

CITY OF PINE LAKE, GEORGIA

REGULAR MEETING AGENDA

AUGUST 25, 2026 @ 6:00PM

COURTHOUSE AND COUNCIL CHAMBERS

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

PUBLIC HEARING (6:00PM)

- 2026 Comprehensive Plan

ADOPTION OF THE AGENDA

ADOPTION OF THE MINUTES

- July 28, 2026 - Regular Meeting

PUBLIC COMMENT – 3 minutes each please

NEW BUSINESS

1. Resolution R-2026-44, Holiday Lighting Project Proposal
2. Resolution R-2026-45, Poplar Park (Phase I) Project Proposal
3. Resolution R-2026-46, Beach House Rehabilitation Project Proposal
4. DeKalb Entertainment Commission, Film Permit Coordinator Designation
5. Resolution R-2026-47, Budget Amendment – *Cows of DeKalb County Grant*
6. Resolution R-2026-48, DeKalb County American Rescue Plan Act (ARPA) Funding – *Sub-award Agreement Amendment for Poplar Park*
7. Resolution R-2026-49, 2026-27 Employee Group Health Insurance Renewal

PUBLIC COMMENT – 3 minutes each please

REPORTS AND OTHER BUSINESS

- Mayor (pro tempore)
- City Council

EXECUTIVE SESSION

- Personnel

NEW BUSINESS (cont.)

8. Resolution R-2026-50, City Attorney Confirmation and Appointment

ADJOURNMENT

COUNCIL MEMBERS

Thomas Torrent – Mayor pro tem

Deborah Hull

Stephanie Kohler

Jane Lowers

CITY OF PINE LAKE

425 ALLGOOD ROAD

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**CITY OF PINE LAKE
REGULAR MEETING
MINUTES
July 28, 2026 at 6:00PM
Courthouse & Council Chambers
459 Pine Drive, Pine Lake, GA 30072**

Call to Order: Mayor pro tem Goldberg called the Regular Meeting to order at 6:00PM.

Present: Mayor pro tempore Jeff Goldberg, and Council Members Deborah Hull, Stephanie Kohler, Jane Lowers, and Thomas Torrent. Also present were City Manager Stanley Hawthorne, Chief of Police Sarai Y'Hudah-Green, City Clerk Ned Dagenhard, and Special Projects Manager Bernard Kendrick. Finance Director Stephen Mayer was not in attendance.

Announcements and Communications

Council Member Hull announced that David Long of the Georgia Forestry Commission would be hosting an educational event on July 30th at the Beach House.

Council Member Kohler announced election qualifying would be taking place at City Hall July 29-31.

Chief Y'Hudah-Green announced that the City would be hosting the first *National Night Out* event since the Covid-19 pandemic on August 4th at and around the Beach House.

Chief Y'Hudah-Green also took time to acknowledge promotion of two officers in her department—Jason Cooper and Carlos Chipoco—to the rank of Sergeant.

Adoption of the Agenda of the Day

Council Member Torrent motioned to adopt the agenda; Council Member Kohler seconded.

No discussion took place.

Mayor pro tem Goldberg called for a vote.

All members voted in favor, and the motion carried.

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Adoption of the Minutes

- June 30, 2026 – Regular Meeting
- July 14, 2026 – Work Session
- July 15, 2026 – Town Hall

Council Member Kohler moved to adopt the minutes; Council Member Hull seconded.

Council Member Torrent asked that the Minutes from the June 30th Regular Meeting be revised, citing the date of the Pride Lake “Gayla” event as July 25th, not September 25th.

Mayor pro tem Goldberg called for a vote on the minutes, as amended.

All members voted in favor, and the motion carried.

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New Business

1. Resolution R-2026-43, Acceptance of Funds from DeKalb County, “Poplar Park”

Council Member Kohler moved to adopt Resolution R-2026-43; Council Member Torrent seconded.

City Manager Hawthorne explained the recent discovery by the City's Finance Department that the funds previously awarded to the City were federal grant funds from the *American Rescue Plan Act* (ARPA). Those funds, Mr. Hawthorne stated, were to be spent by December 31, 2025. However, since the County failed to deliver the funds until June of 2026, Mr. Hawthorne relayed that the County purchasing and contracting office was expected to provide amended language that allowed for expenses through December 31, 2026.

Some confusion arose regarding whether the project needed to be completed by year's end, or rather the funding package simply be expensed by year's end. The City Manager clarified that the latter was the case. This led to an exchange between City Manager Hawthorne and Council Member Hull regarding the availability of information and project timeline.

A discussion took place among City Council regarding the status of the project scope.

The City Council invited Project Manager Kendrick to speak to the status of the project, and likelihood that the awarded sum could be expended entirely by the end of 2026. Mr. Kendrick said he fully anticipated exhausting the current award by the end of 2026. Mr. Kendrick stated the project team—as well as partnering members of the DeKalb County CEO's Office—have acknowledged that since early project discussion took place in 2023, costs have inflated. The project, Mr. Kendrick stated, would be expected to require additional funding assignment, either sourced in the City's Small Cities Capital Outlay SPLOST fund, or via direct funding assistance from the County.

Mayor pro tem Goldberg called for a vote.

Mayor pro tem Goldberg, and Council Members Kohler, Lowers, and Torrent voted for the Resolution; Council Member Hull voted against; no members abstained. The motion carried.

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2. Removal of Primrose – Proposal

Council Member Lowers moved to accept the proposal by *Urban Sprout Farms LLC*; Council Member Kohler seconded.

Project Manager Kendrick presented three (3) quotes for removal of invasive primrose willow from the lake, expressing support for the quote provided by *Urban Sprout Farms LLC*, citing a favorable hand-pulling and mechanical removal rather than employment of herbicides.

Mr. Kendrick proactively stated that the project approval would not marry the City to the extent of work offered, meaning the vendor would only perform work necessary. Council Member Torrent stated that this got ahead of his “sticking point,” which was to ensure the City would only pay for the number of site visits required to appropriately manage future blooms. Mr. Kendrick further affirmed the quote approval provided an upset limit for staff to approve orders, rather than a minimum charged by the vendor.

City Council Members offered additional comments regarding the project scope, such as praise for employment of floaters to keep the willow from drifting further from the lake’s edge.

City Manager Hawthorne provided information regarding the funding source for the project, which he stated was the City’s Stormwater Fund.

Additional discussion took place between members of City Council and Project Manager Kendrick, regarding management of the primrose willow in the next growing season, and potential use of citizen volunteer programs. Notes of appreciation for staff were offered by Council member Kohler.

Mayor pro tem Goldberg called for a vote.

All members voted in favor, and the motion carried.

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Reports and Other Business

Mayor pro tem Goldberg asked to move New Business Item 3 to the end of the meeting, preceding adjournment. The City Clerk observed consensus of City Council.

Mayor pro tem Goldberg—citing this being his final meeting before resigning to run for Mayor—expressed a desire to revisit a series of time-sensitive topics, including erosion mitigation installation along the lake’s dam (“riprap”), procurement of additional holiday lighting, and renovation of 4580 Lakeshore Drive (“Beach House”).

Council Member Lowers asked Project Manager Kendrick to speak to any conversations he held with former-Mayor Greg Zarus, who oversaw a series of wetland-related projects in the City. Mr. Kendrick stated that his last communication with Mr. Zarus was in response to a letter provided at a City Council meeting.

Mr. Kendrick inquired as to whether City Council had an objective related to the riprap rock installed on the lake dam. Mayor pro tem Goldberg stated that residents were interested in creating corridors for amphibious and semi-aquatic wildlife. Council Member Torrent stated his priority was development of a maintenance plan, and approaching a planting strategy that employs volunteer master gardeners.

Mr. Kendrick stated that the installation of riprap was intentional in part for its low maintenance requirements. The goal, Mr. Kendrick added, was to allow vegetation to fill in the spaces between stones. The Project Manager continued that the planting strategy brought forward in February also provided for replanting along the western side of the lake, and causeways between sections of the erosion buffer.

Mr. Kendrick continued to field questions regarding safety impact and improving aesthetics.

The conversation then shifted toward the Beach House renovation. Mr. Kendrick provided information on recent conversations with Facilities Agent Calvin Burgamy, listing work scope priorities, and advised he could provide a proposal as early as August.

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The discussion shifted again toward holiday lighting, which Mayor pro tem Goldberg emphasized en lieu of previous references to “Christmas lights,” citing the multicultural nature of the area, and a desire to remain objective toward various wintertime faith practices. Imagery, multiple Council Members offered, could focus on animal and nature themes, rather than religiously exclusive icons.

Mr. Kendrick stated that the City had underspent its previously appropriated funds for holiday lighting, offering a source for further installations, such as new pole light cells along Rockbridge Road, and replacement fixtures. Mr. Kendrick responded to a questions regarding approaching deadlines, stating that in the coming weeks, he would need to provide direction to electrical vendors regarding installation of new photocells and brackets for pole decorations along Rockbridge Road. City Council advised that through email discussion, Mr. Kendrick would discern an accurate timetable to relay to prospective vendors previously contracted with the City for similar services.

Council Member Hull asked that installation of electrical capabilities along the inner berm of the lake be further investigated, following Mr. Kendrick’s assessment of such installation as relatively costly.

City Manager Hawthorne and City Clerk/Personnel Officer Dagenhard also provided updates to City Council regarding ongoing City Attorney recruitment. Mr. Hawthorne characterized the process as aggressive; Mr. Dagenhard recalled that (3) firms had responded with proposals—and (2) noted receipt of the request for qualifications (RFQ)—ahead of the August 3rd submission deadline. Mr. Hawthorne further advised that tentatively, City Council may expect to confirm appointment of a new City Attorney by the August 25th Regular Meeting.

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3. Mayor pro tem – *Discussion and Selection*

Council Member Hull nominated Council Member Thomas Torrent as Mayor pro tempore; Council Member Lowers nominated Council Member Stephanie Kohler as Mayor pro tempore.

A discussion took place, wherein the two nominees for Mayor pro tempore expressed their appreciation for nomination, and advised on their respective qualifications for the role. Most of the discussion revolved around the potential for perceived conflict of interest involving Council Member Torrent's marriage to the President of the Pine Lake Association for Involved Neighbors (PLAIN). This concern was promoted by Council Member Lowers, and supported by Council Member Kohler. Council Members Torrent and Hull disputed the concern. Mayor pro tem Goldberg, as he had prefaced early in the discussion, opted for nonengagement in active discussion.

Mayor pro tem Goldberg called for votes in support of Council Member Torrent as Mayor pro tempore.

Mayor pro tem Goldberg, as well as Council Members Hull and Torrent voted in support of Council Member Torrent as Mayor pro tempore.

Mayor pro tem Goldberg called for votes in support of Council Member Kohler as Mayor pro tempore.

Council Members Kohler and Lowers voted in support of Council Member Kohler as Mayor pro tempore.

Mayor pro tem Goldberg resigned his position as Mayor pro tempore; Council Member Torrent was elected as Mayor pro tempore.

Adjournment

Council Member Hull motioned to adjourn the Regular Meeting at 8:56PM.

Ned Dagenhard, City Clerk



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: Holiday Lighting Project

RECOMMENDATION

Approve resolution authorizing the recommended quotes submitted concerning the relocation, installation, and purchase of various holiday lighting fixtures including the quotes from Branam Signs & Lighting in the amount of \$2,068 for electrical services for Rockbridge Road, \$1,000 for the installation of pole lights for Rockbridge Road, and \$1,000 for installation of pole lights for Pine Lake area; approve the quote from Lori's Lights in the amount of \$6,125 for pole lights for Rockbridge Road and \$1,250 for prancing ground statues; approve the quotes from Christmas Lights Up in the amount of \$9,500 for a 12-foot lighted and adorned outdoor tree, which includes setup and storage; and approve a \$3,000 contingency for Georgia Power high voltage connections for a total estimated project cost of \$23,943.

BACKGROUND

Consensus policy direction by the City Council was given to improve the visibility of the Rockbridge Road corridor within the corporate limits of Pine Lake during the upcoming holiday period. In preparation for last year's holiday season, staff provided an assessment of the current condition of the City's holiday lighting and the necessary electrical upgrades to ensure compliance. All the existing lighting was beyond its useful life, out of compliance, and not subject relevant. Those changes will be complemented by the expanded presence to Rockbridge Road this holiday season.

Also, last season, staff researched the availability of holiday lighting and ascertained that most of the holiday lights were manufactured overseas, and procurement would become difficult. Staff has identified multiple sources for specialty lighting and would like these vendors to be considered for award and other singular service vendors, such as Georgia Power, as a sole source. The electrical upgrades are necessary to support the new lighting and any non-working condition of the current poles and ground receptacles.

RESOURCE IMPACT

Funding for this project is available within the Small Cities Intergovernmental Capital Outlay Fund (SCICO).

ATTACHMENTS

Resolution
Quotes Matrix

Stanley D Hawthorne
City Manager
stanleyhawthorne@pinelakega.net
425 Allgood Road Stone Mountain GA 30083
PO Box 1325 • Pine Lake, GA 30072 • 404-999-4932
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**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF QUOTES FROM
QUALIFIED VENDORS AND THE EXECUTION OF CONTRACT DOCUMENTS FOR
PURCHASE OF AND INSTALLATION OF UPGRADES TO THE CITY'S
ELECTRICAL INFRASTRUCTURE AND PURCHASE OF NEW HOLIDAY LIGHTING**

WHEREAS, The City Council received a report from the Public Works Department on the state of the Holiday Lights utilized by the City during the Winter Holidays Season; and

WHEREAS, Consensus policy direction by the City Council was given to improve the visibility of the Rockbridge Road corridor within the corporate limits of Pine Lake during the upcoming holiday period; and

WHEREAS, The Project costs break down as follows:

Branam Signs & Lighting	\$ 4,068
Lori's Lights	\$ 7,375
Christmas Lights Up	\$ 9,500
Georgia Power	\$ 3,000
 Total Recommendations	 \$23,943

WHEREAS, The Contractors are ready willing and able to begin work and time is of the essence;

NOW THEREFORE, BE IT RESOLVED by the governing authority of the City of Pine Lake, Georgia, that the projects and costs detailed above are approved and that the Mayor pro tempore is authorized to execute any and all necessary documents to complete this acquisition and installation in a total amount not to exceed \$25,000.

ADOPTED by the City Council of the City of Pine Lake, this 25th day of August, 2026.

THOMAS TORRENT
Mayor pro tempore

ATTEST:

NED DAGENHARD
Acting City Clerk

CITY OF PINE LAKE									
HOLIDAY LIGHTING MATRIX									
VENDOR	ELECTRICAL INSTALLATION ROCKBRIDGE	POLE LIGHT INSTALLATION ROCKBRIDGE	LED POLE LIGHTS ROCKBRIDGE ROAD	INSTALLATION LAKE AREA	LED GROUND STATUES	12 FOOT TREE	16 FOOT TREE	SUBTOTAL	TOTAL RECOMMENDED COSTS
LORI'S LIGHTS			\$6,125.00		\$1,250.00			\$7,375.00	\$7,375.00
CHRISTMAS LIGHTS UP						\$9,500.00	\$13,000.00	\$9,500.00	\$9,500.00
BRANNON ELECTRICAL	\$2,068.00	\$1,000.00		\$1,000.00				\$4,068.00	\$4,068.00
GEORGIA POWER	\$3,000.00							\$3,000.00	\$3,000.00
SUBTOTAL	\$5,068.00	\$1,000.00	\$6,125.00		\$1,250.00			\$13,443.00	
								\$37,386.00	\$23,943.00



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: Poplar Park Project

RECOMMENDATION

Approve resolution authorizing the acceptance of proposals from various vendors for the original Poplar Park Project in the total amount of \$53,250.

BACKGROUND

The City of Pine Lake was awarded \$53,250 in DeKalb County American Rescue Plan Act funding for improvements to Poplar Park. The original Subaward Agreement was executed in January 2024 and established the terms and conditions governing the City's use of the funds for the Poplar Park project. The City received the \$53,250 subaward funding in June 2026.

On July 28, 2026, the City Council adopted a resolution formally accepting the grant and its conditions and authorizing the City Manager, or designee, to establish appropriate accounting controls to separately identify and track the receipt and expenditure of the grant funds. The resolution further provides that the City Manager will direct construction of the Poplar Park improvements in accordance with the terms of the County grant.

The Poplar Park Development Committee (extension of the Public Art Installation Task Force approved by the City Council on June 30, 2026) is working to update the projected costs for the Poplar Park project. The attached matrix identifies updated costs of \$89,179 associated with the former scope of work and newly updated items.

RESOURCE IMPACT

The City has received \$53,250 in DeKalb County ARPA subaward funding for the Poplar Park Project. Grant revenues and related expenditures will be separately identified and tracked in the City's accounting records to ensure that the funds are used only for eligible Poplar Park project costs and can be properly reported to DeKalb County.

The City's subaward from ARPA funds is limited to \$53,250. Any unspent funds remaining after completion of the project, or funds determined to be ineligible under the Subaward Agreement as amended, will be handled in accordance with the terms of the agreement.

Stanley D Hawthorne
City Manager
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Any project costs exceeding the available subaward funding will be the responsibility of the City of Pine Lake in cooperation with DeKalb County and will require an available and appropriated funding source.

ATTACHMENTS

Resolution

Quote Matrix

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PROPOSAL FROM
VARIOUS VENDORS FOR THE ORIGINAL POPLAR PARK PROJECT IN THE
TOTAL AMOUNT OF \$53,250 FROM ALLOCATED FUNDS RECEIVED FROM
DEKALB COUNTY AMERICAN RESCUE PLAN ACT FOR IMPROVEMENTS TO
POPLAR PARK**

WHEREAS, The City obtained responses to a request for quotes (bids were not required because the total cost of the project was for less than \$100,000) for improvements to Poplar Park; and

WHEREAS, The City's budget for the original project is \$53,250 based on the subaward agreement with DeKalb County; and

WHEREAS, The services, vendors and quotes received for priority work is as follows:

<u>Vendor</u>	<u>Service</u>	<u>Price</u>
Spectrum Fence	Fencing/Sound Dampening	\$25,000
RMiller Electrical	Electrical	\$14,500
Avalon Tree Service	Tree Work/Brush Removal	\$ 2,650
Clark, Patterson, Lee	Arborist Survey	\$ 1,062
To Be Determined (TBD)	Survey	\$ 1,000
Signarama	Temporary Signage	\$ 642
B Kendrick	Project Management	\$ 5,325
Sauls Nurseries	Plantings	\$ 3,071
	for a total original project cost of	\$53,250;

WHEREAS, The costs for plantings shown immediately above is only a fractional cost of the updated fee of \$12,000 associated with the original scope of the project but is used to balance to the original project cost of \$53,250 and may be adjusted to meet originally scoped costs identified in the subaward agreement;

WHEREAS, Funding for this work was allocated in the Amended 2026 Budget and is sourced from DeKalb County American Rescue Plan Act (ARPA) allocated funds originally authorized by the City Council in January 2024; and

WHEREAS, The Poplar Park Development Committee (extension of the Public Art Installation Task Force approved by the City Council on June 30, 2026) is working to fully update the projected costs for the Poplar Park Project and having identified updated full costs of \$89,179 to date associated with the former scope of work and newly updated items; and

WHEREAS, Any project costs exceeding the available subaward funding will be the responsibility of the City of Pine Lake in cooperation with DeKalb County and will require an available and appropriated funding source; and

WHEREAS, The Contractors are ready willing and able to begin work on the originally scoped project up to \$53,250;

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Pine Lake, Georgia, that each Vendor identified above shall be the recipient of the part of the project identified, that the contract price for the entire project shall not exceed \$53,250, unless expressly authorized by the Governing Authority, that the Mayor pro tempore is expressly authorized to execute any and all documents, agreements, or other writings deemed necessary for the completion of the work, and that this Resolution shall take effect immediately upon approval by the Governing Authority.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 25th day of August, 2026.

THOMAS TORRENT
Mayor pro tempore

ATTEST:

NED DAGENHARD
Acting City Clerk

POPLAR PARK PROJECT PINE LAKE GEORGIA

PRIORITY	CATEGORY	STATUS	EXISTING FEE	UPDATED FEE	PROPOSED VENDOR	PRIORITY FEE TO DATE	HOURS EXPENDED	MAXIMUM HOURS	DATE	TOTAL
	PROJECT MANAGEMENT	IN PROGRESS	\$0.00	\$5,325.00	B KENDRICK	\$1,298.00	30	123		\$5,325.00
5	PRIVACY FENCING	QUOTE PENDING	\$2,500.00	\$10,000.00	SPECTRUM FENCE	\$10,000.00				
5	SOUND DAMPENING	QUOTE PENDING	\$5,000.00	\$15,000.00	SPECTRUM FENCE	\$15,000.00				
	PLANTINGS		\$12,000.00	\$12,000.00	SAULS NURSURIES					
	COVERED STAGE		\$9,000.00	\$9,000.00	IF NEEDED					
7	ELECTRICAL	QUOTE PENDING	\$11,000.00	\$14,500.00	R MILLER ELECTRICAL	\$14,500.00				
	TREE PROTECTION		\$2,000.00	\$2,500.00	TBD					
	SOIL AMENDMENTS		\$1,500.00	\$1,500.00	TBS					
3	TREE WORK AND BRUSH REMOVAL	QUOTE SUBMITTED	\$1,500.00	\$2,650.00	AVALON TREE SERVICE	\$2,650.00				
	BENCHES, TRASH CANS, SIGNAGE		\$1,250.00	\$2,500.00	BARCO PRODUCTS					
	RETAINING WALL		\$7,500.00	\$11,500.00	TBD					
2	SURVEY			\$1,000.00	TBD	\$1,000.00				
1	ARBORIST SURVEY	QUOTE SUBMITTED		\$1,062.00	CLARK, PATTERSON, LEE	\$1,062.00				
6	BOULDERS	DONATION		\$0.00	DEKALB COUNTY	\$0.00				
4	TEMPORARY SIGNAGE	QOUTE SUBMITTED		\$642.00	SIGNARAMA	\$642.00				
	ESTIMATES		\$53,250.00	\$89,179.00		\$46,152.00				



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: Beach House Project

RECOMMENDATION

Approve resolution authorizing improvements for the Pine Lake Beach House in the amount of \$79,415 including inside painting, kitchen cabinet installation, interior floor repair, and exterior drainage installation awarded to AHB General Contractors.

BACKGROUND

Consensus directions were received from City Council to revisit the cost to provide the interior painting, kitchen cabinet replacement and interior floor repair of the Beach House along with an outside drainage repair. Facilities marketing staff believes that rental engagements will increase if the attached repairs are made.

RESOURCE IMPACT

This project was budgeted in the Small Cities Intergovernmental Capital Outlay Fund (SCICO) as part of the City of Pine Lake 2026 Adopted Budget.

ATTACHMENTS

Resolution
Proposers' Cost Estimate Matrix

**A RESOLUTION AUTHORIZING IMPROVEMENTS FOR THE PINE LAKE BEACH
HOUSE IN THE AMOUNT OF \$79,415 AWARDED TO AHB GENERAL
CONTRACTORS FROM ALLOCATED FUNDS RECEIVED FROM THE SMALL
CITIES INTERGOVERNMENTAL CAPITAL OUTLAY FUND**

WHEREAS, The City obtained responses to a request for quotes (bids were not required because the total cost of the project was for less than \$100,000) for the renovation of the improvements to real property owned by the City of Pine Lake, also known as the Pine Lake Beach House; and

WHEREAS, The City's original budget for the project was \$90,000; and

WHEREAS, Funding for this work was allocated in the 2026 Budget and is sourced from the SPLOST II Intergovernmental Agreement with DeKalb County authorized by the City Council in 2024; and

WHEREAS, The Contractor is ready, willing and able to begin work;

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Pine Lake, Georgia, that the Vendor identified above shall be the recipient of the part of the project identified, that the contract price for the entire project shall not exceed \$79,415, unless expressly authorized by the Governing Authority, that the Mayor pro tempore is expressly authorized to execute any and all documents, agreements, or other writings deemed necessary for the completion of the work, and that this Resolution shall take effect immediately upon approval by the Governing Authority.

ADOPTED by the Mayor and Council of the City of Pine Lake, this 25th day of August, 2026.

THOMAS TORRENT
Mayor pro tempore

ATTEST:

NED DAGENHARD
Acting City Clerk

BEACH HOUSE REHABILITATION						
VENDOR	KITCHEN CABINET REPLACEMENT	INTERIOR FLOOR REPAIR	INTERIOR PAINT	OUTDOOR DRAINAGE		TOTAL RECOMMENDED COSTS
Cliff Averett	NO SUBMITTAL	NO SUBMITTAL	NO SUBMITTAL	NO SUBMITTAL		\$0.00
AHB GENERAL CONTRACTORS	\$19,115.00	\$38,850.00	\$9,450.00	\$12,000.00	\$67,415.00	\$79,415.00
SUBTOTAL						
					\$67,415.00	\$79,415.00



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: Budget Amendment – Cows of DeKalb County Grant

RECOMMENDATION

Approve resolution amending the Fiscal Year 2026 budget to recognize \$5,000 in grant revenue from Arts DeKalb for the Cows of DeKalb County public art project and appropriate the related grant expenditures in accordance with the terms of the grant.

BACKGROUND

The City of Pine Lake has been selected to participate in the Cows of DeKalb County public art project administered through Arts Dekalb. The City is to receive \$5,000 in grant funding associated with the project.

Based on information provided to the City, the grant funding is anticipated to support approximately \$3,000 in artist costs and \$2,000 in City project costs, including transportation, installation, materials, maintenance, and other eligible costs associated with placement of the sculpture.

The proposed location for the sculpture is the pocket park at Pine and Forest, across from the Police Department. Public Works is anticipated to assist with installation of the sculpture, including preparation of an appropriate surface and anchoring of the sculpture.

The grant revenue and related expenditures were not included in the City's adopted Fiscal Year 2026 budget. A budget amendment is therefore necessary to recognize the grant revenue and establish expenditure authority for eligible project costs.

RESOURCE IMPACT

The budget amendment will increase Fiscal Year 2026 grant revenue by \$5,000 and increase authorized expenditures related to the Cows of DeKalb County project by \$5,000, resulting in no anticipated net impact to the General Fund from expenditures covered by the grant.

Grant expenditures will be separately identified and tracked in the City's accounting records and will be limited to costs allowable under the terms of the grant.

Any project costs exceeding the \$5,000 grant award, or costs determined to be ineligible for reimbursement under the grant, will be the responsibility of the City of Pine Lake and will require an available and appropriated City funding source.

ATTACHMENTS

Fiscal Year 2026 Budget Amendment – Cows of DeKalb County Grant Resolution
Arts DeKalb Grant Documentation

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM DEKALB COUNTY FOR THE PURPOSE OF PARTICIPATING IN THE COWS OF DEKALB COUNTY PUBLIC ART PROJECT, TO AUTHORIZE A DEDICATED ACCOUNT FOR SUCH FUNDS, TO SEGREGATE THE FUNDS FROM THE GENERAL FUND OF THE CITY SO THAT THEY ARE USED EXPLICITLY FOR THE PURPOSE PROPOSED, AND FOR OTHER PURPOSES

WHEREAS, The City of Pine Lake has been selected to participate in the Cows of DeKalb County public art project administered through Arts DeKalb and Council Member Stephanie Kohler has been designated as the City's coordinating representative and point of contact with Arts DeKalb and DeKalb County representatives;

WHEREAS, The money provided in the grant may only be used for the purposes designated;

WHEREAS, The funds will need to be segregated from the General Fund so that there is the ability to account for their use to the County, if asked;

WHEREAS, The amount of the grant is \$5,000;

NOW THEREFORE, the Governing Authority of the City of Pine Lake in an open and public meeting HEREBY RESOLVE as follows:

That the City shall accept the Grant and its conditions with the thanks of the Governing Authority and the neighbors of Pine Lake;

That the City Manager recommends for adoption of a Budget Amendment, as may be needed, to account for the receipt of these funds;

That the City Manager or his designee shall establish a separate banking account, if deemed necessary by the City Manager, to hold the funds apart and separate from the General Funds of the City;

That the City Manager, or his designee, shall establish a separate accounting line item in the City's records to record this receipt of funds and to allow the expenditures from it to be tracked and reported separate from the General Fund expenditures of the City;

The City Manager, or his designee, will direct the utilization of the funds in accordance with the terms of the Grant from the County.

So Resolved, this 25th day of August 2026.

Thomas Torrent
Mayor pro tempore

ATTEST:

Ned Dagenhard
City Clerk



Chief Executive Officer
Lorraine Cochran-Johnson

June 29, 2026

Dear Mayors, City Managers, City Council Members, and Community Partners,

DeKalb County is proud to announce the launch of **DeKalb's 12+1 Initiative: The Cows of DeKalb County**, an exciting countywide public art initiative that will celebrate the unique identity, culture, history, and creativity of each of our municipalities while strengthening the quality of life throughout DeKalb County.

This initiative represents far more than a public art installation, it is the beginning of a unified arts movement designed to connect our communities, support local artists, encourage tourism, create memorable public spaces, and foster civic pride across DeKalb County.

As part of this initiative, each of DeKalb County's twelve municipalities will receive a life-sized fiberglass sculptured cow that will become a permanent public art installation uniquely designed for your city.

Each cow will be transformed by an artist selected by your city into a one-of-a-kind work of art that tells your community's story. Whether inspired by history, culture, architecture, nature, education, innovation, diversity, or local traditions, every cow will become a visual representation of what makes your city special.

This collaborative project is intended to:

- Celebrate the identity and character of every DeKalb community.
- Support and showcase local artists.
- Support the creation of engaging public spaces that residents and visitors can enjoy.
- Encourage travel throughout all thirteen participating communities.

Your partnership is essential to making this initiative a success, and we look forward to working together to create a public art experience that reflects the creativity, diversity, and spirit of every community throughout DeKalb County. Each city will receive a \$5,000 grant towards the retention of an artist to design their cow. Cow designs should be completed by November 15th. Once complete, a cow reveal will be planned and a web page that features all cows.

Thank you for your commitment to helping make DeKalb County a vibrant destination where creativity and community come together.

We can't wait for you to meet your cow.

Sincerely,

Lorraine Cochran-Johnson, M.P.A., M.S.
Chief Executive Officer

Board of Commissioners

District 1
Robert Patrick

District 2
Michelle Long Spears

District 3
Nicole Messiah

District 4
Chakira Johnson

District 5
Mereda Davis Johnson

District 6
Edward "Ted" Terry

District 7
Ladana Bolton



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: DeKalb County American Rescue Plan Act Funding – Subaward Agreement Amendment for Poplar Park

RECOMMENDATION

Motion to approve the amendment to the DeKalb County American Rescue Plan Act (ARPA) Subaward Agreement for the Poplar Park Project and authorize the Mayor Pro Tempore to execute the amendment on behalf of the City.

BACKGROUND

The City of Pine Lake was awarded \$53,250 in DeKalb County American Rescue Plan Act funding for improvements to Poplar Park. The original Subaward Agreement was executed in January 2024 and established the terms and conditions governing the City's use of the funds for the Poplar Park project. The City received the \$53,250 subaward funding in June 2026.

On July 28, 2026, the City Council adopted a resolution formally accepting the grant and its conditions and authorizing the City Manager, or designee, to establish appropriate accounting controls to separately identify and track the receipt and expenditure of the grant funds. The resolution further provides that the City Manager will direct construction of the Poplar Park improvements in accordance with the terms of the County grant.

Because certain dates and/or performance provisions contained in the original Subaward Agreement require updating, DeKalb County and the City are proceeding with an amendment to the agreement to allow completion of the Poplar Park project under updated terms. The amendment presented for Council consideration will establish the revised terms applicable to the City's completion and administration of the project. All expenditures will remain subject to the eligible-use requirements and other conditions of the DeKalb County subaward.

RESOURCE IMPACT

The City has received \$53,250 in DeKalb County ARPA subaward funding for the Poplar Park Project. Grant revenues and related expenditures will be separately identified and tracked in the City's accounting records to ensure that the funds are used only for eligible Poplar Park project costs and can be properly reported to DeKalb County.

The City's subaward from ARPA funds is limited to \$53,250. Any unspent funds remaining after completion of the project, or funds determined to be ineligible under the Subaward Agreement as amended, will be handled in accordance with the terms of the agreement.

Any project costs exceeding the available subaward funding will be the responsibility of the City of Pine Lake in cooperation with DeKalb County and will require an available and appropriated funding source.

ATTACHMENTS

DeKalb County ARPA Subaward Agreement Amendment – Poplar Park

STATE OF GEORGIA

COUNTY OF DEKALB

**AMENDMENT NO. 1
TO
DEKALB COUNTY CONTRACT NO. 1363604**

THIS AMENDMENT NO. 1 is effective as of December 31, 2025, and is made by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and **CITY OF PINE LAKE**, a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the County and **CITY OF PINE LAKE** previously entered into a certain Contract dated January 31, 2024, (DeKalb County Contract No. 1363604) (hereinafter referred to as the “Agreement” or “Contract”) to develop a public park, Poplar Park, to improve the mental and physical health and well-being of residents impacted by the short-term and long-term effects of COVID-19 in DeKalb County, Georgia; and

WHEREAS, said Contract shall expire December 31, 2025; and

WHEREAS, the County and **CITY OF PINE LAKE** desire to amend provisions concerning contract time and term to allow for the continuance of work through the timeframe allowed by relevant federal law and guidance; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Agreement is hereby amended as follows:

A. **DELETE ARTICLE Numbered Paragraph 1** in its entirety. **INSERT REVISED Numbered Paragraph 1** as follows:

1. This Agreement is effective from execution through December 31, 2026. All funding must be obligated by December 31, 2025, and expended by December 31, 2026.

B. DELETE APPENDIX B in its entirety. **INSERT THE ATTACHED APPENDIX B.**

II. NO ADDITIONAL MODIFICATION. All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have set their hands and seals as of the day and year above written.

CITY OF PINE LAKE

DEKALB COUNTY, GEORGIA

By: _____
Thomas Torrent
Mayor Pro Tempore

By: _____ **by Dir.** (SEAL)
LORRAINE COCHRAN-JOHNSON
Chief Executive Officer
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

Deborah Sherman
Assistant Director, Grants & Compliance
DeKalb County, Georgia

APPENDIX B

DeKalb County, Georgia Subrecipient Reporting and Monitoring Guidance

Subrecipient Name	CITY OF PINE LAKE
Subrecipient Unique Entity Identifier:	LMQ8UNF7LH44
FAIN (Federal Award Identification Number):	SLFRP002
Federal Award Date of Award to the Recipient by the Federal Agency:	March 11, 2021
Subaward Period of Performance Start Date:	May 23, 2023
Subaward Period of Performance End Date:	December 31, 2026
Subaward Budget Period Start Date:	May 23, 2023
Subaward Budget Period End Date:	December 31, 2025
Total amount of award to Subrecipient	\$53,250
Name of Federal Awarding Agency:	U.S. Department of Treasury
Federal Program Assistance Listing Name:	21.027 - Coronavirus State and Local Fiscal Recovery Funds
Name of Pass-Through Entity:	DeKalb County, Georgia
The award is for R&D?	No

Program Description: As a subrecipient of ARPA funds, ***CITY OF PINE LAKE*** (“Subrecipient”) is assigned the fiscal responsibility of budget, accounting, and reporting of expenditures allowed by the Agreement in compliance with 2 CFR 200, generally accepted accounting principles and Final Rule criteria.

Subrecipient may use ARPA funds for the development of a public park, Poplar Park, to improve the mental and physical health and well-being of residents impacted by the short term and long-term effects of COVID-19

Fiscal Standards:

1. The subrecipient must comply with 2 CFR 200 for accounting standards and cost principles.
2. The subrecipient must comply with DeKalb County policies and 2 CFR 200 for conflicts of interest and procurement.
3. The subrecipient may not deposit funds into a pension fund, offset the debt of the organization, satisfy a judgment or settlement, or contribute to a “rainy day” fund, or use it as the nonfederal share of Medicaid or CHIP programs.
4. No more than 10% of the ARPA funds may be used for administrative costs.
5. Any funds that are not expended as authorized under this Agreement must be refunded to the County within 30 days of receipt of written notice for a refund provided by the County.
6. Any funds that are not expended within the anticipated time frame under this Agreement are subject to recapture. If requested, a refund to the County must be made within 30 days of receipt of a written notice for a refund provided by the County.
7. The County’s determination that an expenditure is eligible does not relieve the sub-

8. recipient of its duty to repay the County in full for any expenditures that are later determined by the County or the federal awarding agency, in each of its sole discretion, to be ineligible expenditures or the discovery of duplication of benefits.
9. The subrecipient has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Subrecipient will also report all suspected fraud to the County.
10. The subrecipient must submit quarterly reports to DeKalb County.
11. All funding must be obligated by December 31, 2025, and expended by December 31, 2026.

A. Expenditure Summary

Expenditure reporting will reconcile actual costs with budgeted expenditures based on the advance funding award to FDHA.

B. Performance Success Summary

The sub-recipient will provide a report of key milestones for the past period. This will include the identification of specific cost areas to be covered by grant funds and revisions of budget areas.

C. Supporting Documentation

Supporting Documentation must be retained to clearly support expenditures and costs.



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: 2026-27 Employee Group Insurances Renewal (Health, Dental, and Vision)

RECOMMENDATION

Approve resolution renewing health insurance services with Anthem (Blue Cross/Blue Shield), *Option 1*, the City's current provider of health insurance and dental and vision insurance services with Humana for the October 1, 2026-September 30, 2027 term.

BACKGROUND

On an annual basis, the City's health insurance administrator, Landmark Insurance, negotiates health benefit quotes on behalf of the Pine Lake Municipal Government. The resulting quotes consider market rates, any claims filed during the previous year, as well as the City's history of engaging with particular insurers. To the latter factor, loyalty may result in a lower rate-of-increase year-over-year.

There were six (6) responses to negotiations—(4) from Anthem (Blue Cross/Blue Shield) for the 2026-2027 term:

- Anthem (Blue Cross/Blue Shield)
 - *Option 1* [Current Plan: \$2500 Annual Deductible (AD); 90/10 Coinsurance – after AD, insurance pays 90% of cost and employee pays 10%] **RECOMMENDED**

An annual cost of \$107,126.28, a 17.99% increase relative to the 2025-2026 term.
 - *Option 2* [Alternate Plan: \$3500 Annual Deductible (AD); 80/20 Coinsurance – after AD, insurance pays 80% of cost and employee pays 20%] **NOT RECOMMENDED**

An annual cost of \$102,552.48, a 12.95% increase relative to the 2025-2026 term.
 - *Option 3* [Alternate Plan: \$6500 Annual Deductible (AD); 70/30 Coinsurance – after AD, insurance pays 70% of cost and employee pays 30%] **NOT RECOMMENDED**

An annual cost of \$95,371.56, a 5.04% increase relative to the 2025-2026 term.

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- *Option 4* [Alternate Plan: \$5000 Annual Deductible (AD); 80/20 Coinsurance – after AD, insurance pays 80% of cost and employee pays 20%] **NOT RECOMMENDED**

An annual cost of \$90,168.12, a 0.69% increase relative to the 2025-2026 term.

- Aetna [Alternate Plan: \$2500 Annual Deductible (AD); 80/20 Coinsurance – after AD, insurance pays 80% of cost and employee pays 20%] **NOT RECOMMENDED**

- An annual cost of \$117,444.60, a 29.40% increase relative to the 2025-2026 term.

- Angle [Alternate Plan: \$2000 Annual Deductible (AD); 80/20 Coinsurance – after AD, insurance pays 80% of cost and employee pays 20%] **NOT RECOMMENDED**

- An annual cost of \$156,288.96, a 72.10% increase relative to the 2025-2026 term.

There was no increase associated with the City's vision insurance; however, there was a 9% increase associated with the City's dental insurance, resulting in an annualized increase of \$473.25.

Both insurance programs are provided by Humana. As the City has fewer than (11) employees enrolled in vision and dental insurance, Landmark Insurance was unable to go to market.

RESOURCE IMPACT

Adoption of the resolution will result in an increase of \$16,331.76 to the *Group Insurance (100.xx00.0000.512100)* line item across departments with an incremental impact of \$4,082.94 to the fiscal year (FY) 2026 budget; an amount of \$12,248.82 will be included as the incremental impact in the FY 2027 budget.

ATTACHMENTS

Resolution R-2026-46
2026-27 Health Insurance Plan Proposals

A RESOLUTION APPROVING THE CONTRACT AND AUTHORIZING THE MAYOR PRO
TEMPORE TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACQUISITION
AND PROVIDING OF HEALTH, DENTAL, AND VISION INSURANCE SERVICES FOR
EMPLOYEES OF THE CITY AND FOR OTHER PURPOSES

- WHEREAS, the City of Pine Lake (“Pine Lake”) is a Georgia Municipal Corporation, authorized and existing under the laws of the State of Georgia, and
- WHEREAS, the Charter of the City of Pine Lake as restated in 2024, authorizes the City to contract for necessary city services, and
- WHEREAS, the Administration has obtained and communicated a recommendation for the health, dental, and vision insurance providers for the 2026-27 term year, and
- WHEREAS, the City’s health insurance administrator, Landmark Insurance, solicited and negotiated health benefit quotes on behalf of the Pine Lake Municipal Government, and
- WHEREAS the City’s current employee group health insurance provider, Anthem (Blue Cross/Blue Shield), has offered multiple renewal rates and modified health plans and their option 1 proposal is recommended for the October 1, 2026-September 30, 2027 term, and
- WHEREAS, the City’s current employee group vision and dental insurance provider, Humana, provided a 9% increase in plan costs for dental insurance, but did not alter plan costs for vision insurance for the October 1, 2026-September 30, 2027 term, and
- WHEREAS, the City’s health insurance administrator, Landmark Insurance, was unable to go to market for vision and dental insurance due to the relatively low number of enrolled employees, and
- WHEREAS, the Governing Authority expressly finds that providing quality health, dental, and vision insurance for employees is an essential part of obtaining and retaining qualified employees and exceptional candidates for employment with the City;

NOW THEREFORE, the Governing Authority of the City of Pine Lake, in an open and public meeting, approves the respective contracts with Anthem (Blue Cross/Blue Shield) and Humana for the period October 1, 2026 to September 30, 2027, that the Mayor pro tempore is authorized to sign any and all documents necessary to give effect to this resolution, and the City Clerk is authorized to correct any scrivener’s errors in this Resolution.

ADOPTED by the City Council of the City of Pine Lake, this 25th day of August 2026.

THOMAS TORRENT
Mayor pro tempore

ATTEST:

NED DAGENHARD
City Clerk



Effective: 10/01/2026

	Current	Renewal	Option	Option	Option	Option	Option
	Anthem		Anthem	Anthem	Anthem	Aetna	Angle
Plan Benefit Summary	Open Access	Open Access	Open Access	Open Access	Open Access	AFA CPOSII 2500 80/50 CY V26 30023737	ANG TRAD 2000 4000
Annual Deductible	\$2,500	\$2,500	\$3,500	\$6,500	\$5,000	\$2,500	\$2,000
Primary Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$30 Copay	\$35 Copay	\$20 Copay
Specialist Copay	\$70 Copay	\$70 Copay	\$70 Copay	\$70 Copay	\$70 Copay	\$75 Copay	\$50 Copay
Coinsurance (In/Out)	90%	90%	80%	70%	80%	80%	80%
Out of Pocket Max	\$4,500	\$4,500	\$6,000	\$9,200	\$7,500	\$6,500	\$4,000
Emergency Room	\$350 Copay plus Deductible & Coinsurance	\$350 Copay plus Deductible & Coinsurance	\$350 Copay plus Deductible & Coinsurance	\$350 Copay plus Deductible & Coinsurance	\$350 Copay plus Deductible & Coinsurance	\$300 Copay plus Deductible & Coinsurance	\$250 Copay plus Deductible & Coinsurance
Urgent Care	\$70 Copay Deductible & Coinsurance	\$70 Copay Deductible & Coinsurance	\$70 Copay Deductible & Coinsurance	\$70 Copay Deductible & Coinsurance	\$70 Copay Deductible & Coinsurance	\$75 Copay Deductible & Coinsurance	\$75 Copay Deductible & Coinsurance
Hospital	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Preventive Care	None	None	None	None	None	None	None
Rx Deductible	\$10 Copay	\$10 Copay	\$10 Copay	\$10 Copay	\$15 Copay	\$3 / \$10 Copay	\$20 Copay
Rx Tier 1	\$60 Copay	\$60 Copay	\$60 Copay	\$60 Copay	Deductible &	\$50 Copay	\$60 Copay
Rx Tier 2	\$90 Copay	\$125 Copay	\$125 Copay	\$125 Copay	Deductible &	\$80 Copay	\$85 Copay
Rx Tier 3	20% Coinsurance	20% Coinsurance	20% Coinsurance	20% Coinsurance	Deductible &	20% Coinsurance	20% Coinsurance
Rx Tier 4							
RATES	Anthem		Anthem	Anthem	Anthem	Aetna	Angle
Employee	9 \$840.69	\$991.91	\$949.56	\$883.07	\$834.89	\$1,087.45	\$1,447.12
Employee & Spouse	0 \$1,765.45	\$2,083.01	\$1,994.08	\$1,854.45	\$1,753.27	\$2,429.02	\$3,038.95
Employee & Child(ren)	0 \$1,639.35	\$1,934.22	\$1,851.64	\$1,721.99	\$1,628.04	\$2,261.31	\$2,749.53
Family	0 \$2,564.10	\$3,025.33	\$2,896.16	\$2,693.36	\$2,546.41	\$3,491.12	\$4,486.07
MONTHLY COST	\$7,566.21	\$8,927.19	\$8,546.04	\$7,947.63	\$7,514.01	\$9,787.05	\$13,024.08
ANNUAL COST	\$90,794.52	\$107,126.28	\$102,552.48	\$95,371.56	\$90,168.12	\$117,444.60	\$156,288.96
Increase/Decrease		17.99%	12.95%	5.04%	-0.69%	29.4%	72.1%



COUNCIL AGENDA MEMORANDUM (CAM)

TO: City Council

FROM: Stanley D Hawthorne, City Manager *Stanley Hawthorne*

DATE: August 25, 2026

TITLE: City Attorney Confirmation/Appointment

RECOMMENDATION

Approve resolution confirming the recommendation of the City Manager and appointing a City Attorney, in accordance with the Pine Lake City Charter, Section 3.12.

BACKGROUND

Late on the late afternoon of July 12, 2026, the City received an email notice of the former City Attorney's resignation. Thereupon, a process for the solicitation, recruitment and selection for City Attorney was commenced. By the early evening of July 12, I advised the City Council of the following:

'Unlike for "Acting city manager" found in Section 2.29, the City Charter does not provide for an Acting City Attorney. For the appointment of "City attorney," Section 3.12 prescribes a selection process: "The city manager, as chief executive officer of the city, shall use the city's administrative resources to identify candidates and to present recommendations to the city council as to appointment of a city attorney. The recommendation of the manager is subject to confirmation by the city council.'

I further advised City Council that the process for selection would begin immediately including advertisements for soliciting prospective candidates and to present recommendations to the city council as to confirm the appointment of a city attorney, according to the Charter. With the lack of notice from the former City Attorney, unfortunately, the City would likely be inconvenienced during the transitional period. I advised that I would keep the Council posted on the administration's progress.

On July 13, the Personnel Officer (among other hats), Ned Dagenhard, began the advertising of the City Attorney position opening through the Georgia Municipal Association's local government access marketplace and the national publication, govjobs.com. A request for qualifications (RFQ) was also sent to various law firms. We set a 3-week deadline for candidates and RFQ submissions, a timetable that we believed would put us on course for recommendations by the end of August.

On August 3, Personnel Officer Dagenhard emailed me the following message: "As we close out our City Attorney search, I am pleased to provide you with a healthy list of potential candidates. From my cursory

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review of receivables, this pool is represented by varying credentials and firm sizes, as well as regions in the state where most of their work has been focused.”

My reply to the Personnel Officer: ‘I concur with your assessment that we have "a healthy list of potential candidates." Please coordinate teleconference interviews of up to 90 minutes with each applicant or firm, preferably on a day or series of dates on or before August 14, 2026. Missye can assist in coordinating, as you determine. The City's first panel should consist of members from the Community Building Team (CBT) including you, Police Chief, Court Administrator, and me. Mr. Kendrick is desired to participate but optionally required given his time limitations. The second panel will consist of the City Council, tentatively to be scheduled as in person presentations on August 25, 2026, based on finalist recommendations from the Community Building Team.’

Interviews by the first panel (administrative resources) for all qualified candidates were scheduled during the week of August 10 through August 14, 2026. On August 7, I provided the following guidance to the panel members:

‘Panel Members, my preference for interviews are informal. My questions usually center on information provided in each candidate’s application or request for qualifications. I will kick off each interview providing introductions of the panel, historical reference, current circumstances, what the rest of the selection process will be, and then allow the candidate to provide an overview of their (and firm’s) background and experience. Each member of the panel represents a distinct functional area so your questions should range from your area of responsibility and support anticipated to other more general questions, if you choose. After our round table question, we’ll give the candidates an opportunity for questions. I thank each of you for your participation. Enjoy your weekend and see you for our first panel on Monday morning.’

During the interview period, I advised the panel of the scoring matrix for assessing candidates:

‘Thank you for your participation in the City Attorney Selection Process. We have had four productive interview sessions with one remaining on tomorrow. I am leaning towards making a singular or short list recommendation for ratification or selection by the City Council but the process would entail introducing either all five candidates or a short list of candidates, while allowing for presentation/question rounds of up to 30 minutes for each (or short list) attorney (firm) at the August 25 City Council Business Meeting (a potentially long evening) in executive session; I have not made a final determination but I believe a more formal review by the administrative panel members will help the efficiency of ratification.

Panel Members, I have developed a score sheet template (attached in Word and pdf forms for individual discretionary choice) requiring completion individually by the close of business next Tuesday. Ned, I will need you to compile a composite summary by the close of business next Thursday. I will use the score sheets and composite summary for my recommendation. Missye, by the close of next week, I will need you to complete two reference questionnaires (attachment) per candidate (firm). The proposal from each firm is found in the first attachment and should include each firm's listing of references. Ned, because of his familiarity in compiling this document, can help you navigate the file for the listing of references. Only two references per firm is needed in case of lack of response. Use your discretion for outreach and feedback whether by telephone or email communications.’

On August 13, I provided a comprehensive update to Council Members on the process and shared the submissions of the interviewed or interviewing firms that are candidates for City Attorney with the

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following introduction: ‘For your information only, you will find attached an update on the City Attorney Recruitment and Selection Process. While sharing this content at this point is process incomplete and premature to the Charter specified outcome, I believe it at least gives the Council some further insight to the yet evolving process given the very short timeline to fulfill the recruitment and selection process. I have asked Mr. Dagenhard to reach out to each of the qualified firms to prepare a final contractual proposal; each of those proposals will be available and shared with you, as may be needed, if the City Council chooses to make an appointment on August 25.’

On Wednesday, August 19, Personnel Officer Dagenhard emailed me the aggregate evaluation scores assessed by the Panel. A more detailed composite summary is attached as an attachment to the CAM.

<u>Firm</u>	<u>City Attorney Designee</u>	<u>Grade Score (%)</u>	<u>Aggregate Points</u>
Carothers & Mitchell, LLC	Angela Couch	91.6%	110
The Samuels Firm	Jack Samuels	86.7%	104
Holiday Ingraham Law, LLC	Deana Holiday Ingraham	81.7%	98
Law Office of Douglas T. Kidd, P.C. Doug Kidd		77.5%	93
Thompson O’Brien et al P.C.	William “Bill” Diehl	76.7%	92

Accordingly, I have prepared the resolution with the top-ranked firm, Carothers & Mitchell, LLC, as the City Manager’s recommendation for appointment as City Attorney. Should the City Council not confirm the City Manager’s recommendation, I recommend the second-ranked firm, The Samuels Firm, for appointment as City Attorney. Both the first and second-ranked firms are invited to meet with the City Council separately in Executive Session to answer your questions during the August 25, 2026 Business Meeting.

RESOURCE IMPACT

The cost of City Attorney services are sufficiently budgeted for in the 2026 Adopted Budget.

ATTACHMENTS

Resolution
Detailed Composite Summary
Contract Proposals

**A RESOLUTION OF THE CITY OF PINE LAKE TO CONFIRM THE
RECOMMENDATION OF THE CITY MANAGER AND APPOINT A CITY ATTORNEY;
AND APPROVE THE CONTRACT FOR SERVICES FOR THE CITY ATTORNEY, TO
AUTHORIZE THE CORRECTION OF SCRIVENER'S ERRORS, AND FOR OTHER
PURPOSES**

WHEREAS, Section 3.12 of the Charter of the City of Pine Lake places the appointment authority of the City Attorney in the City Council; and

WHEREAS, Section 3.12 of the Charter also provides that the City Manager, as chief executive officer of the city, shall use the city's administrative resources to identify candidates and to present recommendations to the City Council as to appointment of a City Attorney; and

WHEREAS, Section 3.12 of the Charter states that the recommendation of the manager is subject to confirmation by the City Council; and

WHEREAS, Section 3.12 of the Charter also requires that the City Council provide for the payment of such attorney or attorneys for services rendered to the city; and

WHEREAS, The proposed contract (agreement) for the City Attorney is attached to this resolution as Exhibit A;

WHEREAS, The City Council finds the fees charged and terms of the agreement reasonable and acceptable; and

NOW THEREFORE, BE IT RESOLVED by the Governing Authority of the City of Pine Lake, Georgia, in an open and public meeting, that the City Council appoints Carothers & Smith, LLC Attorney At Law, designating Angela C. Couch as their chief representative as City Attorney for Pine Lake; and approves the contract attached to this resolution as Exhibit A; and authorizes the Mayor pro tempore to sign any and all documents necessary to carry out the intent of this resolution, and

BE IT FURTHER RESOLVED, that his resolution is effective immediately upon the Mayor pro tempore's signature and the City Clerk is authorized, in consultation with the City Attorney, to make any changes or modifications to this resolution as may be necessary to give full effect to the intent of the City Council.

ADOPTED by the City Council of the City of Pine Lake, this 25th day of August, 2026.

THOMAS TORRENT
Mayor pro tempore

ATTEST:

NED DAGENHARD
City Clerk



City Attorney Selection Evaluation Scorecard

Candidate (Firm) Angela C. Couch, Carothers & Mitchell, LLC

Evaluator Panel Average

Signature _____

The selection evaluation criteria for a City Attorney typically include assessing legal expertise, communication skills, and the ability to work collaboratively with the city council and staff. These criteria ensure that the attorney can effectively represent the city's interests and provide sound legal advice. Evaluation Criteria for City Attorney Selection: Understanding the key evaluation criteria is essential for effective selection.

Scoring Legend:

Score candidates on a 1-to-5 scale for each criterion: 5 = Excellent (exceeds all requirements) / 4 = Above Average (Meets all requirements) / 3 = Average (Meets basic requirements) / 2 = Below Average (Lacks depth) / 1 = Poor (Fails minimums)

Criteria/Scoring:

- Legal Expertise — Candidates should demonstrate a strong background in municipal law and relevant legal experience. **Score** 5
- Communication Skills — Effective verbal and written communication is crucial for advising the city council and interacting with the public. **Score** 4.5
- Collaborative Ability — The attorney must work well with city officials and staff to foster a productive working relationship. **Score** 4.75
- Ethical Standards — Adherence to ethical guidelines and the ability to provide unbiased legal advice is essential. **Score** 4.5
- Problem-Solving Skills — The ability to navigate complex legal issues and provide practical solutions is highly valued. **Score** 4.75
- Fee Structure — Clarity of hourly rates or retainers. Value provided relative to cost. **Score** 4

Total Score 27.5



CITY ATTORNEY CANDIDATE INTERVIEW COMMENTS

ANGELA COUCH

"Ms. Angela appears to be very knowledgeable and experienced. She is firm and confident, but also flexible enough to assess each situation and tailor her approach to Pine Lake's unique culture and needs.

She seems stern when necessary, but not intimidating or overbearing. I also like that she appears willing to address the "little things" that matter in Pine Lake's daily operations. She seems approachable, supportive of staff, and willing to work with the team.

Overall, I believe Ms. Angela would bring a strong, balanced approach and could be a good fit for Pine Lake."

From the Courts' perspective, Angela Couch brings an exceptionally well-rounded understanding of Municipal Court and municipal government. Her experience as a judge, prosecutor, City Attorney, and City Solicitor gives her firsthand knowledge of the different roles and responsibilities that must work together for a municipal justice system to function effectively.

I have worked with Angela firsthand, and that experience gives me confidence in her abilities, professionalism, responsiveness, and understanding of the Court's needs. Based on that experience, I believe her knowledge and level of service make her proposed rate a strong value for the city.

Another strength is that Angela has the full support of Carothers & Mitchell, LLC. Having the resources and backing of an established firm provides the City with additional depth and expertise when matters arise that require specialized knowledge or additional legal resources. That support is an important benefit to the City of Pine Lake and the Court.

Overall, I believe Angela's combination of judicial, prosecutorial, and municipal legal experience, along with my firsthand experience working with her, makes her a strong candidate for the City Attorney position. From the Courts' perspective, I believe she would bring both legal knowledge and a practical understanding of how to work effectively with the Court while respecting its role and independence.



City Attorney Selection Evaluation Scorecard

Candidate (Firm) The Samuels Firm - Jack A. Samuels

Evaluator Panel Average

Signature _____

The selection evaluation criteria for a City Attorney typically include assessing legal expertise, communication skills, and the ability to work collaboratively with the city council and staff. These criteria ensure that the attorney can effectively represent the city's interests and provide sound legal advice. Evaluation Criteria for City Attorney Selection: Understanding the key evaluation criteria is essential for effective selection.

Scoring Legend:

Score candidates on a 1-to-5 scale for each criterion: 5 = Excellent (exceeds all requirements) / 4 = Above Average (Meets all requirements) / 3 = Average (Meets basic requirements) / 2 = Below Average (Lacks depth) / 1 = Poor (Fails minimums)

Criteria/Scoring:

- Legal Expertise — Candidates should demonstrate a strong background in municipal law and relevant legal experience. **Score** 4
- Communication Skills — Effective verbal and written communication is crucial for advising the city council and interacting with the public. **Score** 4
- Collaborative Ability — The attorney must work well with city officials and staff to foster a productive working relationship. **Score** 4.25
- Ethical Standards — Adherence to ethical guidelines and the ability to provide unbiased legal advice is essential. **Score** 4.5
- Problem-Solving Skills — The ability to navigate complex legal issues and provide practical solutions is highly valued. **Score** 4.5
- Fee Structure — Clarity of hourly rates or retainers. Value provided relative to cost. **Score** 4.75

Total Score 26



CITY ATTORNEY CANDIDATE INTERVIEW COMMENTS

JACK SAMUELS

"Good, comfortable interview. I liked the Jack and Bubba tag-team approach—it gave me an "all hands on deck" feeling. Mr. Jack stood out with his focus on vision casting, including the idea of a retreat as a group learning opportunity. I also liked that local government is their specialty and his approach to training the organization, especially with a newer governing authority. Bubba seems a little sterner and, for lack of a better phrase, "understands the assignment." His experience with Monroe is also favorable, as Monroe appears comparable to Pine Lake in some of the challenges and dynamics of local government.

Their DDA experience and "public defender energy" were welcoming and gave me the impression that they understand both sides of government legal matters while still being approachable. Bubba understood the assignment.

My only reservation (Jack) is whether the overall approach will be stern and direct enough when Pine Lake needs firm legal guidance and clear boundaries."

Bubba Samuels

From the Courts' perspective, Bubba brings a particularly valuable depth of experience to the City Attorney role. In addition to his experience as a Municipal Court Judge, he served as President of the Council of Municipal court Judges. In that leadership capacity, he convened town halls and worked collaboratively with judges and stakeholders to address the unprecedented challenges courts faced during the COVID-19 pandemic. His leadership helped shape practical approaches for keeping Municipal Courts operational while balancing public safety, access to justice, and the independence of the judiciary. That firsthand judicial experience, coupled with his statewide leadership and understanding of municipal government, would bring a unique and knowledgeable perspective to the City Attorney position"

Jack Samuels

From the Courts perspective, Jack brings a well-rounded understanding of Municipal Court Operations and the various roles within the justice system. His experience as an associate to Bubba gave him direct exposure to municipal law and judicial leadership, while his service as both a solicitor and public defender provided firsthand experience representing the interests of the prosecution and the defense. Having worked from multiple perspectives within the courtroom gives Jack a practical understanding of the prosecution and the defense. Having worked from multiple perspectives within the courtroom gives Jack a practical understanding of the challenges faced by judges, prosecutors, defense counsel, and court administration. That breadth of experience would be an asset in the City Attorney role, particularly when advising the city on matters that directly impact Municipal Court operations.



City Attorney Selection Evaluation Scorecard

Candidate (Firm) Holiday Ingraham Law LLC - Deana Holiday Ingraham

Evaluator Panel Average

Signature _____

The selection evaluation criteria for a City Attorney typically include assessing legal expertise, communication skills, and the ability to work collaboratively with the city council and staff. These criteria ensure that the attorney can effectively represent the city's interests and provide sound legal advice. Evaluation Criteria for City Attorney Selection: Understanding the key evaluation criteria is essential for effective selection.

Scoring Legend:

Score candidates on a 1-to-5 scale for each criterion: 5 = Excellent (exceeds all requirements) / 4 = Above Average (Meets all requirements) / 3 = Average (Meets basic requirements) / 2 = Below Average (Lacks depth) / 1 = Poor (Fails minimums)

Criteria/Scoring:

- Legal Expertise — Candidates should demonstrate a strong background in municipal law and relevant legal experience. **Score** 3.75
- Communication Skills — Effective verbal and written communication is crucial for advising the city council and interacting with the public. **Score** 4.25
- Collaborative Ability — The attorney must work well with city officials and staff to foster a productive working relationship. **Score** 4.25
- Ethical Standards — Adherence to ethical guidelines and the ability to provide unbiased legal advice is essential. **Score** 4.25
- Problem-Solving Skills — The ability to navigate complex legal issues and provide practical solutions is highly valued. **Score** 4
- Fee Structure — Clarity of hourly rates or retainers. Value provided relative to cost. **Score** 4

Total Score 24.5



CITY ATTORNEY CANDIDATE INTERVIEW COMMENTS

DEANA HOLIDAY INGRAHAM

"Ingraham brings an interesting perspective as a former elected official, giving her firsthand experience with municipal government. She appeared engaging, approachable, and willing to be involved in the day-to-day matters that come with serving a small city.

I was also impressed with the research she conducted on the City of Pine Lake prior to the interview. Her preparation showed that she took the time to become familiar with the City and some of its unique needs."

From the Courts' perspective, Deana Holiday Ingraham brings valuable experience in municipal government, public service, and legal and policy matters. Her experience as an attorney and former Mayor of East Point gives her firsthand knowledge of the challenges facing municipal government and the importance of sound legal advice to elected officials and city administration.

However, when asked how she would support the Municipal Court as City Attorney, I felt her response was not clear or fully developed. Given the importance of the City Attorney's relationship with the Court, I would have preferred a more specific explanation of how she would address the Court's legal and operational needs, collaborate with Court administration and respect the Court's independent role.

This was a significant consideration. While I recognize the strength of her municipal-government experience, I did not leave the interview with the same level of confidence regarding her understanding of, or approach to, supporting Municipal Court operations as I did with some of the other candidates.

Overall, I believe Ms. Holiday Ingraham brings meaningful municipal and public-service experience, and her preparation for the interview was impressive. However, from the Courts' perspective, I would have preferred a clearer and more specific response regarding how she would support the Court and its unique role within the City.



City Attorney Selection Evaluation Scorecard

Candidate (Firm) Douglas T. Kidd PC - Doug Kidd

Evaluator Panel Average

Signature _____

The selection evaluation criteria for a City Attorney typically include assessing legal expertise, communication skills, and the ability to work collaboratively with the city council and staff. These criteria ensure that the attorney can effectively represent the city's interests and provide sound legal advice. Evaluation Criteria for City Attorney Selection: Understanding the key evaluation criteria is essential for effective selection.

Scoring Legend:

Score candidates on a 1-to-5 scale for each criterion: 5 = Excellent (exceeds all requirements) / 4 = Above Average (Meets all requirements) / 3 = Average (Meets basic requirements) / 2 = Below Average (Lacks depth) / 1 = Poor (Fails minimums)

Criteria/Scoring:

- Legal Expertise — Candidates should demonstrate a strong background in municipal law and relevant legal experience. **Score** 3.5
- Communication Skills — Effective verbal and written communication is crucial for advising the city council and interacting with the public. **Score** 3.75
- Collaborative Ability — The attorney must work well with city officials and staff to foster a productive working relationship. **Score** 3.75
- Ethical Standards — Adherence to ethical guidelines and the ability to provide unbiased legal advice is essential. **Score** 4
- Problem-Solving Skills — The ability to navigate complex legal issues and provide practical solutions is highly valued. **Score** 3.5
- Fee Structure — Clarity of hourly rates or retainers. Value provided relative to cost. **Score** 4.75

Total Score 23.25



CITY ATTORNEY CANDIDATE INTERVIEW COMMENTS

DOUG KIDD

"Mr. Kidd (cool name) I like that he is a judge gives a 360 degree legal perspective. He also seems familiar with the needs of smaller cities. I am just not sure whether his availability will meet Pine Lake's needs, as we tend to require a little more attention. He is very laid-back, and his perspective on code compliance was not quite what I was hoping to hear."

His availability may be impacted by the distance he would be required to travel. If I recall correctly, he currently serves approximately 5 or more cities, some of which are 80-90 miles away. Given Pine Lake's needs, his ability to provide timely and consistent accessibility would be an important consideration.

From the Court's perspective, however, his experience serving as a Municipal Court Judge for Loganville and Powder Springs is a definite strength. It gives him firsthand knowledge of Municipal Court operations, the challenges courts face, and an understanding of the Court's needs from the judicial perspective. This experience could be valuable when advising the city on matters that intersect with Court operations.



City Attorney Selection Evaluation Scorecard

Candidate (Firm) Thompson O'Brien - William Diehl

Evaluator Panel Average

Signature _____

The selection evaluation criteria for a City Attorney typically include assessing legal expertise, communication skills, and the ability to work collaboratively with the city council and staff. These criteria ensure that the attorney can effectively represent the city's interests and provide sound legal advice. Evaluation Criteria for City Attorney Selection: Understanding the key evaluation criteria is essential for effective selection.

Scoring Legend:

Score candidates on a 1-to-5 scale for each criterion: 5 = Excellent (exceeds all requirements) / 4 = Above Average (Meets all requirements) / 3 = Average (Meets basic requirements) / 2 = Below Average (Lacks depth) / 1 = Poor (Fails minimums)

Criteria/Scoring:

- Legal Expertise — Candidates should demonstrate a strong background in municipal law and relevant legal experience. **Score** 4
- Communication Skills — Effective verbal and written communication is crucial for advising the city council and interacting with the public. **Score** 3.5
- Collaborative Ability — The attorney must work well with city officials and staff to foster a productive working relationship. **Score** 3.5
- Ethical Standards — Adherence to ethical guidelines and the ability to provide unbiased legal advice is essential. **Score** 4
- Problem-Solving Skills — The ability to navigate complex legal issues and provide practical solutions is highly valued. **Score** 3.75
- Fee Structure — Clarity of hourly rates or retainers. Value provided relative to cost. **Score** 4

Total Score 22.75



CITY ATTORNEY CANDIDATE INTERVIEW COMMENTS

WILLIAM DIEHL

“Mr. Diel was somewhat reserved but demonstrated knowledge in most areas. He answered most of the questions; however, his responses generally lacked specific scenarios or in-depth examples from his experience.”

Overall, I found his responses informative, but I would have liked to hear more practical examples demonstrating how he has handled situations relevant to municipal government and court operations.”

From the Courts’ perspective, Bill Diehl brings strong experience in municipal law and local-government representation. His practice has focused extensively on local government, litigation, land use, constitutional issues, and other matters that are directly relevant to the responsibilities of a City Attorney. His current work as City Attorney for Norcross also provides him with firsthand experience advising a municipality and working with elected officials and city administration.

One of Bill’s strengths is his litigation background and understanding of the legal issues that can arise when municipal decisions are challenged. That experience could be valuable to the City in identifying legal risks and providing advice before matters develop into litigation.

From the Court’s perspective, I would give weight to how well Bill Diehl demonstrated an understanding of Municipal Court operations and the Court’s specific needs. His municipal-law background is a clear strength, but the City Attorney must also recognize the Court’s distinct role.

.Overall, I see Bill Diehl as a knowledgeable municipal attorney with significant local-government and litigation experience. His ability to translate that experience into practical, responsive support for Pine Lake’s Municipal Court is an important factor in my evaluation.

CAROTHERS & MITCHELL, LLC

RICHARD A. CAROTHERS
THOMAS M. MITCHELL
ANGELA C. COUCH
KAREN G. THOMAS
MARY T. MINTER
CULLEN B. THRELKELD

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OF COUNSEL:
ELAINE C. SEYMOUR

WRITER'S EMAIL: ANGELA.COUCH@CARMITCH.COM
WRITER'S DIRECT DIAL: (678)730-0444

August 3, 2026

VIA EMAIL ONLY

Ned Dagenhard
City Clerk/Purchasing Agent/Assistant to City Manager
City of Pine Lake, Georgia
P.O. Box 1325
Pine Lake, Georgia 30072
neddagenhard@pinelakega.net

**Re: Response to Request for Proposals to Provide Legal Services to the
City of Pine Lake, Georgia**

Dear Mr. Dagenhard:

Please let this correspondence serve as this firm's response to the City of Pine Lake's Request for Proposals to Provide Legal Services. Our submission contains this cover letter, the firm biography (Attachment A), a list of representative governmental clients (Attachment B), the firm's local government presentations (Attachment C), and a list of firm references (Attachment D).

Carothers & Mitchell is a boutique law firm dedicated and focused on representing Georgia cities and other local governments across Georgia. We currently provide legal services to numerous cities, counties, and authorities in the Atlanta metro area. In this response, we are proposing that **Angela C. Couch** serve as the designated City Attorney and oversee all legal services provided to the City by the firm. Additionally, we propose to commit the time and resources of other attorneys in our firm to assist on a regular basis under her direction so that City officials and staff will be fully served. A brief outline of the attorneys' biographies and skills that will be brought to the City are listed below, and a more extensive resume is attached as Attachment B.

Angela C. Couch: Angela Couch is an Atlanta native who grew up in Fayette County. After high school, she obtained her undergraduate degree from Emory University in 1993 and her law degree from Emory School of Law in 1996. She clerked for two Chief Judges of the Gwinnett County Superior Court for 10 years, and was a Gwinnett Magistrate Judge for almost two years, followed by 14 months as a Gwinnett County Solicitor. She joined Carothers & Mitchell in 2007 and is an excellent litigator with outstanding writing skills. Most of her

practice is in local government, land use, law enforcement, and insurance defense, and many of her cases in which she is lead counsel have resulted in judgments or settlements favorable for her clients. She has also served cities in an investigative role when outside counsel services are needed. Angela's clients appreciate her responsiveness to their inquiries and her vast knowledge of the issues facing local governments today, especially given her experience in litigation as well as transactional matters. Currently, she serves as the City Attorney for Johns Creek and Stone Mountain and is Assistant City Attorney for the City of Lilburn. She also regularly assists in the direct representation of Dunwoody. Angela also serves as Assistant Solicitor and/or Special Counsel in several municipal courts, primarily focusing on code enforcement, nuisance abatement, and blight.

In order to provide the best legal service to the City, the duties of City Attorney truly require the resources of a number of skilled attorneys managed and directed by a competent, organized leader such as Angela. Under her supervision and direction as the appointed City Attorney, the following members of our firm will provide significant assistance in the specified areas. It will be a consolidated effort in order to consistently meet the legal needs of Pine Lake so that it can continue to maintain and shape a successful and thriving community.

Richard A. Carothers: Richard Carothers founded Carothers & Mitchell in 1996 to create a firm truly dedicated to local government representation. Throughout his many years of practice, Mr. Carothers has served the City of Atlanta, Berkeley Lake, Lilburn, Flowery Branch, Johns Creek, Milton, Doraville, Dunwoody, Peachtree Corners, and Roswell. Since the early 1990s, served as a Georgia Interlocal Risk Management Agency litigation attorney, handling a myriad of issues for cities across Georgia in both federal and state courts, including, but not limited to, excessive force and all types of personal injury claims, stormwater and other property damage complaints, zoning matters, Open Records and Open Meeting issues, cases brought under the Federal Telecommunications Act, and various First Amendment cases. Mr. Carothers often fields calls from all over Georgia about his knowledge and experience in local government issues. He would assist Pine Lake on an as-needed basis. He currently serves as City Attorney for Lilburn. We are proud that earlier this year, he was inducted into the Georgia Municipal Association Hall of Fame.

Thomas M. Mitchell: Thomas Mitchell currently serves as City Attorney for the cities of Berkeley Lake, Demorest, and Hiawassee. He is one of the most recognized and sought-after zoning and land use attorneys in Georgia, and as such, often wages a formidable defense against large firms for municipalities. Thomas has represented Athens Clarke County and its stormwater utility for many years in state and federal court, as well as participated in fee collection services. Given his years of city attorney experience, we anticipate he could assist Pine Lake in routine city attorney work as needed, special matters related to stormwater, as well as in any zoning and land use litigation which is not covered by the insurance carrier.

Ned Dagenhard
City of Pine Lake
August 3, 2026
Page -3-

Karen G. Thomas: Karen Thomas, former Gwinnett County Attorney and Assistant City Attorney for Atlanta, specializes in real estate, and currently handles all of the Georgia Department of Transportation Special Assistant Attorney General assignments for the firm. Along with real estate paralegals, Allison Bryant and Kelsey Hall, Mrs. Thomas has handled real estate transactions and condemnations for many cities for a number of years. Mrs. Thomas and her team would assist Pine Lake with any closings, land acquisitions, and condemnations. Mrs. Thomas has assisted as auxiliary City Attorney for all of the firm's cities, including attending meetings when needed. She also would be available in this capacity for Pine Lake, and given her vast knowledge of local government issues, she also will be available for routine matters on an as-needed basis.

Mary T. Minter: Mary Minter was born and raised in Atlanta. She graduated from Lakeside High School in DeKalb County and obtained a B.S. in Chemistry from the Georgia Institute of Technology in 2012. After working a few years in the chemistry field, she obtained her law degree from Mercer University in 2019. After law school, she clerked for the Honorable John Ott in the Alcovy Judicial Circuit. She joined Carothers & Mitchell in 2022, where she assists with all work the firm has to offer and has handled a variety of cases, including civil rights, land use, and insurance defense work. Mrs. Minter has also assisted with local government work for all of the firm's cities, including attending meetings when needed. She would be available in this capacity for Pine Lake.

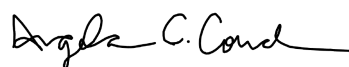
Compensation for Services

For all City Attorney work which is not litigation or real estate matters, we propose a rate of \$245/hour. For litigation matters other than Municipal Court, we propose an attorney hourly rate of \$265/hour plus expenses. For real estate matters, we propose an attorney hourly rate of \$260 plus expenses. For solicitor services, we propose a rate of \$190/hour. Our paralegal rate of \$120 per hour will be for all matters.

Should you have any questions or the firm can provide additional information, please do not hesitate to call my cell phone at 678-986-9172. We would be honored to assist Pine Lake as it continues its excellence in local government.

Very truly yours,

CAROTHERS & MITCHELL, LLC



Angela C. Couch

ACC:jkc
Attachments

ATTACHMENT A

CAROTHERS & MITCHELL, LLC

1809 Buford Highway
Buford, Georgia 30518
Phone: 770/932-3552
Fax: 770/932-6348
[E-mail: carmitch@carmitch.com](mailto:carmitch@carmitch.com)

FIRM PROFILE: Carothers & Mitchell, LLC is a boutique firm specializing in local government law, eminent domain, employment, insurance defense, civil rights, and First Amendment issues. Civil litigation practice is in all Georgia and Federal Courts. Real Estate matters handled incident to local government representation and litigation.

MEMBERS OF THE FIRM

RICHARD A. CAROTHERS

Richard A. Carothers, born in Cincinnati, Ohio, 1951; admitted to bar, 1976, Georgia and Ohio Bars; U. S. Supreme Court; U.S. Court of Appeals, Eleventh Circuit; U.S. District Court, Northern and Middle Districts of Georgia; Georgia Supreme Court; Georgia Court of Appeals.

Education: Denison University (B.A., 1973); Emory University (J.D., 1976).

Biography: Assistant City Attorney, City of Atlanta, 1977-1985. Assistant County Attorney, Gwinnett County, Georgia, 1985-1987. County Attorney, Director of Law Department, Gwinnett County, Georgia, 1987-1992. City Attorney, City of Berkeley Lake, 1992-2026. City Attorney, City of Lilburn, 1998-Present. City Attorney, City of Johns Creek, 2014-2024. Senior Partner, Carothers & Mitchell, LLC, 1996-Present. Special Assistant Attorney General for the Georgia Department of Transportation, 2017-present. General Counsel, Georgia Association of Chiefs of Police, 2020-Present.

Member: Gwinnett County Bar Association; State Bar of Georgia.

Other: Leadership Gwinnett Class of 1990-1991; Leadership Gwinnett Steering Committee, 1992-1997 and Board of Trustees, 1997-Present; Gwinnett Clean and Beautiful, Board of Directors and General Counsel, 1995-2010; Gwinnett Chamber of Commerce, Board of Directors, 2000-2005; Past President, City Attorneys Section of the Georgia Municipal Association; Past Chairman, Local Government Section, State Bar of Georgia (2007-2009).

Speaker for Institute of Continuing Legal Education and elected official education programs by the Georgia Municipal Association and Association of County Commissioners of Georgia, on topics such as “Arguing Before the Supreme Court,” “Risk Management - Anatomy of a Lawsuit,” “Regulating Adult Entertainment,” and “Zoning Update.”

Argued before the United States Supreme Court on November 10, 2014, representing the City of Roswell in the cell tower case of T-Mobile v. City of Roswell.

Received the 2026 “Hall of Fame” award from the Georgia Municipal Association for his extraordinary contribution to municipal government and law.

Practice Areas: General Civil Litigation; Civil Rights; Local Government Law; Eminent Domain; Zoning and Land Use; Insurance Defense.

THOMAS M. MITCHELL

Thomas M. Mitchell, born in Rome, Georgia, 1968; admitted to Georgia Bar, 1993; U.S. Supreme Court; U.S. Court of Appeals, Eleventh Circuit; U.S. District Court, Northern and Middle Districts of Georgia; Georgia Supreme Court; Georgia Court of Appeals.

Education: University of Virginia (B.A., with distinction, 1990); University of Georgia (J.D., magna cum laude, 1993). Phi Beta Kappa. Order of the Coif. Editorial Board, 1991-1992, Articles Editor, 1992-1993, Georgia Law Review.

Biography: Law Clerk to the Honorable Harold L. Murphy, U.S. District Judge, Northern District of Georgia, 1993-1995. Associate, Boyce, Ekonomou & Atkinson, 1995-1996. Partner, Carothers & Mitchell, LLC, 1996-Present. City Attorney, City of Statham, 2002-2020. City Attorney, City of Hoschton, 2002-2020. City Attorney, City of Snellville, 2003-2007. City Attorney, City of Hiawassee, 2017-present. City Attorney, City of Demorest, 2021-present. City Attorney, City of Berkeley Lake, 2026-present. Special Assistant Attorney General for the Georgia Department of Transportation, 2017-present.

Member: Gwinnett County Bar Association; State Bar of Georgia; Defense Research Institute.

Other: Leadership Gwinnett Class of 1997-1998; Leadership Gwinnett Steering Committee, 2000-2005, and Board of Trustees, 2005-present, Secretary, 2010-2012. Frequent speaker for National Business Institute, Georgia Association of Zoning Administrators, and the Institute of Continuing Legal Education, on such topics as “Eminent Domain from Start to Finish,” “Resolving Local Access and Road Disputes,” “Legal Issues Involving Local Governments,” and “Discretionary Appeals in Zoning Cases.”

Practice Areas: General Civil Litigation; Local Government Law; Eminent Domain; Zoning and Land Use; Civil Rights.

ANGELA C. COUCH

Angela C. Couch, born in Atlanta, Georgia, 1972; admitted to Georgia Bar, 1996; U. S. Supreme Court; U.S. Court of Appeals, Eleventh Circuit; U.S. District Court, Northern and Middle Districts of Georgia; Georgia Supreme Court; Georgia Court of Appeals.

Education: Emory University (B.A., 1993, Summa Cum Laude, Phi Beta Kappa); Emory University School of Law (J.D., 1996). Managing Editor, Emory Law Review; President’s Council on Status of Women Graduate Writing Award; American Jurisprudence Award in Research, Writing and Advocacy.

Biography: Summer Staff Attorney for Chief Judge Dorothy Beasley, Georgia Court of Appeals, 1996. Staff Attorney for Chief Judge K. Dawson Jackson and Senior Judge Homer M. Stark, Gwinnett Superior Court, 1996-2006. Judge, Gwinnett County Magistrate Court, 2005-2006. Assistant Solicitor for Gwinnett County, 2006-2007. Associate, Carothers & Mitchell, LLC, 2007-2015. Partner, Carothers & Mitchell, LLC, April 2015 - present. Assistant City Attorney, City of Lilburn, 2008-present. Assistant City Solicitor, City of Lilburn, 2013-present. Assistant City Solicitor, City of Johns Creek, 2015-present. City Attorney, City of Johns Creek, 2024-present. City Solicitor, City of Berkeley Lake, 2015-present. City Solicitor, City of Stone Mountain, 2022-present.

ANGELA C. COUCH (cont')

City Attorney, City of Stone Mountain, 2025-present. Assistant City Solicitor, City of Lithonia, 2025-present. Special Appointed Counsel, City of Hampton, 2023-present. Special Appointed Counsel, City of Dunwoody, 2026. Gwinnett Superior Court Appointed Adoption Investigator, 1998-2025.

Member: Gwinnett County Bar Association, and Past President; State Bar of Georgia.

Practice Areas: General Civil Litigation; Government Law; Eminent Domain; Property Rights; Commercial Disputes; Insurance Defense; Employment Law; Civil Rights, Telecommunications Litigation, First Amendment Litigation, Adoption; Misdemeanor and Traffic Offenses.

KAREN G. THOMAS

Karen G. Thomas, born in Jamaica, West Indies, 1963; admitted to Georgia Bar, 1987, Georgia; U.S. Court of Appeals, Eleventh Circuit, U.S. District Court, Northern District of Georgia; Georgia Supreme Court; Georgia Court of Appeals.

Education: Clarion University of Pennsylvania (B.A. 1984, Magna Cum Laude); University of Texas School of Law (J.D. 1986 with honors); Recipient Best Brief Award in Legal Research and Writing.

Biography: Associate, King & Spalding, 1987-1989. Assistant County Attorney, Gwinnett County, 1989-1995. Deputy County Attorney, Gwinnett County, 1995-1999. County Attorney, Director of Law Department, Gwinnett County, 1999-2011. Chief Counsel, City of Atlanta Law Department, 2011-2012. Deputy City Attorney, Infrastructure Practice Group, City of Atlanta, 2012-2016. Partner, Carothers & Mitchell, LLC, 2016 - Present.

Member: Gwinnett County Bar Association; State Bar of Georgia.

Other: Leadership Gwinnett Class of 1999; Regional Leadership Institute 2004; Past President, County Attorneys Section, Association County Commissioners of Georgia (2009-2010); Past Chairman, Local Government Section, State Bar of Georgia (2009-2011). Recipient of the Charles N. Pursley, Jr. Award by the Eminent Domain Section of the Georgia Bar for outstanding achievement in the practice of eminent domain.

Practice Areas: General Civil Litigation; Civil Rights; Local Government Law; Real Estate; Eminent Domain; Insurance Defense; Ad Valorem Taxation and Appeals.

MARY T. MINTER

Mary T. Minter, born in Atlanta, Georgia, 1990; admitted to Georgia Bar, 2019; U.S. Supreme Court; U.S. Court of Appeals, Eleventh Circuit; U.S. District Court for Northern District of Georgia; Supreme Court of Georgia; Court of Appeals of Georgia.

Education: Georgia Institute of Technology (B.S., 2012); Mercer University, Walter F. George School of Law (J.D., 2019, Cum Laude).

MARY T. MINTER (cont')

Biography: Law Clerk to Honorable John M. Ott, Alcovy Judicial Circuit, 2019-2021. Associate, Isenberg & Hewitt, P.C., 2021-2022. Associate, Carothers & Mitchell, LLC, 2022-Present.

Member: Gwinnett County Bar Association; State Bar of Georgia.

Publications: United States vs. Osman: Including Future Therapy Costs In Mandatory Restitution Awards Is The Growing Trend Among Circuits, But Is It Wise? 69 Mercer L. Rev. 969 (2018).

Practice Areas: General Civil Litigation; Civil Rights; Local Government Law; Insurance Defense; Ad Valorem Taxation and Appeals.

CULLEN B. THRELKELD

Cullen B. Threlkeld, born in Valdosta, Georgia, 1996; admitted to Georgia Bar in 2021; U.S. Court of Appeals, Eleventh Circuit; U.S. District Court for the Northern District of Georgia; Supreme Court of Georgia, Court of Appeals of Georgia.

Education: University of Georgia (B.A., 2017); University of Georgia School of Law (J.D., 2021).

Biography: Associate, Lueder, Larkin & Hunter, LLC, 2021-2024; Associate, Carothers & Mitchell, LLC, 2024-Present.

Member: Gwinnett County Bar Association; State Bar of Georgia; Georgia Defense Lawyers Association.

Publications: "Hong Kong and the Applicability of the CISG", Georgia Journal of International and Comparative Law.

Practice Areas: General Civil Litigation; Civil Rights; Local Government Law; Insurance Defense; Eminent Domain.

ELAINE C. SEYMOUR (Of Counsel)

Elaine C. Seymour, born in Bradenton, Florida, 1970, admitted to Florida Bar, 1995; admitted to the Georgia bar, 2016; U.S. District Court, Middle District of Florida: Admitted, 1998; U.S. Court of Appeals, Eleventh Circuit: Admitted, 2000; U.S. District Court, Northern District of Florida: Admitted, 2006; U.S. District Court for the Northern District of Georgia: Admitted, 2017.

Education: University of Florida (B.A., 1992, *Cum Laude*, Phi Kappa Phi Honor Society); Stetson University College of Law (J.D., 1995, *Cum Laude*).

Biography: Harllee, Porges, Hamlin & Hamrick, Bradenton, Florida, 1995-1996; Guemmer, Seymour & Ritt, Tampa, Florida, 1996-2008; Quintairos, Prieto, Wood and Boyer, Tampa, Florida 2008-2013, and Atlanta, Georgia, 2016-2019; Rutherford & Christie, 2019-2021, Carothers & Mitchell, 2021-present.

Other: Supreme Court of Florida Certified Circuit and County Mediator, 2007-2018; Registered Neutral in the State of Georgia, 2021 – present.

Practice Areas: General Civil Litigation, Insurance Defense.

ATTACHMENT B

REPRESENTATIVE GOVERNMENTAL CLIENTS

Cities of Atlanta, Berkeley Lake, Covington, Dahlonga, Demorest, Doraville, Dunwoody, East Point, Hampton, Hiawassee, Jefferson, Johns Creek, Lilburn, Lithonia, Palmetto, Roswell, and Stone Mountain.

Counties of Athens-Clarke, Chatham, Clayton, Cobb, DeKalb, Douglas, Forsyth, Fulton, Gwinnett, Hall and Oconee.

Other Governmental Entities: Clayton County Water Authority; DeKalb County Board of Tax Assessors; Georgia Association of Chiefs of Police; Georgia Department of Transportation; Gwinnett County Board of Tax Assessors; Gwinnett County Department of Transportation; Gwinnett County Merit System Board; and Oconee Board of Tax Assessors.

Also, insurance defense for the Georgia Interlocal Risk Management Agency and Travelers Insurance Company, or direct defense with current cases representing numerous counties and other governmental entities as well as City of Atlanta, Brookhaven, Demorest, Dunwoody, Hampton, Helen, Johns Creek, and Stone Mountain. Solicitor services provided to Berkeley Lake, Dunwoody, Hampton, Johns Creek, Lithonia, and Stone Mountain.

ATTACHMENT C

CAROTHERS & MITCHELL, LLC

SELECTED PUBLICATIONS, SEMINAR PRESENTATIONS AND PANEL DISCUSSIONS

	Presentation	Date	Author/Presenter
1.	NBI, Live Online, “Advanced Land Use and Zoning Disputes With Local Governments.”	Scheduled - August, 2026	Thomas M. Mitchell
2.	NBI, Live Online, “Handling the Police Liability Claim from Start to Finish.”	July, 2026	Thomas M. Mitchell
3.	NBI, Atlanta, “Georgia Land Use and Zoning from Start to Finish.”	March, 2026	Thomas M. Mitchell
4.	City of Johns Creek Employee Training, “First Amendment Auditors: What You Need to Know.”	October, 2025	Angela C. Couch
5.	ICLE, Athens, Institute for City and County Attorneys, “Taxes and Fees.”	September, 2025	Thomas M. Mitchell
6.	NBI Online, “Land Use and Zoning in Georgia: From Application to Appeal.”	March, 2025	Thomas M. Mitchell
7.	ICLE, Atlanta, “Litigation Under 42 USC Section 1983,” “Use of Video Footage in Litigation.”	January, 2025	Thomas M. Mitchell
8.	NBI, Atlanta, “Practical Guide to Zoning and Land Use Law in Georgia.”	December, 2024	Thomas M. Mitchell
9.	NBI, Atlanta, “Land Use Litigation Boot Camp.”	September, 2024	Thomas M. Mitchell
10.	NBI Online, “Land Use and Zoning in Georgia: From Application to Appeal.”	November, 2023	Thomas M. Mitchell
8.	NBI, Atlanta, “Georgia Land Use and Zoning From Start to Finish.”	December, 2022	Thomas M. Mitchell
9.	NBI, Atlanta, “Practical Guide to Zoning and Land Use Law in Georgia.”	April, 2022	Thomas M. Mitchell

10.	NBI, Atlanta, “Land Use and Zoning from Start to Finish.”	March, 2021	Thomas M. Mitchell
11.	NBI, Atlanta, “Commercial Land Use and Zoning Law.”	December, 2019	Thomas M. Mitchell
12.	NBI, Atlanta, “Advanced Legal Issues Affecting Local Governments and Municipalities.”	November, 2019	Thomas M. Mitchell
13.	NBI, Atlanta, “Top Challenges in Subdivision, Annexation and Zoning.”	March, 2019	Thomas M. Mitchell
14.	Council for Quality Growth’s 6 th Annual Planning Directors Forum, Amelia Island, Florida, “5G, The FCC & Local Governments.”	November, 2018	Angela C. Couch
15.	ICLE at Sea: Mediterranean, “The Mechanics of Taking a Case to the Supreme Court.”	October, 2018	Richard A. Carothers
16.	ICLE, Atlanta, “Eminent Domain.”	February, 2018	Thomas M. Mitchell
17.	ICLE 64 th Annual Institute for City and County Attorneys, “Road Abandonment.”	September, 2017	Thomas M. Mitchell
18.	NBI, Atlanta, “Practical Guide to Zoning and Land Use Law.”	November, 2016	Thomas M. Mitchell
19.	Georgia Municipal Association Annual Convention, Savannah, “Municipal Courts - Best Practices.”	June, 2016	Angela C. Couch
20.	ICLE 62 nd Annual Institute for City and County Attorneys, “Arguing Before the U.S. Supreme Court -The <i>City of Roswell</i> Case.”	September, 2015	Richard A. Carothers
21.	ICLE 61 st Annual Institute for City and County Attorneys, “Trial of a Zoning Case.”	September, 2014	Thomas M. Mitchell
22.	NBI, Atlanta, “Eminent Domain Start to Finish.”	November, 2014	Thomas M. Mitchell
23.	NBI, Atlanta, “Resolving Local Access and Road Disputes.”	November, 2013	Thomas M. Mitchell

24.	Georgia Municipal Association Annual Convention, Savannah, Elected Officials Training, "Risk Management– Anatomy of a Lawsuit."	June, 2013	Richard A. Carothers
25.	ICLE, Atlanta, "Eminent Domain."	February, 2013	Thomas M. Mitchell
26.	NBI, Atlanta, "Eminent Domain."	November, 2012	Thomas M. Mitchell
27.	Society of Human Resource Managers, Atlanta, "Human Resources Audits and Record Retention."	November, 2012	Thomas M. Mitchell
28.	NBI, Atlanta, "Eminent Domain From Start to Finish."	November, 2011	Thomas M. Mitchell
29.	Georgia Municipal Association Annual Convention, Savannah, Elected Officials Training, "Risk Management– Anatomy of a Lawsuit."	June, 2011	Richard A. Carothers
30.	Public Risk Management Association, Winter Meeting, Canton, "Anatomy of a Lawsuit."	January, 2011	Richard A. Carothers
31.	Georgia Association of Zoning Administrators, Winter Conference, Athens, "Caught in the Crosshairs: Legal Issues in Zoning and Land Use."	February, 2010	Thomas M. Mitchell
32.	Georgia Municipal Association Elected Officials Training, Mayor's Day, "Risk Management – Anatomy of a Lawsuit."	January, 2010	Richard A. Carothers

ATTACHMENT D

CAROTHERS & MITCHELL, LLC
REFERENCES

David Davidson, Esq.
City Attorney, City of Roswell
38 Hill Street
Roswell, GA 30075
770/594-6185

Jay Chastain, Mayor
City of Hiawassee
50 River Street
Hiawassee, GA 30546
706/896-2202

Johnny Crist, Mayor
City of Lilburn
340 Main Street
Lilburn, GA 30047
770/921-2210

Lois Salter, Mayor
City of Berkeley Lake
4040 South Berkeley Lake Road
Berkeley Lake, GA 30096
770/368-9484

L'Erin Wiggins, Esq.
L F Barnes Law, LLC
P.O. Box 250464
Atlanta, GA 30325
404/680-6498

Rusi Patel, Esq., General Counsel
Georgia Municipal Association
201 Pryor Street, S.W.
Atlanta, GA 30301
404/688-0472

James Westbury, Esq.
Georgia Interlocal Risk Management Agency
Property and Liability Claims Manager
P. O. Box 941938
Atlanta, GA 31141-0606
404/640-3003

Ken Bernard, Esq.,
City Attorney, City of Dunwoody
Sherrod & Bernard, P.C.
8470 Price Avenue
Douglasville, GA 30133-1154
770/920-8350

Jenny Carter, Esq.
Acting Gwinnett County Attorney
Gwinnett Justice & Administration Center
75 Langley Drive
Lawrenceville, GA 30046
770/822-8700

Mayor Jelani Linder
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083
404/890-8122

Judd Drake, Esq.
Athens-Clarke County Attorney
155 E. Washington Street
Athens, GA 30601
706/613-3035

Daniel Haygood, Esq.
Oconee County Attorney
P. O. Box 207
Watkinsville, GA 30677
706/310-0001

Viviane H. Ernstes, Esq.
Deputy General Counsel
Association of County
Commissioners of Georgia
191 Peachtree St. NE, Suite 700
Atlanta, GA 30303
470/551-2835

Glenn Stephens, County Administrator
Gwinnett County
75 Langley Drive
Lawrenceville, Georgia 30046
770/822-7000

**CONTRACT TO PROVIDE PROFESSIONAL CITY ATTORNEY,
LITIGATION, REAL ESTATE, AND PROSECUTING ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into effective the ____ day of _____, 2026 (the “Effective Date”), by and between the CITY OF PINE LAKE, GEORGIA, a municipal corporation, hereinafter referred to as “City,” and CAROTHERS & MITCHELL, LLC, hereinafter referred to as “the Firm” (collectively referred to as the “Parties”).

W I T N E S S E T H:

WHEREAS, the City desires and needs legal services to include duties as city attorney and code enforcement prosecuting attorney; and

WHEREAS, the Firm and its attorneys are qualified to provide city attorney and prosecuting attorney services pursuant to O.C.G.A. § 15-18-92(a) and other applicable law; and

WHEREAS, it is the desire of the Parties to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. General Representation of the City. Carothers & Mitchell, LLC shall perform all functions and duties to provide city attorney services to the City, with Angela C. Couch being formally appointed as the City of Pine Lake City Attorney. Ms. Couch (or in the event of a conflict, an attorney from the Firm) shall attend the meetings of the Council as directed, shall advise the City Council, Mayor, and other officers and employees of the City concerning legal aspects of the City’s affairs, and shall perform such other duties as may be required by virtue of the position of City Attorney. The City understands other attorneys and staff of the Firm will assist in the provision of said city attorney services at the rates set forth in Exhibit A. The Parties agree and understand that the Firm will charge for such matters as meetings; consultations; conferences; telephone calls; correspondence and e-mail; research; review, drafting, and revising of various documents such as contracts, pleadings, and ordinances, and such other activities as may be needed for representation of the City. The Parties agree and understand that in addition to the above-referenced fees, the Firm will bill for all costs associated with representation of the City, such as filing costs, publication fees, long distance telephone calls, deposition and transcript charges, copying charges, postage, as well as travel expenses, courier fees and the like, incurred as a direct result of the provision of legal services.

2. Litigation Services. The Firm will undertake any representation of the City and its officers and employees as directed by the City. The Firm will file suit and defend all such claims and legal actions as appropriate. The City understands other attorneys and staff of the Firm will assist in the provision of said litigation services at the rates set forth in Exhibit A. The Firm will bill separately for associated costs such as travel, depositions, transcripts, copies, postage, expedited mailing

services, expert witness fees, and other customary charges connected with state and federal litigation. Any administrative proceedings before a duly appointed hearing officer will be billed as litigation, as will other matters that are likely to lead to claims against the City. Regarding matters where insurance defense counsel or other outside counsel are representing the City, the Firm will bill as litigation services for outside counsel matters that are required or requested such as extended consultation on case strategies, assistance with discovery responses, preparation of witnesses to testify and/or appearance with them for depositions, and court appearances where the Firm's participation would be in the best interest of the City.

3. Real Estate Services. The Firm will provide services to assist the City in the negotiation and acquisition of real estate as directed by the City. This work includes drafting of real estate contracts and right of way contracts for fee simple and easement acquisitions; reviewing and working on title reports, working with staff on acquisition matters, and drafting documents for and conducting real estate closings. The City understands other attorneys and staff of the Firm will assist in the provision of real estate services at the rates set forth in Exhibit A. If it is necessary to engage the services of a title attorney, the Firm will simply pass through that charge to the City.

4. Assistant Solicitor Services. Angela C. Couch will perform all functions and duties to provide code enforcement prosecuting services to the City and shall be sworn in as an Assistant City Solicitor in the City of Pine Lake Municipal Court. The Firm will bill for the provision of said services at the rates set forth in Exhibit A. As an Assistant City Solicitor, Ms. Couch's duties shall include, but are not limited to, the following:

- a. Prosecute cases which the City Charter, Ordinances, and Official Code of Georgia place within the original jurisdiction of the City's Municipal Court;
- b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
- c. Handle appeals and/or civil cases that relate to any prosecution as may be authorized by City Council or when so directed by the City Manager;
- d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
- e. Collaborate with the Municipal Court Chief Judge to develop and carry out policies for trial procedures;
- f. Coordinate with the Municipal Court Chief Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases; and
- g. Review and recommend changes to the City Code which relate to Municipal Court, and draft ordinances as directed by the City Manager.

The Parties agree that the Firm will not be providing prosecutorial services for matters other than code enforcement, except as may be needed as a “backup” for the City Solicitor.

5. Independent Contractor. In performing the legal services as set forth herein, the Firm’s attorneys and staff shall serve as independent contractors and not as employees of the City. The Parties agree that Carothers & Mitchell and its attorneys have been appointed by the Mayor and Council, and the Firm acknowledges the City’s authority to remove the Firm in the discretion of the Mayor and Council.

6. Term. This Agreement shall commence on the date set forth on page one and shall continue until **December 31, 2026**. This contract shall be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties and set forth in writing, unless terminated by either Party. Either of the Parties may terminate this Agreement at any time, so long as notice is provided at least two calendar weeks prior to the termination. No rights, responsibilities, salary, or other benefits shall extend beyond the terms of this Agreement.

7. Compensation. As of the Effective Date hereof, compensation to the Firm shall be hourly rates as set forth in Exhibit A. Attorneys will be compensated for travel time and mileage to and from City Hall, Municipal Court and/or any place reasonably required for the Firm to provide the services outlined herein. The Firm shall submit to the City an itemized billing statement each month, and City shall remit payment of same within ten (10) business days of receipt.

8. Hours of Work. In providing the services set forth herein, the Firm will be available to during normal business hours, 8:30 a.m. to 5:30 p.m., Monday through Friday and will attend all Council meetings, whether regular or special called. The Parties recognize that there may be times outside of these normal hours when the City will request services, but the Parties understand and agree that such situations shall not be the normal course of action of the Parties. In providing prosecuting attorney services, Angela C. Couch shall appear for all code enforcement/ordinance violation calendars, unless such calendar is canceled by the Municipal Court Chief Judge or unless she has an actual Court conflict. Ms. Couch agrees to assist the City Solicitor and make other appearances as her schedule otherwise allows on a “backup” basis. The Parties agree and recognize that the hours devoted by Ms. Couch in the performance of her Assistant Solicitor responsibilities may vary by each individual case and with the caseload of the Court.

9. Periodic Review. The City may review the performance and compensation of the Firm by such method and at such times as the City Council shall deem appropriate.

10. Good Standing. The Firm agrees that all of its attorneys shall maintain good standing with the State Bar of Georgia, and any fees associated therewith and as may be required for continuing legal education shall not be paid by the City.

11. General Provisions. This Agreement shall constitute the entire agreement between the Parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from City to Attorney other than as set forth herein.

IN WITNESS WHEREOF, the Parties hereby execute said Agreement as follows:

CITY OF PINE LAKE, GEORGIA:

CAROTHERS & MITCHELL, LLC:

By: _____

Printed Name: _____

Angela C. Couch

ATTEST:

City Clerk

EXHIBIT A

City Attorney Services:	\$245/hour
City Solicitor Services:	\$190/hour
Litigation in any court other than City of Pine Lake Municipal Court:	\$265/hour
Real Estate Attorney Services:	\$260/hour
All Paralegal Services:	\$170/hour

City Attorney Reference Check Questions

Candidate (Firm) Angela Couch

Reference Contact Leis Salter, Mayor
City of Berkley Lake

What was your professional relationship with the candidate, and how long did you work together?

Little interaction & can recommend her lightly, 5 stars
can't really & available to respond quickly 26+ years w/ firm
Did you ever observe the candidate compromise legal integrity for political expediency? while
No & can't imagine that she would.

How effectively did the candidate communicate complex legal risks to city council members, department heads, or the public?

Very effectively & answered all questions

Describe the candidate's temperament under intense public scrutiny or during heated public meetings.

Staff very positive about her
minor in heated discussions/meetings
Mayor has not experienced candidate
temperament.

How responsive and timely was the candidate when urgent municipal crises or litigation deadlines arose?

Very responsive & never had to wait on
her for anything - always comes prepared
& ready & early.

Would you rehire or enthusiastically recommend the candidate for a high-profile public sector legal role?

Yes, she would. I think that the
city would be fortunate to have ms.
Couch.

City Attorney Reference Check Questions

Candidate (Firm) Angela Couch

Reference Contact Jenny Carter, Acting Sherinett City Attorney

What was your professional relationship with the candidate, and how long did you work together?

She would handle cases independently - 5 yrs outside council on behalf of the county on numerous cases.

Did you ever observe the candidate compromise legal integrity for political expediency?

No, have not.

How effectively did the candidate communicate complex legal risks to city council members, department heads, or the public?

Communicated with Board & Department Heads Very well. no public interaction

Describe the candidate's temperament under intense public scrutiny or during heated public meetings.

She never attended public meetings only for litigation and handled herself well in court.

How responsive and timely was the candidate when urgent municipal crises or litigation deadlines arose?

Very responsive, urgently retained Mrs. Couch for a case that required immediate action and she was very responsive.

Would you rehire or enthusiastically recommend the candidate for a high-profile public sector legal role?

Yes, she is still continuing to represent the county & they will continue to use Mrs. Couch.

Jack A. Samuels
Attorney and Counselor at Law

678.482.0208
jack@thesamuelsfirm.com

278 W. Main Street
Buford, GA, 30518

July 15, 2026

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

Dear Mr. Dagenhard,

The Samuels Firm is delighted to submit its proposal to represent The City of Pine Lake as its City Attorney. At The Samuels Firm, we are passionate about assisting local governments in all of their essential functions. The work local governments do is essential to our society's basic functioning, and it is an honor to have the opportunity to offer our specialized expertise to the City of Pine Lake.

At The Samuels Firm, we bring over three decades of combined experience in local government practice, having represented counties, cities, and state agencies in all aspects of the administration of local government. Alongside myself and our founding partner, Bubba Samuels, our attorneys, Lucy Ahmann, Ike Ekeke, Sammy Tomasello, and Nathan Pugh also serve as city and county attorneys for various jurisdictions, and our other attorneys and support staff are highly involved and experienced in the area of local government law.

I would be remiss not to note that we particularly appreciate Pine Lake's commitment to arts and culture, which resonates with our firm's own connection to the arts community. The Samuels Firm family brings not just legal expertise but also a deep personal appreciation for the arts – across many forms of media including music and theater. Our founding partner, Bubba Samuels, holds a B.A. in Music, and our entire team is steadfastly committed to supporting the arts. This background gives us unique insight into Pine Lake's identity as a creative haven within DeKalb County. We understand that protecting and nurturing this distinctive character requires legal counsel who appreciates all the delicate issues that can arise in the day-to-day issues facing Georgia cities.

It is an honor to be considered to partner with the City of Pine Lake as your City Attorney. I have attached some additional information about our firm's proposal. Please let me know if I can provide any additional information, and know that we would be delighted to meet and discuss how we can best be of service to the City of Pine Lake.

All the best,

Jack A. Samuels



TheSamuelsFirm.com

APPROACH TO SERVICE DELIVERY

The Samuels Firm is committed to delivering efficient, cost-effective solutions that help our clients navigate complex legal challenges. We take a preventative approach, emphasizing education and strategic counsel to minimize potential issues before they arise. Our team of eight dedicated attorneys ensures that resources are always available to assist our clients in complex, urgent matters that may arise at any time.

FEE PROPOSAL

The Samuels Firm is committed to providing local government entities with the highest quality legal representation at the most reasonable cost possible. With that overarching goal in mind, the Firm proposes to provide the legal services required by the City of Pine Lake at a significant discount from our normal hourly rate as follows:

We propose a monthly retainer in the amount of \$1,500.00, representing 10 hours of work at \$150.00 per hour. Additional attorney hours are proposed to be billed at the rate of \$200.00 per hour. Where possible, in an effort to reduce costs, paralegal services will be utilized and billed at the hourly rate of \$75.00. The Firm also proposes to bill the City for all out-of-pocket expenses incurred in the provision of such services, including items such as copying costs, postage, and online legal research.

Of course, another benefit of the small size of the Firm is our flexibility and our distinct ability to tailor our compensation arrangement to suit the needs of our clients. We are certainly willing to consider any other compensation arrangements the City wishes to propose, and I am confident we can reach an agreement concerning a rate structure that is mutually beneficial and acceptable to the Firm and the City. Quite simply, we want nothing more than to be of service, and it is our intention to do so at the lowest possible cost to the City of Pine Lake.

Thank you in advance for your time and consideration, and for the opportunity to submit the foregoing proposal. Please do not hesitate to contact us if you would like additional information. We would welcome the opportunity to meet with you in person to discuss how we may meet the legal service needs of the City of Pine Lake.



Jack A. Samuels
Attorney and Counselor at Law

678.482.0208
jack@thesamuelsfirm.com

278 W. Main Street
Buford, GA, 30518

REFERENCES

The Honorable Michael Wideman, Mayor
City of Danielsville
10 Government Circle
Danielsville, Georgia 30633
(706) 207-4586 – telephone

The Honorable Lee Moore, Mayor
City of Franklin Springs
Post Office Box 207
Franklin Springs, Georgia 30639-0207
(706) 498-5656 – telephone
(706) 245-8315 – facsimile

Jeff Jacques, Former Chairman
Franklin County Board of Commissioners
P.O. Box 159
Carnesville, GA 30521
jjacques@cwmatthews.com
(706) 384-2483 – telephone
(706) 384-7089 – facsimile

The Honorable Lori Duff
Municipal Court Judge Pro Tem
City of Monroe
7730B Hampton Place
Loganville, GA 30052
770-466-6149 – telephone

The Honorable Chris Lelle, Mayor
Town of Bethlehem
750 Manger Ave E
Bethlehem, GA 30620
mayor@bethlehemga.org

Ms. LaShawn Murphy, Trial Court Liaison
Georgia Administrative Office of the Courts
244 Washington Street, Suite 300
Atlanta, Georgia 30334
Lashawn.Murphy@georgiacourts.gov
(404) 651-6325 – telephone



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective as of this 25th day of August 2026, by and between the **CITY OF PINE LAKE, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and City Council (the “City”), and **THE SAMUELS FIRM** (“Attorney”), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the City desires to retain Attorney to serve as the City Attorney for the City of Pine Lake, Georgia (the “Work”); and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, Attorney is qualified by training and experience to perform the Work; and

WHEREAS, Attorney desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. Appointment of City Attorney. The Samuels Firm is hereby appointed to serve as the City Attorney for the City of Pine Lake, Georgia, under the terms and conditions set forth in this Agreement.
2. Scope of Work. In exchange for the compensation set forth in Paragraph 3, below, Attorney shall be responsible for the legal representation of the Mayor and City Council and all other City agencies, departments, and entities as directed by the City Manager, Mayor, and City Council in accordance with the Charter of the City.
3. Compensation. The City shall pay Attorney an annual lump sum retainer fee of \$18,000.00, payable in equal monthly retainer payments of \$1,500.00, representing ten (10) hours of work at the billable rate of One Hundred Fifty and 00/100 (\$150.00) Dollars per hour, due on or before the first day of each month. All time in excess of ten (10) hours shall be compensated at the billable rate of Two Hundred and 00/100 (\$200.00) Dollars per hour for all services performed pursuant to this Agreement. Paralegal services shall be billed at the rate of Seventy-five and 00/100 (\$75.00) Dollars per hour. Expenses incurred such as computerized research, postage, copying, transcripts, court reporters, expert witness fees, and other out-of-pocket expenses shall be billed directly to the City.

4. Bond Counsel. Attorney shall select lead bond counsel, and Attorney shall serve as local counsel for any bond issues the City, or any other entity for whom the Mayor and Council have authority to appoint counsel, pursues. All fees incurred as local bond counsel shall be paid out of the fees earned by outside bond counsel.
5. Term; Renewal. The term of this Agreement is for one (1) year, to expire on August 25, 2027, and may be renewed for additional one (1) year periods by the affirmative vote of a majority of the Pine Lake City Council. Notwithstanding anything to the contrary herein, if after expiration of this Agreement, the parties continue to do business together as if this Agreement were still in effect, the Agreement shall automatically renew for another one (1) year term pursuant to the terms and conditions stated herein.

SO ORDAINED, RESOLVED, and AGREED, this 25th day of August, 2026.

CITY OF PINE LAKE, GEORGIA

Mayor Pro Tem

Agreed to and Accepted by:

THE SAMUELS FIRM

Dale R. "Bubba" Samuels, LLC

City Attorney Reference Check Questions

Candidate (Firm) Jack Samuels

Reference Contact Lee Moore, Mayor

What was your professional relationship with the candidate, and how long did you work together? City of Franklin Springs
Franklin County Legal Council Jack

Worked w/ his father [unclear] - for Board of Comm. 3-4 yrs.
(Baba 25+ yrs) "in a Honorable fashion" 8-10 yrs

Did you ever observe the candidate compromise legal integrity for political expediency?

NO - Never.

How effectively did the candidate communicate complex legal risks to city council members, department heads, or the public?

He did an exceptional job. Great job of
Conversation in everything involved & was a
great communicator.

Describe the candidate's temperament under intense public scrutiny or during heated public meetings.

Mostly first hand & handled it cool,
clam & collectively. Mayor said he has
done a great job in all he witnessed,
and always professional.

How responsive and timely was the candidate when urgent municipal crises or litigation deadlines arose?

Mr. Samuels always very responsive, not a long
waiting time for reply. was always on time
and never cancelled. Very punctual.

Would you rehire or enthusiastically recommend the candidate for a high-profile public sector legal role?

Absolutely!

City Attorney Reference Check Questions

Candidate (Firm)

Jack Samuels

Reference Contact

Michael Wideman
Mayor of Dainelville

What was your professional relationship with the candidate, and how long did you work together?

used law firm to get USDA - Swam Expansion Project
Shots for father law firm - Come to meeting

min of 2 years - advise during meeting + would write
Did you ever observe the candidate compromise legal integrity for political expediency? ordinances + rewrite a ordinance
NO

How effectively did the candidate communicate complex legal risks to city council members, department heads, or the public?

Very well, was project w new swam project + he
was able to articulate very well so the residents can
understand.

Describe the candidate's temperament under intense public scrutiny or during heated public meetings.

Mr. Samuels - cool headed, assertive to get legal
points across.

How responsive and timely was the candidate when urgent municipal crises or litigation deadlines arose?

Very timely for the city's benefit.

Would you rehire or enthusiastically recommend the candidate for a high-profile public sector legal role?

Yes, he has been great for the
city. No complaints - headed upwards
in career.