

**CITY OF PINE LAKE, GEORGIA  
WORK SESSION AGENDA  
NOVEMBER 12TH, 2024 @ 6:00PM  
300 CLUBHOUSE 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 – WORK SESSION MEETING**

**ANNOUNCEMENTS/COMMUNICATIONS**

**ADOPTION OF THE AGENDA OF THE DAY**

**OLD BUSINESS**

**NEW BUSINESS**

- FÈ Swearing-in Ceremony - New Reserve Officers ~~AA~~  
Jamie Hayes & Anthony Brooks
- GÈ Public Works Department - Level of Service - Discussion
- HÈ GMA Retreat Report
- I È Passage of Statewide Homestead Exemption .....  
Amendment - Discussion
- Í È FY2025 Budget - Schedule/Timeline - Discussion
- Î È Contractual Agreement Between the City of Pine Lake and  
Foster Engineering and Design for the Pedestrian Bridge  
Project

**PUBLIC COMMENTS – 3 minutes each please**

**REPORTS AND OTHER BUSINESS**

**Staff and Committee Reports**

- a. Administration – Interim City Manager Billy Beckett
- b. Public Safety – Chief of Police Y’hudah-Green
- c. Public Works – Special Projects Manager Kendrick

**Reports/Comments**

- d. Mayor
- e. City Council

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

**ADJOURNMENT**

**MAYOR**  
Brandy Hall

**COUNCIL MEMBERS**

Jean Bordeaux, Mayor pro tem  
Jeff Goldberg  
Tom Ramsey  
Thomas Torrent  
Augusta Woods

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

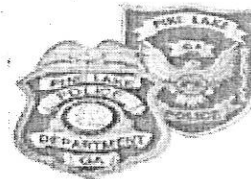
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[www.pinelakega.net](http://www.pinelakega.net)



# CITY OF PINE LAKE

459 Pine Dr., / P. O. Box 1325  
Pine Lake, GA 30072  
Phone 7404.292.4250 ~ Fax 404.292.7531  
Pinelakega.net



## ACKNOWLEDGMENT

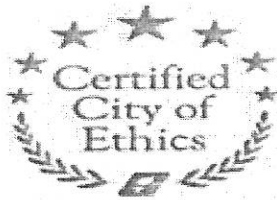
I certify that I have received a copy of the City of Pine Lake's employee handbook and have read and fully understand the contents. I understand that failure to comply with the City's policies and rules may result in disciplinary action up to and including discharge. I understand that the Employee Handbook is not intended to be a contract of employment, express or implied, and that my employment is at will, for no specific period of time and may be terminated at any time by the City. No manager or representative has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing unless approved in writing by the Director of Administration. The City reserves the right to revise or terminate any or all policies, procedures and benefits, in whole or in part, with or without notice at any time.

Jamie Hayes  
EMPLOYEE NAME

[Signature]  
EMPLOYEE SIGNATURE

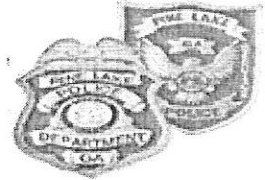
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DATE SIGNED

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## SWORN PUBLIC PERSONNEL OATH OF OFFICE

I Jamie Hayes do solemnly swear (or firm) that I will faithfully support and defend the Constitution of the United States of America and the Constitution of the state of Georgia that I will faithfully enforce the laws and ordinances of the state of Georgia and the city of Pine Lake that I will faithfully and honorably perform the duties of my office, and observe all rules and regulations of the city of Pine Lake Police Department, including all legal orders from my supervisor; that I will at all times, maintain the highest degree of integrity, morality and professionalism both on and off duty.

I Jamie Hayes swear (or firm) that I am not the holder of any unaccounted for public money's due the State of Georgia or any political subdivision or authority thereof; that I'm not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I may, by the law of the state of Georgia, be prohibited from holding, and that I am otherwise qualified to be a police officer in accordance with the Constitution and the laws of the State of Georgia.

I do live swear (or firm) that as a Police Officer I will faithfully serve and protect to the best of my ability, all Citizens of the City of Pine Lake the State of Georgia, and the United States, regardless of race, color, creed, national origin, religion, or sexual orientation.

I accept the Law Enforcement code or canon of ethics as my standard of conduct while on and off duty and swear (or firm) to faithfully abide by and define same.

  
\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date



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Anthony Junior Brooks  
EMPLOYEE NAME

  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE SIGNED

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## SWORN PUBLIC PERSONNEL OATH OF OFFICE

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I Anthony Junior Brooks swear (or firm) that I am not the holder of any unaccounted for public money's due the State of Georgia or any political subdivision or authority thereof; that I'm not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I may, by the law of the state of Georgia, be prohibited from holding, and that I am otherwise qualified to be a police officer in accordance with the Constitution and the laws of the State of Georgia.

I do live swear (or firm) that as a Police Officer I will faithfully serve and protect to the best of my ability, all Citizens of the City of Pine Lake the State of Georgia, and the United States, regardless of race, color, creed, national origin, religion, or sexual orientation.

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\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date



## RETREAT REPORT CITY OF PINE LAKE, GEORGIA



**OCTOBER 25, 2024**



## CITY OF PINE LAKE PLANNING RETREAT REPORT

Friday, October 25, 2024  
GMA Headquarters

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Elected Officials: Mayor Brandy Hall, Councilmembers Jean Bourdeaux, Augusta Woods, Jeff Goldberg, Thomas Torrent (remote), Tom Ramsey

Staff: ChaQuias Miller–Thornton, Billy Beckett, Ned Dagenhard, Susan Moore, city attorney

GMA Facilitators: Pete Pyrzenski

### **AGENDA FOR THE MEETING:**

- The retreat agenda included the following items:
  - Overview of Retreat Information
  - Check in – how are we doing?
  - Value in Differences
  - Teambuilding, Communication
  - Roles and Responsibilities
  - SWOT analysis
  - Priorities and goal setting
  - Check out – where are we now

The mayor called the meeting to order and made a few remarks. The facilitator provided an overview of the retreat information and what to expect throughout the day. We covered the ground rules, and everyone agreed.

A “check-in” was done with everyone as it related to the City of Pine Lake, and the words provided were:

- Rich culture
- Tightly knitted community
- Unique

- Tranquility
- Center of the County – location
- Hometown feel
- Active
- Molting

### **VALUES IN DIFFERENCES**

The group discussed values as they related to themselves and the community. The words shared were determined, curious, hard-working, cohesive, well-intentioned, changing shape, passionate, and pluralistic. We then discussed the differences in what we see and how we see it, especially between elected officials and staff, and this seemed to resonate with the group. Given that there are three new council members, this discussion shed some light on how they see things differently than the others, especially how local government works and moves.

### **TEAM BUILDING AND COMMUNICATION**

The group completed an activity that emphasized trust and clear communication. Each pair did exceptionally well with the exercise and learned a lot about vulnerability as it relates to their internal communication with one another. They explored some differences, realized they could do better, and committed to making the necessary personal adjustments. Videos of each team are being provided. The group also performed an individual psychological geometric shapes quiz that identifies your communication style and how to deal with others effectively.

### **ROLES AND RESPONSIBILITIES**

Susan Moore was in attendance and prepared to discuss this area as it related to the Charter and the positions of the mayor and council members. Susan clarified that some of the council may be using an old version of the charter. She will ensure that everyone has the corrected and updated version. Since changing to a council-manager form of government, there have been some differences in perceptions about who does what. For example, the question was asked, “Who is responsible for putting together the agenda and deciding what items get put on the agenda for consideration. In the past, there have been requests for certain items to be placed on the agenda, but because of the project status or incomplete data, they were not listed on the agenda. This has caused some significant differences; however, it allowed for coming to a consensus on a few matters to include:

- Agenda items must be an action item for consideration
- The timing of information to be placed on the agenda must follow a process. All information must be sent to the mayor no later than Wednesday for packet preparation on Friday. This will allow all pertinent information to be collected and updates provided.



- Do not mistrust the mayor or manager if information for an agenda item is held over and if it's not ready for the council to take action.
- The manager will focus on timelines for projects and create a “project management” outline for everyone so everyone is on the same page and an explanation preventing any further internal communication issues. Such information must be clear, concise, and detailed for pending projects. Based on the comments in the discussion, strategic action items were captured below for proper execution.

### **Strategic Action Items**

1. Develop an internal process for how information is placed on the agenda for both the work session and regular meetings. This should be specific and identify the rules of procedures based on decorum and the city charter. The process should include due dates for placing something on the agenda and adopting rules for the agenda (work session/non-voting meeting vs. regular meeting/voting meeting). Those preparing information should be included in developing the process and how information is requested. Doing this will prevent disparaging splits on how to go about developing an official agenda.
2. Create or revamp the project management outline to capture monthly updates to projects or capital funds spending. This type of report should be provided monthly at a regular meeting, which will ensure the council is up to date and that information is not learned after the fact.
3. Determine who is the best person to be a point person that disseminates city information. Having one person will increase trust among the group and help prevent bottlenecking of relevant information. This will also prevent repeat requests for information and help recognize that the amount of information that is currently being requested is too much. Limits need to be understood.
4. Coordinate a time with the council members to meet with the manager to discuss project information or funding. This will allow them to ask questions and further understand the relevant material in preparation for a council meeting. Open communication with the elected officials and the manager is paramount.
5. Commitment to each other, focusing on diversity and a non-biased outlook toward each other. Perception is everything, and this is something that needs to be worked on going forward. Being vulnerable with each other is very important.

### **SWOT ANALYSIS**

The next phase of the planning process was to conduct a SWOT analysis consisting of an inward view and an external evaluation—looking internally to determine the strengths and weaknesses

relative to the mission and vision. Opportunities and threats are those conditions that are external to an organization that may promote (opportunities) or restrict (threats) the achievement of the vision and mission of the organization.

This information was discussed together in the retreat, and the group seemed to be on the same page. They understood how each area was somewhat related and how they, as an elected body, needed to overcome a few obstacles and turn threats into opportunities and weaknesses into strengths.

### **Strengths**

- Agile, able to respond to challenges using available resources
- Cultural identity - have a brand that is known (residential)
- People of the community are engaged and close knitted – Volunteerism is strong
- Caring community with spirit
- Creating community when it comes to solutions
- Safe place

### **Weaknesses**

- Residential and Commercial code enforcement compliance
- Placemaking and connectivity of the city in sharing its identity
- Commercial corridor PR and diversity of buildings/businesses
- Lack of needed resources such as qualified staff and funding
- The way things used to be done reality vs. expectations; can't have it both ways
- Turnover and losing experienced workforce

### **Opportunities**

- Application for rural and opportunity zone designation
- Outside investments for seed money
- Using surrounding neighbors for partnerships or events
- Foreseeing growth headed to the city – cannot wait for it to happen
- Capitalizing on the city management form of government – increase in professional staff and solid relationships
- Obtain valuable input from the community; get more feedback so they have “skin in the game” for carrying out the goals

- Research grants for small communities

### **Threats**

- Fall victim to the county or other cities for annexation or preventing growth within the city
- Stormwater run-off from other areas outside the city and how it may affect the infrastructure
- Headwaters of the creek being affected by development or contamination of the lake
- Competing with neighboring cities for funding for certain programs or grants
- Sustainability of the local government and its services
- Workforce housing

### **PRIORITY PLANNING**

The facilitator led the group to discuss their strategic priorities. Before the retreat, each person was asked to share their top five strategic priorities for the near future. Their responses were included in the retreat packet as a reference. In the retreat, each person was then asked to identify the top five from a master listing of all the priorities that they determined to be the highest priority for the City of Pine Lake. Collectively, the top 5 are annotated in red, and other notable areas are as follows:

**Communications—Internal: Clear, transparent, and timely communication on issues, topics of discussion, and the status of ongoing projects and programs.**

**Funding of Capital Projects – SPLOST, ARPA, and other funding sources for projects already in progress, such as Lake Bridges and Courthouse Renovation, and projects planned but not started, such as Oak Road paving, Dam Repair, and Wetland Repair**

**Short-term Priorities—Public Works: Should we rebuild the department or outsource all of this work (including the regular care and maintenance of our public spaces)**

**Code Enforcement – how do we achieve a functional level of code enforcement that is consistently enforced and equitable city-wide.**

**Continue to plan and execute our commercial development plan.**

**(Hire a City Manager and City Clerk)**

Develop a plan to maintain public areas, including lakes, parks, and wetlands.

Expand and implement a communication plan.

Create a parking plan for the city.

External – Regular, timely, and relevant information pushed out to residents through all relevant platforms that residents regularly use, such as FB, Instagram, and X.

Roles and Responsibilities under Council/Manager form of leadership – Council, Mayor, and City Manager

Long-Term Projects—Establish a high-level plan with a timeline for the commercial development of the Rockbridge Road corridor, including DDA, Enterprise Zone, and Rural Development Zone, and possibly bring in a consultant or GMA team for guidance. The plan should include a quarterly report to the Council so we can monitor progress and address any roadblocks.

Potential renovation of old City Hall.

City-wide paving plan

Commercial District - Rural Opp and Enterprise Zone designation

Wetlands

Dam Repair

Current SPLOST projects

Public Works planning

DDA/TAD/Business District – work to prepare us for future development in our business district.

ARPA Funds – make sure we are ready to have a plan to get contracts awarded to spend our ARPA Funds

Lake/Wetlands/Flume/System (getting water to Lake & Wetlands)/Headwall Dam.

Level of Service regarding maintenance of our trails, damn on the backside of the lake

Lake Management Plan

Tree Canopy Management plan – update Tree Ordinance / Activate Tree Board

Weekly updates regarding tasks/projects to keep us all updated on what is being worked on.

Divide tasks and appoint a point person for certain issues, a member of the City Council who will be the primary point of contact about certain issues, with the responsibility to gather and share information with the rest of the City Council.

Planning flume restoration and establishing a maintenance plan

Dam Project. What is it? Where are we? What has been done? What's next?

Specified roles or some kind of organization and division of labor

City alcohol policy for non-profits to follow state requirements

First Amendment auditing training for every city employee

Complete our current projects

Courtroom, Wetlands. Oak Rd, Dam and bridge projects.

Ensure we have a maintenance plan for wetlands and trails.

Continue to develop the Enterprise Zone and be aware of just how important Rockbridge Rd is to Pine Lake's future. Get a DDA.

The priorities were then used to develop the city's top five goals.

## **STRATEGIC PRIORITIES - GOALS**

### **Goal #1**

**Make a final decision about the City Manager's position. Hire a full-time City Clerk**

#### **Objectives:**

- Discuss with possible internal or existing candidates to see if this is a viable option for both parties
- If not, advertise accordingly. Prepare an interview team and set a date for completion of the process to have someone on board

#### **Responsibility:**

- Mayor, City Attorney, Interim City Manager

Timetable:

- TBD

**Goal #2**

**Create or revamp the current project management report for the Mayor and Council**

Objectives:

- Improve internal communication among elected officials while building better trust and relationships
- Capture all pending projects with funding outlets. List the status of each with potential completion dates
- Coordinate time blocks with the city manager for any council members who want a deeper dive into projects or need additional information
- This will aid in improving external communication with the public

Responsibility:

- Former City Manager/Interim City Manager, possible city councilmember

Timetable:

- Have a draft prepared by January 15<sup>th</sup> or sooner to review in a council work session meeting

**Goal #3**

**Discuss, review, and study the level of quality services the Public Works Department provides.**

Objectives:

- Determine the options for the city and be prepared to make a decision for the betterment of Pine Lake
- Host a public meeting to get some input from the residents about public works and services provided or expected
- Make a request to the county for possible funding for certain PW services, possible tourism funds
- Complete an assessment of the current project manager's contract and consider a renewal
- Research to see if State Prisoners are an option for ROW work

Funding:

- General Fund

Responsibility:

- Mayor and Council, City Manager

Timetable:

- Put together viable options by December 15, plan a public meeting by January 22, 2025, and make a final decision no later than February 28, 2025

**Goal #4**

**Revamp city codes and ordinances with an emphasis on code enforcement in the downtown business district**

Objectives:

- Define the types of codes desired and focus on updates
- Research 3-5 different samples of other cities and their code enforcement practices, such as Suwannee, Canton, Woodstock, and Roswell
- Review downtown boundaries and define a comprehensive plan for conditions, standards, and expectations.
- Share the vision with the downtown business owners and the public to gain input and support

Funding:

- General Fund, Hotel/Motel

Responsibility:

- City Manager, City Attorney, subject matter experts

Timetable:

- Planning and Zoning Chapters updates will be ongoing. Have examples of design standards in 6-8 months to put before the P&Z Board for review and approval.

This report includes a sample work plan for the City Manager to use as a tracker for each project or priority the elected officials set so each could be tracked. This is a great communication tool

to keep the elected officials updated on each other's progress and status. A "Check-out" was done at the conclusion of the retreat to understand where everyone was after the retreat sessions. The words provided were:

- Convoluted
- Motivated to work with the manager
- Overwhelmed
- Ready to roll up your sleeves and get to work
- Encouraged
- Clarity
- Good Conversation
- Frustrated with specific plans

In closing, I would like to thank Mayor Hall, City Council Members, and both the former City Manager and Interim Manager for dedicating their time to help prepare Pine Lake for its planning session. GMA looks forward to a continued partnership.

**Submitted by:**

Pete Pyrzenski, GMA Member Services Consultant

*Attachments:* Work Plan



## **CONSTITUTIONAL AMENDMENT 1: PROPERTY TAX RELIEF (HB 1022, HB 581)** *COURTESY OF THE GEORGIA PUBLIC POLICY FOUNDATION & WABE/PBS/NPR*

Early voting began in Georgia on October 15. Besides the presidential race at the top of the ballot, congressional races, the state legislature and local government offices, Georgia voters will also see three statewide ballot referendums — including one measure designed to provide property tax relief.

No issue has prompted more response in recent years to state and local officials — and the Georgia Public Policy Foundation — than shock at property tax bills. This has arisen primarily from exponential increases on homestead values, but steadily rising millage rates are also a cause of frustration.

The General Assembly passed H.R. 1022 and HB 581 earlier this year to provide property tax relief. H.R. 1022 enables the local referendum that Georgians will see on their ballots to enact HB 581. Constitutional Amendment 1 reads:

“Shall the Constitution of Georgia be amended so as to authorize the General Assembly to provide by general law for a state-wide homestead exemption that serves to limit increases in the assessed value of homesteads, but which any county, consolidated government, municipality, or local school system may opt out of upon the completion of certain procedures?”

Even if the majority of local voters approve the floating homestead exemption amendment in November, the local taxing entities — counties, cities, school districts — can still choose to opt out of this system.

Notably, this legislation only applies to homesteads; commercial, industrial and agricultural properties are not affected, nor are any non-homestead residences.

Despite a common misconception — that the state is taking the power away from local governments to determine home values and millage rates — this statewide referendum preserves those functions at the local level. Nor is there any equalization of home values across county lines.

### *Capping home value assessments*

The first portion of HB 581 is designed to limit annual increases on the assessed — or taxable — value of homesteads to no more than the rate of inflation.

If approved, homesteads would first be eligible to receive this exemption in tax year 2025, which means that the home value in 2024 would be established as the base year. However, for those homeowners who have a home value locked in at a previous year’s rate for 2024 — such as those after a successful appeal — that would be the base value.

For example, if the base year value of the home is \$400,000, and the following year the fair market value has increased to \$425,000, the millage rate would not be levied against \$425,000.

**CONSTITUTIONAL AMENDMENT 1: PROPERTY TAX RELIEF (HB 1022, HB 581)**  
**COURTESY OF THE GEORGIA PUBLIC POLICY FOUNDATION & WABE/PBS/NPR**

Rather, in this proposed system, the home value would be determined as \$400,000 multiplied by the inflation rate (likely the Consumer Price Index) over the previous year. So, if the CPI was 3%, then the taxable value of that home would now be \$412,000, instead of \$425,000 under the current system (this example does not take into account any existing homestead exemptions).

Millage rates and property values would still be determined at the local level by the respective parties. By implementing the *option* for this cap on assessed values, the state is attempting to resolve the ongoing disconnect between the unelected tax assessors who compute the formulas to determine home values and the citizens who don't understand – or are unable to pay – the resulting increases on a home they have owned for decades.

Importantly for Georgians concerned about the impact on their existing local homestead exemption, the calculation that ultimately takes precedence is the one more beneficial for the taxpayer, whether it is this proposed model (if enacted) or an existing floating exemption that provides greater tax relief. As for those local governments with frozen homestead exemptions, they will remain in place. In short, this bill is designed for the homeowner to come out better than or the same as today, not worse.

While those local exemptions may yield varied results when evaluating the cumulative effect on local property tax bills, consider this: Each local taxing authority – counties, cities and school boards – retains the choice of opting out if local voters approve the referendum. This process includes three public hearings and must be completed by March 1, 2025.

Since each governing body retains the independent decision whether to opt out, the possibility remains that a home can have different taxable values for each of them when the property tax bill is issued. Thus, certain millage rates could still be applied to the fair market value of a home.

*New sales tax: FLOST*

This bill also amends existing state law regarding local sales taxes. This is designed to offset potential revenue losses for cities and counties, which receive the majority of their funding from property taxes. By creating a new exemption to the two-penny local sales tax limit under state law, local governments can hold a future referendum for a Floating Local Option Sales Tax (FLOST) – if the homestead exemption referendum is approved and all local governments that tax property choose not to opt out.

The FLOST can be raised in 0.05 increments up to a penny of local sales tax, and the proceeds would be divided based on a local agreement between the county, the cities that opted in, and any local municipalities that do not assess property taxes.

## **CONSTITUTIONAL AMENDMENT 1: PROPERTY TAX RELIEF (HB 1022, HB 581)** ***COURTESY OF THE GEORGIA PUBLIC POLICY FOUNDATION & WABE/PBS/NPR***

What happens to the FLOST if some local governments choose to opt out, but not all? In short, this bill represents an all-or-nothing proposition for residents. If a county opts out of the floating homestead exemption, all of its cities are ineligible to receive the FLOST. If any city that taxes property chooses to opt out of the floating homestead exemption, then the entire *county* is ineligible for the FLOST.

School boards that opt out do not have any impact on whether the FLOST vote is held because they cannot participate in the FLOST under this amendment. This is primarily because schools currently receive local sales taxes from ESPLOST and ELOST funds. However, there is nothing to prevent another constitutional amendment from adding local schools as recipients of FLOST funds.

### *Property tax bills*

Finally, this legislation also includes elements to improve transparency for both taxpayers and local governments.

Property tax assessments would display an “estimated roll-back rate” rather than the expected millage rate liability under the current system. Information would also be provided on how much the homeowner’s property tax liability has been reduced due specifically to FLOST revenues.

The chief tax appraiser would also be required to appraise every parcel in their county once every three years. One consequence of this is that it reduces the likelihood of massive valuation increases at once, as has been the case in some counties that have fallen years behind in reappraising properties.

Local governments previously raised concerns about the existing appeals process, so that has been modified. If taxpayers, or their representatives, do not appear for the settlement conference, then they are not eligible for a temporary reduction in the amount of taxes due or for their attorney’s fees. In addition, the three-year lock for home values now only goes into effect if the appeal results in a reduced valuation – previously, values that were unchanged were also eligible.

When considering the multifaceted aspects of this legislation and referendum, a simple, comprehensive answer is difficult. However, this will hopefully give homeowners some much-needed context and some insight into what to expect.

**CONSTITUTIONAL AMENDMENT 1: PROPERTY TAX RELIEF (HB 1022, HB 581)**  
*COURTESY OF THE GEORGIA PUBLIC POLICY FOUNDATION & WABE/PBS/NPR*

12:28

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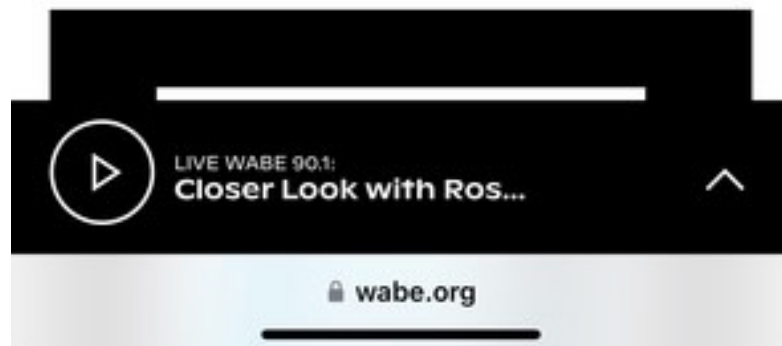


Georgia voters approved this measure with over 60% of the vote as of 11:30 p.m. on Tuesday night. The Associated Press called it earlier in the evening.

This homestead tax exemption will freeze the values of all homesteads in Georgia for the purposes of property taxes, capping property tax increases statewide.

Property value determines the amount of taxes that homeowners pay. With the passage of the measure, property values will now be based on a yearly assessment of the consumer price index, meaning that property tax increases won't outpace inflation.

The exemption will last as long as the homeowner owns the home.



AGREEMENT BETWEEN THE CITY OF PINE LAKE, GEORGIA, a Georgia municipal corporation, and FOSTER ENGINEERING AND DESIGN, LLC , a Georgia corporation, located at 3684 Wartrace Drive, Atlanta, GA 30331.

This Agreement between the City of Pine Lake, Georgia (hereinafter "City") and Foster Engineering and Design, LLC (hereinafter "Foster") is based on the mutual consideration contained herein and is effective as of the date of approval and execution by both parties as evidenced below.

SECTION 1. SCOPE OF WORK, REPRESENTATIONS, WARRANTIES AND INSURANCE

The City desires to contract for the construction of two replacement pedestrian bridges at the lake and Foster Engineering and Design, LLC has submitted a proposal to replace the pedestrian bridges at the lake. Foster Engineering and Design, LLC shall be responsible for all construction, engineering and design for the scope of work under this Agreement.

Foster Engineering and Design, LLC employs professional engineers and construction professionals licensed and insured in Georgia and has the requisite expertise and experience to provide two safe pedestrian bridges at Pine Lake, Georgia consistent with professional engineering and construction standards applicable to such work.

Foster will provide all necessary engineering services and construction plans and drawings to replace the two pedestrian bridges. Such work shall include:

Generation of plan set to include all engineering design details required for bridge replacements. All design work to be approved by professional engineer licensed in Georgia as identified in Section 2 of this agreement.

Generation of site safety plan.

Generation of earth disturbance and erosion control plan.

Generation of 3<sup>rd</sup> party inspection schedule for all require work phases.

Pre-construction site visit with City and inspection engineer to confirm logistics, construction schedule and installation methods and means prior to commencement of construction work.

Temporary pedestrian safety and construction barriers to be installed prior to commencement of site work.

Install erosion and sedimentation control prior to any earth disturbance.

Completion of all bridge removal and replacement work within no more than eighty-five (85) calendar days after effective date of this agreement.

Post-construction site visit with City and inspection engineer to ensure completion of work.

Compliance with all applicable laws, regulations, codes and professional standards applicable to service provided under this Agreement.

Foster shall comply with all state and federal laws requiring registration and participation in the federal work authorization program including, without limitation, O.C.G.A. § 13-10-91. Foster shall require and ensure that all subcontractors also comply with all state and federal laws requiring registration and participation in the federal work authorization program including, without limitation, O.C.G.A. § 13-10-91. Attached herewith is the form of the Contractor Affidavit and the Subcontractor Affidavit required under O.C.G.A. § 13-10-91.

Material requested plan or construction changes or modifications will be billed at a rate of \$95.00/hour. All such changes or modifications must be approved by the city council. Additional drawings or work required to secure any necessary permits or payment of permit fees are not included in the scope of work but may be included as a subsequent change or modification mutually approved by the parties in writing. All plans are a work for hire and belong to the City. Foster retains a license to use such plans.

Foster warrants and guarantees that the work provided and materials used will be suitable for customary and usual use of the two pedestrian bridges for at least 3 years for workmanship and 25 years for materials from completion of construction. The "Pedestrian Bridge Replacements At Pine Lake" documents dated October 8, 2024 and submitted by Foster and stamped by George Edward Murray, Jr. as the licensed professional engineer are made a part of this agreement and shall control the construction methods, plans and materials applicable to the project unless modified as required under Section 8 of this Agreement.

Foster will provide evidence of liability insurance and professional services insurance from companies licensed to provide such insurance in the State of Georgia covering all services to be provided by Foster to the City pursuant to this Agreement and will maintain such insurance for the warranty and guarantee period in the paragraph above. The City may request satisfactory evidence of such insurance and a copy of the entire policy of insurance applicable to the required coverage.

## SECTION 2. ESSENTIAL PERSONNEL

Foster has represented that all professional engineering services provided to the City pursuant to this Agreement will be provided by George Edward Murray, Jr., a professional engineer licensed by the Georgia Professional Engineers and Land Surveyors Board, and that Mr. Murray is employed by Foster.

## SECTION 3. COMPENSATION AND CONSTRUCTION

For the complete construction and engineering services provided by Foster, Foster shall be compensated a total of \$98,800.00. One half of such payment amounting to \$49,400.00 shall be payable after approval of this Agreement by both parties and Foster providing to City evidence that all materials have been ordered. The remainder of the payment shall be due within thirty (30) days after satisfactory completion of the work and presentation and acceptance by the city council of a certificate of completion signed by the professional engineer, Mr. Murray.

## SECTION 4. TERMINATION

All work shall be completed no later than January 31, 2025. Except for the warranties, guarantees and insurance coverage applicable to the work performed by or at the direction of Foster, this Agreement shall terminate February 28, 2025. This Agreement may be terminated by the City if the City notifies Foster in writing of any breach of this Agreement or lapse in safety, environmental or construction practices or for failure to provide required proof of insurance, licensure or payment for the work covered by this Agreement and Foster does not cure and provide evidence of such cure to the City within ten (10) calendar days of after notice of such lapse or failure. This Agreement may be terminated by Foster for failure of City to pay services under Section 3 of this agreement.

## SECTION 5. INDEMNIFICATION

Foster shall indemnify and hold harmless the City and all of its agents, employees and officers, from any and all liability, costs, damages, judgements and claims for property damage or personal injury (including death), and attorney fees and court costs, where such claims arise out of, in connection with or result from actions of Foster, its employees, agents, officers, owners or contractors taken pursuant to or in furtherance of this Agreement. Foster agrees to add the City to any policies or agreements providing liability coverage and to pay, at the Foster's sole cost and expense, the cost of such coverage. The City may request proof of such coverage and Foster shall provide it within no more

than seven (7) days. The indemnity provisions shall survive the termination of this Agreement and be in full force and effect during the warranty periods.

#### SECTION 6. ENTIRE AGREEMENT

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

#### SECTION 7. APPLICABLE LAW AND VENUE

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the individual, office or body interpreting the Agreement shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

#### SECTION 8. MODIFICATION

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

#### SECTION 9. NOTICES

All notices, directions, requests, modifications or amendments under this Agreement shall be in writing and shall be deemed properly given when delivered personally or sent by registered or certified United States mail, prepaid to the following addresses:

##### **City of Pine Lake**

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

##### **Foster Engineering and Design, LLC**

Nicholas Foster  
Foster Engineering and Design  
3684 Wartrace Drive  
Atlanta, GA 30331



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

**SECTION 10. SEVERABILITY. WAIVER**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of any provision) invalid or otherwise unenforceable, that provision or portion of a provision shall be severed and the remainder of this Agreement shall be continued in full force and effect as if the invalid provision or portion of a provision were not a part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

The parties have executed this Agreement through their duly authorized representatives.

**CITY OF PINE LAKE, GEORGIA**

By:

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

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

Attest:

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

Approved as to form:

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

**FOSTER ENGINEERING AND  
DESIGN, LLC**

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

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