental report presented is available to the public upon request. Please contact Asst. City Clerk Ned Dagenhard at (404) 999-4901 or [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) for more information.

**CITY OF PINE LAKE  
WORK SESSION MINUTES  
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**Public Works – Special Projects Manager Bernard Kendrick**

The supplemental report presented is available to the public upon request. Please contact Asst. City Clerk Ned Dagenhard at (404) 999-4901 or [neddagenhard@pinelakega.net](mailto:neddagenhard@pinelakega.net) for more information.

**Mayor**

Mayor Hall thanked Mr. Kendrick again, and commended P.L.A.I.N. for their collaboration in the annual “Lighting of the Lake” event.

**City Council**

Mayor pro tem Bordeaux echoed the Mayor’s gratitude to members of P.L.A.I.N., specifically thanking Ms. Tracey Brantley, who has repeatedly assisted with this event in particular.

Council Member Ramsey expressed a desire to check-in on two policies adopted in 2024: the collaboration with P.L.A.I.N. in scheduling resident-use of the recreational facilities; and the Short-term Rental Ordinance.

Council Member Goldberg proposed monthly town-hall events with a rotating panel of Council Members.

**Adjournment**

Council Member Ramsey moved for adjournment at 7:06pm.

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Ned Dagenhard  
City Clerk or Delegate

## **AGREEMENT FOR PROFESSIONAL SERVICES FOR CITY MANAGER**

**THIS AGREEMENT** ("Agreement") is entered into this 17th day of December, 2024 by and between the City of Pine Lake, Georgia ("City") for the professional services and employment of Stanley Hawthorne, ("Hawthorne"). The Mayor intends to appoint Stanley Hawthorne as City Manager ("City Manager") subject to confirmation by the City Council. In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

### **SECTION I. APPOINTMENT AND EFFECTIVE DATE**

Pursuant to appointment by the Mayor and confirmation by the City Council, the City intends to appoint Hawthorne to exercise the duties and responsibilities of the office of City Manager of the City of Pine Lake in accordance with the general laws of the State of Georgia, the City Charter, and the Code of Ordinances of the City of Pine Lake ("City Code"). This Agreement shall become effective on January 1, 2025 ("Effective Date"), and all powers, duties, and rights of the City Manager under the law and under the Agreement shall be deemed to be in effect beginning on the Effective Date. This Agreement shall renew annually for a one year period on January 1 of each year unless either party provides written notice of termination at least sixty (60) days prior to such renewal. In the event the notice of nonrenewal is given, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless City Manager voluntarily resigns or City Manager is terminated. The contract shall terminate absolutely and without further obligation on the part of the City at the close of the calendar in which it was executed and at the close of each succeeding calendar year.

### **SECTION 2. CITY MANAGER'S DUTIES**

The City Manager shall exercise the responsibilities assigned to a City Manager under the general law of the State of Georgia and in the City Charter and shall do so in accordance with this Agreement. The City Manager shall also perform other legally permissible and proper duties and functions as the Mayor or City Council shall from time to time assign and shall coordinate work with all city staff and contractors, during the term of their engagement with the City.

### **SECTION 3. PART TIME WORK**

During the term of this Agreement, the City Manager shall work exclusively for the City for 40 hours per week with at least 30 hours per week being on site at the City. The City Manager shall be diligent in the performance of his duties at all times and shall be reasonably available to the Mayor, the City Council members and to City personnel. The City Manager shall comply with the City's practices on procurement and conduct (as reflected in City policies as may be amended from time to time). The City Manager acknowledges that much flexibility is required in this position, as there are meetings outside regular business hours that will also require his presence.

## **SECTION 4. PAYMENT AND BENEFITS**

The compensation for the City Manager shall be \$110,000 per year payable in installments at the same time that the other employees of the City are paid via direct deposit. The City Manager's compensation shall be subject to the ordinary and customary withholdings of full-time employees of the City. The City Manager is eligible for any employee benefits including workers' compensation coverage, health, retirement, or paid time off in accordance with existing City plans and policies. Upon commencing employment, the City Manager shall be credited with a personal (vacation) leave bank of 20 days and a sick leave bank of 10 days, and he shall accrue personal leave and sick leave in accordance with city policies at the same rate as an employee who has worked for the city for 15 years. As a salaried employee exempt from overtime, the City Manager shall not be eligible to receive or accrue compensatory time. In the event that the City Manager's employment is terminated involuntarily, except for any act that violates the City's ethics rules or would constitute criminal conduct, the City Manager shall receive all accrued, unused personal and sick leave plus severance for a total payout of 16 weeks/640 hours of salary. If City Manager resigns, he shall receive all accrued, unused personal and sick leave in accordance with the policies applicable to other city employees. If City Manager is terminated by the City for any act that violates the City's ethics rules or would constitute criminal conduct, the City Manager shall forfeit all accrued, unused personal and sick leave

For performing work remotely, the City may supply the City Manager with a computer which shall remain the property of the City, be returned immediately upon termination of this Agreement and not be used for other purposes. For remote work the City Manager shall provide his own secure Internet access.

## **SECTION 5: PROFESSIONAL EXPENSES**

A. The City agrees to budget for and to pay for professional dues and subscriptions of the City Manager necessary for City Manager's continued professional participation, growth, and advancement, and for the good of the City. These include the payment of dues for membership in ICMA and GCCMA and maintenance of Notary Public certification, as budgeted.

B. The City agrees to budget for and to pay for reasonable travel and subsistence expenses of City Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of City Manager and to attend necessary official functions for the City, to include, but not be limited to, attendance at the GCCMA Spring and Fall Conference, as budgeted.

## **SECTION 6. PROPRIETARY INFORMATION**

The City Manager acknowledges that he may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, which is generally understood among members of the International City-County Management Association ("ICMA") to constitute proprietary information, as well as information with respect to which the City Manager has an obligation to maintain confidentiality including, without limitation,

matters discussed in executive sessions/closed meetings and matters required to be kept confidential pursuant to City contracts (collectively referred to herein as “Proprietary Information”). The City Manager 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 the City Manager under this section shall survive the termination of this Agreement.

## **SECTION 7. INDEMNIFICATION AND LIABILITY COVERAGE**

To the extent authorized by Georgia law, the City shall indemnify and hold harmless the City Manager from any and all liability, costs, damages, judgments and claims for property damage and personal injury (including death), and attorney fees and court costs, where such claims arise out of, in connection with or result from the City Manager’s actions within the scope of this Agreement and his official duties taken on behalf of the City. The indemnity provisions shall survive the termination of this Agreement and will only apply to occurrences during the term of this Agreement. Indemnification and liability coverage for the City Manager do not apply to acts done with actual malice or to actions outside the scope of duty as City Manager for the City.

## **SECTION 8. 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 9. 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 10. 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.

## **SECTION 11. GENERAL PROVISIONS**

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any

prior discussions or representations by or between the parties are merged into and superseded by this Agreement. The parties by mutual written agreement, signed by both parties, may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

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

**CITY OF PINE LAKE, GEORGIA**

By: \_\_\_\_\_  
Brandy Hall, Mayor

Date of Execution: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**CITY MANAGER**

By: \_\_\_\_\_  
Stanley Hawthorne

Date of Execution: \_\_\_\_\_



BALCH LAW GROUP

December 12, 2024

**VIA EMAIL ONLY**

Brandy Hall  
Mayor, City of Pine Lake  
P.O. Box 1325  
Pine Lake, GA 30072

Christopher D. Balch  
830 Glenwood Ave. SE  
Suite 510-220  
404.202.5934  
chris@balchlawgroup.com  
www.balchlawgroup.com

Re: Engagement Letter  
Client: City of Pine Lake  
City Attorney Services

Dear Mayor Hall:

This correspondence will serve to confirm that the you seek to appoint this firm to provide services as City Attorney. We understand this appointment is subject to confirmation by your City Council. We look forward to the opportunity of working with you.

Representation is provided under the following terms and conditions:

1. You seek to have this firm represent the City of Pine Lake as City Attorney as defined in the City's Charter. We accept this assignment. We have performed a conflict check and the firm has represented the City in the past. No conflicts appear to exist.
2. This matter will be handled on a hourly fee basis. No retainer will be required to begin this work.
3. The rate charged will be \$200 per hour for all attorneys, and \$150 per hour for paralegals. There is no charge for clerical assistance. We will charge for the time we spend performing services related to this engagement to the nearest 1/10<sup>th</sup> hour. This Hourly Rate will be charged for any and all work performed for the City of Pine Lake, whether assigned by the City Manager, requested by a department head, or assigned by a member of the Governing Body.
4. Our representation is governed by this agreement and the Georgia Professional Responsibility Code ("the Code"), which defines the duties and obligations of



# THE BALCH LAW GROUP

Re: Engagement Letter

December 16, 2024

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lawyers to their clients. In the event of a conflict between this Agreement and the Code, the Code will apply first.

5. At times, specialist counsel may be required, and we will advise you of our recommendation for that additional counsel. Those counsel will have their own billing practices and hourly rates which the City will have to approve for the specialist work to be accomplished. If the Governing Body disagrees with a recommended outside specialist counsel, we will make a different recommendation or discuss the objections with the Governing Body in order to reach an accord on the counsel selected.
6. The City will also be responsible for any appearances in Court or before any administrative body, the time spent preparing for Court, including witness or document preparation, and other reasonable and necessary time spent on this matter and arising from this investigation. Such Court Appearances will also be billed at the same hourly rate as identified above.
7. The Client is responsible for the reasonable and ordinary expenses of the representation, and which may include copy costs, travel expenses, and other out of pocket expenses incurred. Any expense in excess of \$250 will be cleared with client before being incurred, to the extent reasonable and possible.
8. We render statements for fees and expenses on a monthly basis, itemizing the services performed and the expenses incurred. Payment of each statement is due when received. If statements are not paid promptly, the Client agrees that we may withdraw as Counsel in this or any other matter in which we are acting for the City. Any delay or decision to continue performance under this Engagement does not waive our right and ability to withdraw as Counsel in the future.
9. The Client, through its designated representatives, at all times retains absolute control and decision-making authority over the engagement.
10. The Client, through its designated representatives retains the right to discharge counsel at any time for any reason. The City shall immediately pay any outstanding invoice and any submitted invoice for billed but un-invoiced time at the time of the discharge of counsel.
11. This engagement agreement reflects the terms under which we will provide services in connection with this agreement. We must receive a signed counterpart to this Agreement to proceed with this representation.

**THE BALCH LAW GROUP**

Re: Engagement Letter

December 16, 2024

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12. At the conclusion of this representation, we will retain your files for a period of 6 years after the termination of the representation. At the expiration of the 5-year period, we will destroy these files unless you notify us in writing that you wish to take possession of them.

13. This engagement letter constitutes the entire agreement between the parties. No other representations or warranties are made. It may be modified only by a written document signed by both the firm and the Clients.

You will be entitled to regular updates on the status of the matter. In addition, the firm will respond to inquiries within a reasonable time.

We appreciate your trust and confidence in retaining the Balch Law Group for this representation. Please let me know if there are any questions or concerns.

Sincerely yours,

**THE BALCH LAW GROUP**

Christopher D. Balch

Accepted:

\_\_\_\_\_  
Brandy Hall, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



# Memo

**DATE:** December 13, 2024

**TO:** Mayor and City Council

**FROM:** Ned Dagenhard

**RE:** Recommendation for Public Defender, Pine Lake Municipal Court

Please see the following biography submitted by Ms. Ansley Sluss, Esq. The Pine Lake Administration Department is recommending Attorney Sluss for appointment as *Public Defender* for Pine Lake Municipal Court, at a rate of \$300/month (one session monthly, or every-other court session).

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“Named a Rising Star with Super Lawyers for 2019, 2020, 2021, 2022, & 2023, J. Ansley Sluss has dedicated her life to making her community better for the under-served populations in Georgia.

Ansley currently works in Gwinnett County State, Recorder's and Magistrate Court providing representation for indigent clients in misdemeanor criminal and traffic matters. Born locally in Roswell, Ansley provides a holistic approach to representation, and does not hesitate to use her extensive network of professionals, community service providers, and experts to obtain solutions for her clients.

Ansley graduated with high honors from the Georgia Institute of Technology in 2008 with a degree in International Affairs and Modern Languages. She learned Spanish when living as an exchange student at La Pontificia Universidad Católica de Chile in Santiago, Chile. Thereafter, Ansley worked at a local free clinic, [Community Advanced Practice Nurses](#), where she provided case management assistance to clients, most commonly homeless women and children, as well as development and administrative support. This experience led to her eagerness to pursue a law degree and, later, cultivate her own law practice defending the under-served.

Ansley began practicing law in 2013, just after graduating cum laude with her Juris Doctor from Georgia State University College of Law. While in law school, Ansley interned at both [Catholic Charities](#) and [The Latin American Association](#) assisting immigrants pursue legal status through family and humanitarian visa petitions.



Shortly after passing the Georgia bar, Ansley practiced employment law with a Fortune 500 company by assisting in compliance and investigations with the EEOC. In 2016, Ansley launched her firm, Sluss Law LLC, with a non-profit incubator, [Lawyers for Equal Justice](#), which helped train Ansley in utilizing technology to streamline client service and run her firm partially devoted to low-bono representation.

She has supported the community through service on various non-profit and legal organizations in the metro area. Ansley focuses her practice in Gwinnett County through appointed work for indigent defense. There, she is involved in an effort to provide greater inmate support to process and release those with very minor offenses and to obtain identity documents to enable folks to secure work upon release. She most recently has served as Secretary of the Georgia Tech Bar Association and provided criminal record reviews with [Georgia Justice Project](#) and [Middle Georgia Justice](#). She has formerly served as Co-Chair of the Service Council and member of the Advisory Board of [Atlanta Legal Aid Society](#); led committees, affinity groups and structured Leadership Training with the [Georgia Association for Women Lawyers](#); and, served as a Board Member with the [Stonewall Bar Association of Georgia](#).

In her spare time, Ansley enjoys listening to podcasts, reading frivolous novels, and walking with her husband and dogs.”

*-Ansley Sluss, esq.*

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Thank you,  
Ned Dagenhard  
Asst. City Clerk

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**CONTRACT FOR PROBATION SUPERVISION  
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 1<sup>st</sup> day of January, 2025, and shall continue with a specific expiration date of the 31<sup>st</sup> day of December, 2025, which shall be the anniversary date of this contract. The contract shall automatically renew for specific one-year terms on January 1<sup>st</sup> 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 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. The contract shall absolutely terminate on December 31, 2029. Notwithstanding anything herein, either party may terminate this Contract upon thirty (30) days written notice. The City may terminate this Contract immediately for cause, including without limitation material breach of this Contract, insolvency of PPSI, or a filing of a voluntary or involuntary case in bankruptcy.

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.  
   327 South Hill Street, Building A  
   Buford, GA 30518  
   Attn: Keith Ward, CEO

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.**

\_\_\_\_\_  
Brandy Hall, Mayor

  
\_\_\_\_\_  
Keith Ward, CEO

**APPROVED BY THE PINE LAKE MUNICIPAL COURT**

\_\_\_\_\_  
L'Erin Barnes Wiggins, Chief Judge

\_\_\_\_\_  
Otanya Clarke, Solicitor



## Specifications for Services

<b>Pay-Only Probation Supervision</b>	<b>\$45.00 per month</b>  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.
<b>Basic Probation Supervision</b>	<b>\$45.00 per month</b>
<b>Intensive Probation Supervision</b>	<b>\$50.00 per month</b>
<b>Indigent Supervision</b>	<b>\$0.00</b> – As determined and ordered by the Court
<b>Pre-Trial/Diversion Supervision</b>	<b>\$45.00 per month</b>
<b>Electronic Monitoring</b>	<b><u>\$75.00 Installation Fee +</u></b>  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
<b>Alternative GPS Monitoring with Victim Notification</b>	<b>Talitrix System (or similar) Smart Phone Application</b> <b>\$4.50 - \$5.50 per day</b>
<b>On-Site, Multi-Panel Drug Screen</b>	<b>\$15.00</b>
<b>On-Site Breath Alcohol Test</b>	<b>\$15.00</b>
<b>On-Site ETG Test</b>	<b>\$25.00</b>
<b>Hair Follicle Drug Test</b>	<b>\$75.00</b>
<b>Laboratory Confirmation Test</b>	<b>\$25.00</b>
<b>Termination Letter Administrative Fee</b>	<b>\$10.00 (If applicable)</b>
<b>Community Service Work Coordination</b>	<b>No Cost</b>
<b>Restitution Collection - Direct Disbursement to Victim</b>	<b>No Cost</b>
<b>Court and On-Line Access to the PPSI Offender Management Computer Program</b>	<b>No Cost</b>
<b>Transfer of Supervision</b>	<b>For 24/7 Internet Access to all Offender Data and Activity</b> <b>No Cost to any of our more than 40 locations nationwide</b>
<b>Resume and Interview Skills Development with Job Placement Assistance</b>	<b>No Cost</b>
<b>Indemnification of the Court, and Naming the Court as an Additional Insured</b>	<b>No Cost – Professional and General Liability</b>

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
OF SPECIAL PROJECTS MANAGER – PUBLIC WORKS**

Effective December 17, 2024, this Agreement amends the contract between the City of Pine Lake (“City”) and Vernon B. Kendrick (“Kendrick”) for Kendrick to serve as Special Projects Manager – Public Works. The existing contract expires December 31, 2024. City and Kendrick agree to extend the term of that contract until January 31, 2025. All other terms and conditions of the existing contract continue in full force and effect for this extended term.

**CITY OF PINE LAKE, GEORGIA**

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

Brandy Hall, Mayor

Date of Execution: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant City Clerk

Approved as to form:

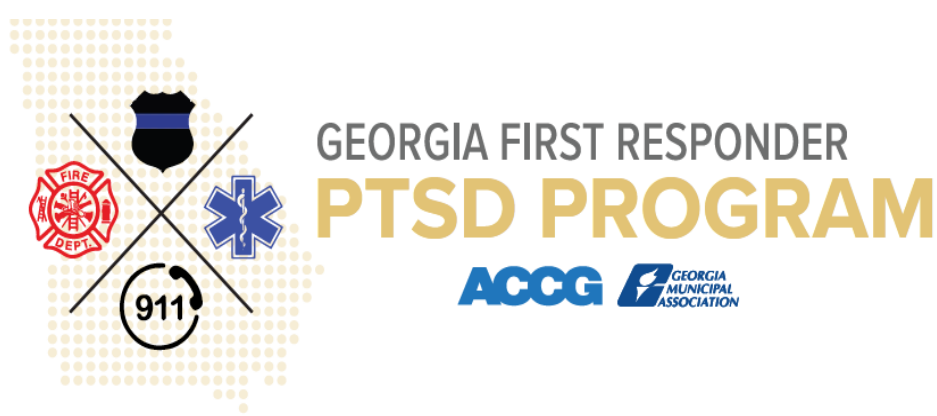
\_\_\_\_\_  
City Attorney

**SPECIAL PROJECT MANAGER**

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

Vernon B. Kendrick

Date of Execution: \_\_\_\_\_



Georgia First Responder PTSD Program  
Offered through GMA and ACCG Insurance Programs  
Program FAQ

This document provides information on GMA and ACCG’s Georgia First Responder PTSD Program (GFRPTSD).<sup>1</sup> For additional questions, contact [GFRPTSD@lockton.com](mailto:GFRPTSD@lockton.com) and provide your contact information to schedule a follow-up call. If you prefer to speak with a Program representative, call Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.

**Information about the statutorily required benefits in O.C.G.A. § 45-25-1 et seq.(2024):**

**Q. What is the purpose of HB 451 (2024)?**

**A.** The Ashley Wilson Act (the Act or HB 451) requires all public entities in Georgia to offer a supplemental benefit program for eligible first responders diagnosed with post-traumatic stress disorder (PTSD) resulting from exposure to line of duty traumatic events. It creates two once-per-lifetime financial safety nets to assist with uninsured costs associated with PTSD treatment and recovery. A first responder may access the benefits quickly and confidentially without worry over stigma or job loss. The Act does not impact employer health plans, which are required to provide coverage for PTSD and other mental health conditions.

**Q. What is the effective date of the Act?**

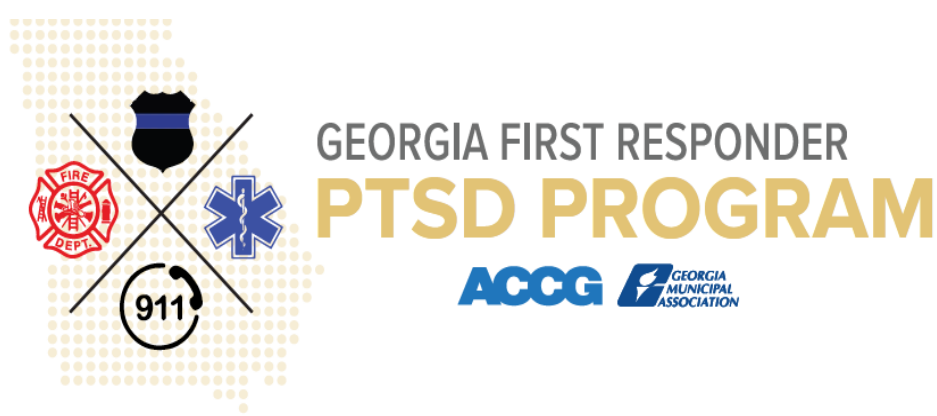
**A.** The effective date of the Act is January 1, 2025. That is the date on which public entities are required to offer the benefits.

**Q. Doesn’t workers’ compensation pay for occupational PTSD?**

**A.** In Georgia, a first responder may file a claim for occupational PTSD under workers’ compensation, provided the PTSD follows from or is due to a physical injury in the line of duty. However, the workers’ compensation system is not designed primarily to address and treat mental injuries. The system does not meet the first responders’ confidentiality needs since employers and supervisors are notified of PTSD claims and does not allow a first responder to choose their own mental health care providers.

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<sup>1</sup> These FAQs cover the general requirements of the Act and the parameters of the Georgia First Responder PTSD Program. They are not legal or tax advice.



**Q. Doesn't a first responder's health plan pay for treatment of PTSD?**

**A.** By law, employer health benefit plans are required to cover mental health treatment. But employer health plans do not cover all costs associated with treatment and recovery such as deductibles, co-pays, and out-of-network treatment costs.

**Q. How does the Act define PTSD?**

**A.** The Act defines PTSD as an ***anxiety disorder caused by experiencing or being exposed to a traumatic event*** and which satisfies the clinical diagnostic criteria set forth in the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders in effect January 1, 2024.

**Q. How does the Act define a First Responder who can be eligible for benefits?**

**A.** The Act defines ***eligible first responder*** as a first responder who experienced or was exposed to a traumatic event during the normal course of performing regular occupational or volunteer duties on behalf of a public entity and such experience resulted in PTSD, if the first responder received a diagnosis of PTSD arising from such experience and exposure no later than two years after the traumatic event.

**Q. How does the Act define a First Responder?**

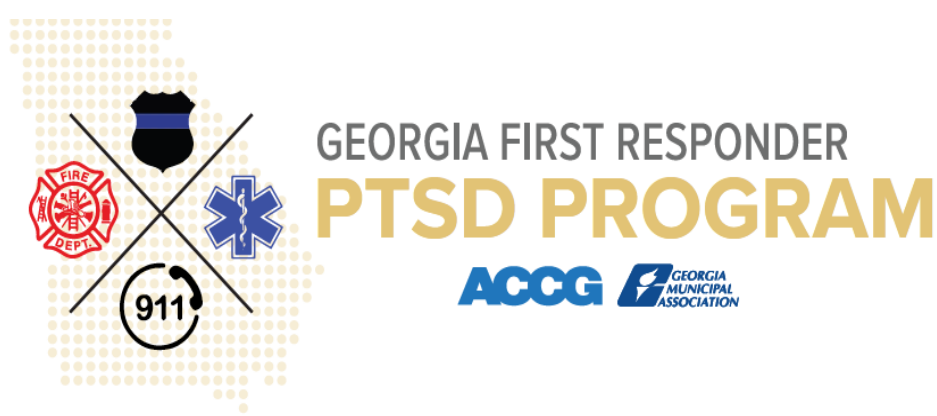
**A.** Under the Act, First Responder means any of the following:

- Communications Officer
- Emergency Medical Professional
- Firefighter
- Jail Officer
- Peace Officer (including law enforcement officer with the Department of Natural Resources)
- Correctional Officer
- Emergency Medical Technician
- Highway Emergency Response Operator
- Juvenile Correctional Officer
- Probation Officer

**Q. What are the benefits required under the Act?**

**A.** The Act requires ***two once-per-lifetime benefits***. The first is a \$3,000 lump-sum benefit paid following diagnosis of occupational PTSD by a qualified diagnostician. The second is a long-term disability benefit if the eligible first responder is no longer able to perform their duties as a first responder due to their PTSD diagnosis:

- The **disability benefit begins 90 days** following a first responder's inability to continue regular occupational or volunteer duties as a first responder due to the covered condition, despite receipt of appropriate treatment.



- The disability benefit is paid **monthly for up to 36 months**.
- Paid first responders receive **60% of their monthly pay** to a maximum of \$5,000 per month.
- Volunteer first responders receive **\$1,500** per month.

**Q. How is Covered Condition defined under the Act?**

**A.** The Act provides benefits for eligible first responders with a **covered condition** of PTSD that is the direct result of an experience of or exposure to a traumatic event during the normal course of their regular occupational or volunteer duties on behalf of a public entity.

**Q. How does the Act define a Traumatic Event?**

**A.** The Act defines a **traumatic event** as an actual or threatened death, serious injury, or act of sexual violence that occurs after July 1, 2024, and which the first responder experienced or was exposed to during the normal course of the first responder’s regular occupational or volunteer duties on behalf of the public entity. In cases involving multiple traumatic events occurring after July 1, 2024, the traumatic event is the most recent event determined by the qualified diagnostician to be related to the symptoms of PTSD.

**Q. How does the Act define Qualified Diagnostician?**

**A.** **Qualified diagnosticians** are psychiatrists, psychologists, and physicians who are duly authorized to practice in Georgia and are certified in a medical specialty appropriate for trauma related mental health diagnoses.

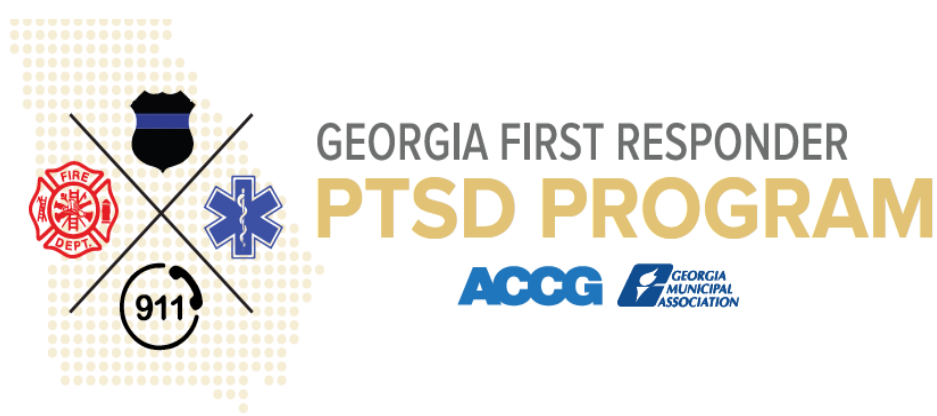
**Q. How does the Act ensure that a first responder can get the benefits confidentially?**

**A.** The Act requires that the first responder be able to obtain the lump sum benefit confidentially in a manner similar to using health insurance to pay for mental health treatment or using employee assistance program benefits and be able to obtain the long term disability benefit confidentially in a manner similar to obtaining other disability benefits for mental health conditions. The Act provides that all communications between the first responder and the administrator or insurer are confidential and privileged.

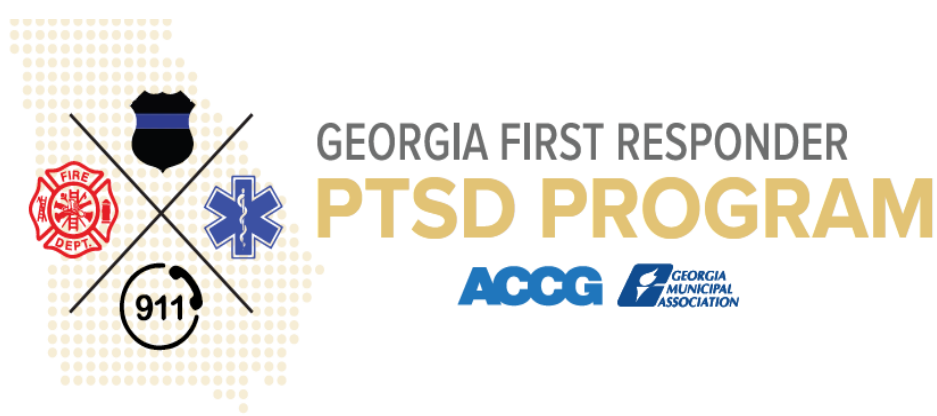
**Q. If an employer learns of a first responder’s claim, can the employer use that information for employment purposes?**

**A.** No. The Act states: “In no event shall information solely about an individual’s diagnosis, claims, or benefits be used for any employment action.”





- Q. How would a first responder obtain a PTSD diagnosis submitted in support of their claim?**
- A.** A first responder’s primary care physician can recommend a qualified diagnostician. In addition, a first responder can call the customer service number on their major medical health plan ID card for help locating an in-network qualified diagnostician. In many cases, qualified diagnosticians offer virtual appointments that eliminate the need to travel.
- Q. Following a traumatic event, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician?**
- A.** A first responder has up to **24 months following a traumatic event** to obtain a PTSD diagnosis from a qualified diagnostician and file a claim for the supplemental benefits.
- Q. Following end of service or retirement, how much time does a first responder have to obtain a PTSD diagnosis from a qualified diagnostician and file a claim?**
- A.** An eligible First Responder may file a claim for the supplemental benefits **up to 24 months following end of service** provided the traumatic event resulting in the PTSD occurred when the First Responder was in active service and a diagnosis is received within 24 months of the traumatic event.
- Q. The Act says the traumatic event date must be on or after July 1, 2024, but the Act is not effective until January 1, 2025. How does this work?**
- A.** These dates create a temporary transition period. The Act’s purpose is to encourage first responders to promptly seek treatment for symptoms of PTSD. If a first responder is already receiving treatment for PTSD arising from a qualifying traumatic event that occurred between July 1, 2024 and January 1, 2025, benefits should be payable after proof of the qualifying diagnosis is provided to the insurer on or after January 1, 2025. The waiting period for disability benefits cannot start before January 1, 2025.
- Q. How does the Act address cumulative trauma or the witnessing of traumatic events over time?**
- A.** In cases involving multiple traumatic events occurring on or after July 1, 2024, the traumatic event is the most recent traumatic event determined by the qualified diagnostician to be related to the symptoms of PTSD.
- Q. Are benefits provided under the Act taxable?**
- A.** Benefits provided under the Act are not subject to Georgia income tax. Due to the design of coverage, benefits paid through the Georgia First Responder PTSD Program should also not be subject to federal taxation. However, benefits provided through self-insurance or other

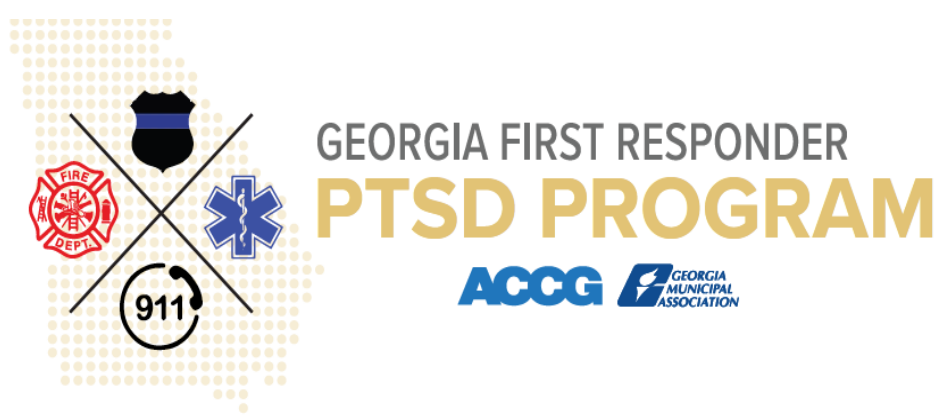


coverage should be presumed taxable unless tax counsel has reviewed the coverage documents and advised otherwise.

- Q. Is the PTSD lump-sum benefit reduced if a first responder is receiving benefits from sources outside of the program?**
- A.** No.
- Q. Is the PTSD disability benefit reduced if a first responder receives disability benefits from sources outside of the program?**
- A.** The PTSD disability benefit would be reduced if a first responder receives disability benefits from an employer funded group long-term disability plan or workers' compensation. The PTSD disability benefit would not be reduced if the first responder received disability benefits from insurance paid by the first responder.
- Q. If a first responder has received the once-per-lifetime lump sum and disability benefits, would they be eligible for a second set of benefits if they switched employers in the future?**
- A.** No. An eligible first responder is not entitled to more than the once-per-lifetime benefits.

## Administration of the GMA and ACCG Programs

- Q. Does GMA and ACCG plan to offer insurance coverage compliant with the Act?**
- A.** GMA and ACCG have partnered with MetLife to design and implement a highly customized insurance program compliant with the Act.
- Q. Who pays the cost of coverage under the program?**
- A.** A public entity pays the cost of the program on behalf of its first responders. The Act defines **public entity** as a department, agency, board, bureau, commission, authority, or instrumentality of the State of Georgia, any local government or authority, including a county, municipality, or consolidated government in this state, or any other political division in this state. Such term includes a school district, independent school district, or other local school system in this state.
- Q. Is a public entity required to purchase the PTSD insurance from GMA or ACCG Programs?**
- A.** No. A public entity may purchase the PTSD insurance from other private insurance companies or self-insure the coverage upon approval from the Georgia Office of Commissioner of Insurance and Safety Fire.



- Q. If a public entity chooses to participate in the GMA or ACCG programs, how often will it be billed for cost of the coverage?**
- A. GMA, ACCG and MetLife are still finalizing the premium invoicing process. At this time, we expect that the GMA and ACCG programs will bill a participating public entity twice annually for 50% of the annual cost.
- Q. If a public entity wants to participate, how does it obtain a quote from GMA or ACCG?**
- A. To obtain a quote, the public entity would contact [GFRPTSD@lockton.com](mailto:GFRPTSD@lockton.com) and provide your contact information to schedule a follow-up call. To speak with a Program representative, please contact Lindsey Albright at 706.877.6400 or Meghan Murray at 678.361.0886.
- Q. If a first responder is employed by two public entities, which public entity is required to pay the cost of the insurance?**
- A. The program will bill both public entities 50% of the required premium.
- Q. If a first responder is employed by public entity A and volunteers at public entity B, which public entity is required to pay the cost of the insurance?**
- A. Public entity A, the place of employment, is required to pay the cost of the insurance.
- Q. If a first responder volunteers at public entity A and B, which public entity is required to pay the cost of the insurance?**
- A. The program will bill both public entities 50% of the required premium.
- Q. If a public entity hires a first responder in the middle of the billing cycle, is it required to pay back premium for the newly hired first responder?**
- A. No. While the first responder is eligible on the first day of service, the public entity would include the newly hired first responder in its upcoming eligibility roster.
- Q. May a public entity increase the lifetime benefits above those required under the Act?**
- A. The GMA and ACCG Programs allow a public entity to increase PTSD coverage in two ways:
- Increasing the lump-sum benefit from \$3,000 to \$5,000, \$10,000 or \$15,000
  - Increasing the monthly disability benefit for volunteers from \$1,500 to \$2,000

TO: Billy Beckett  
Interim City Manager

FROM: Bernard Kendrick  
Special Projects Manager

DATE: December 11, 2024

SUBJECT: Final Report Courthouse Renovation Project

I am pleased to announce the completion of the Courthouse Renovation Project. On September 24, 2024 the Mayor and Council approved the Special Projects Manager to direct the proposed renovations.

Renovations commenced on October 4, 2024, and concluded on December 5, 2024. The original completion date was anticipated to be November 7, 2024, but materials availability and several design accommodations had to be considered.

The SPLOST allocation for this project was \$270,000. The design costs for this project were approximately \$20,000. Therefore, the budget for the project was set for \$250,000.

All aspects of the approved project were accomplished with the addition of several complimentary improvements that were needed to ensure code compliance and building sustainability.

The following complimentary improvements were included in the renovation:

- Attic insulation removal and replacement
- Rain gutter removal and replacement
- Facia and soffit repair and replacement
- Roof replacement
- LED lights upgrade
- Utility room access doors upgrade
- Remote control fan
- Relocation of Pine Lake Police Department data closet
- Outside LED lighting
- Dutch door installation
- Electrical outlets upgrade
- Additional floor chairs
- Subfloor blocking main chamber

During the course of the renovations several deficiencies were uncovered that I believe need to be addressed as soon as possible. These deficiencies were determined to be out of scope.

The following out of scope improvements are noted:

**Additional subfloor blocking of the floor joists in the bathroom and conference room (\$6,735.00)**

**Replacement of the conference room ceiling (\$3,887.00)**

**Police Department awning repair/replacement (\$2,758.00)**

**Security camera installation (\$10,109.00)**

**Building keyless door access (\$6,456.14)**

**A/V recording module upgrade (\$2,612.13)**

**Weatherization of all windows and doors (\$1,397.50)**

**Duct cleaning (\$835.00)**

**Total Proposed improvements \$34,789.77**

*I recommend the approval of the out-of-scope improvements at a cost of \$34,789.77. All improvements can be made prior to the next court date of January 16, 2025*

### PROJECT SUMMARY COSTS

SPLOST ALLOCATION	\$270,000.00
DESIGN FEE (TSW)	\$ 20,000.00
PROJECT BUDGET	\$250,000.00
ACTUAL PROJECT COSTS	\$168,329.00
PROJECTED SAVINGS	\$ 81,671.00
<i>PROPOSED OUT OF SCOPE IMPROVEMENTS</i>	<i>\$ 34,789.77</i>
FINAL PROJECT COST	\$203,118.77
<b>FINAL PROJECT SAVINGS</b>	<b>\$ 46,881.23</b>



# Memo

**DATE:** December 17, 2024

**TO:** Mayor and City Council

**FROM:** Bill Beckett

**RE:** Recommendation to Accept Withdrawal of Bid, Oak Road // Bid No. CIP 2022-001

On Monday, December 9<sup>th</sup>, 2024, *The K&E Group* notified the City that they have decided to withdraw their bid for the Oak Road infrastructure project. It is my recommendation that City Council accept this withdrawal.

Thank you,

Billy Beckett

City Manager



# Memo

**DATE:** December 13, 2024

**TO:** Mayor and City Council

**FROM:** Ned Dagenhard

**RE:** Proposed 2025 City Council Meeting Calendar

Please see the following proposed dates for 2025 City Council meetings, which will follow the “2<sup>nd</sup> and last Tuesday” format.

**January 14, 2025 – Work Session**

**January 28, 2025 – Regular Meeting**

**February 11, 2025 – Work Session**

**February 25, 2025 – Regular Meeting**

**March 11, 2025 – Work Session**

**March 25, 2025 – Regular Meeting**

**April 8, 2025 – Work Session**

**April 29, 2025 – Regular Meeting**

**May 13, 2025 – Work Session**

**May 27, 2025 – Regular Meeting**

**June 10, 2025 – Work Session**

**June 24, 2025 – Regular Meeting**

**July 8, 2025 – Work Session**

**July 29, 2025 – Regular Meeting**

**August 12, 2025 – Work Session**

**August 26, 2025 – Regular Meeting**

**September 9, 2025 – Work Session**

**September 30, 2025 – Regular Meeting**

**October 14, 2025 – Work Session**

**October 28, 2025 – Regular Meeting**

**November 11, 2025 – Work Session**

**November 25, 2025 – Regular Meeting**

**December 9, 2025 – Work Session**

**December 30, 2025 – Regular Meeting**

Thank you,

Ned Dagenhard

Asst. City Clerk



# Memo

**DATE:** December 17, 2024

**TO:** Mayor and City Council

**FROM:** Bill Beckett

**RE:** City Hall Early Closure, 12/31/2024

I would like to make the formal request to Mayor Hall and City Council to close City Hall at 12:00PM on December 31<sup>st</sup>, 2024, in observance of New Years' Eve.

Thank you,

Billy Beckett

City Manager





# Memo

**DATE:** December 17, 2024

**TO:** Mayor and City Council

**FROM:** Bill Beckett

**RE:** Recommendation to Approve Lease and Maintenance Agreement - Copier/Scanner – City Hall and Police Department

This year, it was discovered that the *Sharp MX-M266N* scanner/copiers in both City Hall and the Police Department are beyond their serviceable life. The Administration Department received quotes from (3) different vendors. After analysis of the equipment and service agreements, it is my recommendation that the City move forward with *EGP Document Solutions*, and a 60-month lease for the (2) copier/scanners for a total of \$280.16 per month.

Thank you,

Billy Beckett

City Manager

<b>Black &amp; Color Copier/Printer</b>		<b>Kyocerca</b>						
<b>NEW-One for City Hall and One for Police Dept</b>		<b>Copier/Printer, with stapler, Service/Maintenance agreement, delivery, setup, installation, Training, Supplies agreement with automatic toner shipments &amp; Travel</b>						
<b>Company</b>	<b>Stapler</b>	<b>Fax / Scanner</b>	<b>B&amp;W copy per month &amp; service cost</b>	<b>Color Copy price each</b>	<b>Admn/Court Monthly</b>	<b>Police Dept</b>	<b>Agreement Terms</b>	<b>Agreement Lease Price per Month for City Hall &amp; Police</b>

<b>EGP Document Solutions</b>	Yes	Yes	Get 2000/1000 B&W each for PD &CH. Agreement Price per Month. After the 2000 sheet usage \$.008 per copy	\$.02 per color copy	\$140.08 plus overages	\$140.08 plus overages	60 Months Lease with the right to upgrade or downgrade at 48 months with no penalty	<b>\$ 280.16</b>
<b>AOT Solution</b>	Yes	Yes	No B&W copy amount -is \$.009 cent per black copy	\$.02 per color copy	\$110.50 plus per copies	\$110.50 plus per copies	60 Months Lease with the right to upgrade or downgrade at 48 months with no penalty	<b>\$ 221.00</b>

		<b>CANNON</b>						
		<b>Copier/Printer, Service/Maintenance agreement, delivery, setup, installation, Training, Supplies agreement with automatic toner shipments &amp; Travel</b>						
<b>Standard Office Systems</b>	Yes	Yes	No B&W copy amount -is \$.008 cent per black copy	0.06 per color copy	\$146.10 plus per copies	\$146.10 plus per copies	60 Months Lease with the right to upgrade or downgrade at 48 months with no penalty	<b>\$ 292.21</b>

Missye Varner  
11.26.24