# REGULAR COUNCIL MEETING CITY OF SKY VALLEY, GEORGIA APRIL 24, 2018 TUESDAY AT 10:00 AM CBC (OLD LODGE), 696 SKY VALLEY WAY

# AGENDA

# 1. Call to Order

- 2. Invocation/Pledge of Allegiance
- **3.** Approval of Minutes March 27, 2018– Regular Council Meeting
- 4. Adoption of Agenda
- 5. Mayor's Remarks
- 6. Council Remarks
- 7. City Manager & Department Reports Exceptions and Questions

#### **PROGRESS REPORT**

- 8. Radar Sign Received and awaiting installation
- 9. Fire Department Lease- Projected for May Work Session
- 10.SDS- Meeting scheduled 04/18/18 in negotiation
- **11.SPLOST-** In negotiation
- 12.2018 Audit Projected for June Work Session
- **13. Public Works Equipment Being Evaluated**
- 14. Surplus Property Being Evaluated
- 15. Hotel/Motel Tax Options Being Researched

# **NEW BUSINESS**

- **16. Municipal Clerk's Week- Proclamation**
- **17.Ethics-Resolution**
- **18. Pavilion Reservations and Rules**
- 19. Resolution Expressing the City Council's Desire to Change the City Charter

# 20. Statewide Mutual Aid & Assistance Agreement- Update names

# **EXECUTIVE SESSION**

**21. Executive Session - Personnel** 

# **OTHER BUSINESS**

**22. Public Forum and General Comments** 

23. Adjournment

# MINUTES OF THE REGULAR COUNCIL MEETING HELD AT CITY OF SKY VALLEY, GEORGIA ON MARCH 27, 2018 AT TUESDAY AT 10:00 AM CBC (OLD LODGE), 696 SKY VALLEY WAY

- MEMBERS PRESENT: Mayor MacNair, Councilors Durpo, Howard, Larsen, Piontkowski & Wheeler
- **STAFF PRESENT:** City Manager Lapeyrouse, City Clerk Fast and Officer Ronald Baumes

# 1. Call to Order

Mayor MacNair called meeting to order.

# 2. Invocation/Pledge of Allegiance

Councilor Howard gave the Invocation and Mayor MacNair led the Pledge of Allegiance.

# 3. Approval of Minutes

February 27, 2018 – Regular Council Meeting March 1, 2018- Work Session March 20, 2018- Work Session Council Howard made a motion to approve the minutes, with a correction to February 27<sup>th</sup> minutes. Councilor Larsen seconded the motion and passed unanimously.

# 4. Adoption of Agenda

Councilor Wheeler made a motion to adopt the Agenda with the addition of an Executive Session to discuss potential litigation. Councilor Piontkowski seconded the motion and passed unanimously.

# 5. Mayor's Remarks

Mayor MacNair provided updates on the Police Department Staff.

# 6. Council Remarks

Councilor Larsen- welcomed everyone and wished everyone a Blessed Easter Week. Councilor Howard – Good Morning and in the March 8<sup>th</sup> edition of the *Clayton Tribune*-City Clerk Fast was elected District 2 Director for the GMC/FOA. Councilor Durpo-Good Morning and Congratulations to City Clerk Fast.

**7. City Manager & Department Reports – Exceptions and Questions** City Manager Lapeyrouse presented reports.

# **PROGRESS REPORT**

- **8.** Radar Sign Received and awaiting installation Mayor MacNair provided an update.
- **9. Fire Department Lease- Projected for May Work Session** Mayor MacNair provided an update.
- **10.SDS- Meeting held 03/21/18- in negotiation** Mayor MacNair provided an update.

# **11.SPLOST- In negotiation**

Mayor MacNair provided an update.

# 12. Pavilion – Reservations, Rules & Staging in progress

Councilor Larsen advised we are trying to get prices for picnic tables, electrical labor only, charcoal units & a cement pad.

# 13. Charter & Rules of Procedure- Being reviewed by attorney

City Attorney Kidd has drafted an ordinance for the Rules of Procedure to be amended and stated changes can be made to the Charter per Home Rule 36.35-3 – Mayor asked it to taken up in the April Work Session.

# 14.2018 Audit- Projected for June Work Session

City Manager Lapeyrouse stated audit is currently underway.

# **15. Surplus Lots-Under review by Attorney**

City Attorney Kidd will need to review deeds and list of lots. To be placed on April Work Session Agenda.

# **NEW BUSINESS**

# 16. Appointment to Rabun County Water & Sewer Authority- Mike Commons

Councilor Howard made a motion to Appoint Mike Commons to the Rabun County Water & Sewer Authority. Councilor Durpo seconded the motion and passed unanimously.

# **17.Ethics Ordinance**

Councilor Howard made motion to approve the Ethics Ordinance as presented. Councilor Piontkowski seconded the motion and passed unanimously.

# **18.Agreement with Rabun County TDA – Hotel/Motel Tax Funds**

Councilor Wheeler made a motion to table the Agreement with Rabun County TDA-Hotel Motel Tax Funds until further investigation by the City Attorney. Councilor Durpo seconded the motion and passed unanimously.

# **19. Consider Contract for Probation Services – CSRA Probation Services, Inc.**

Councilor Piontkowski made a motion to approve the Contract for Probation Services – CSRA Probation Services, Inc. Councilor Durpo seconded the motion and passed unanimously.

# 20. Mayor's Arbor Day Proclamation

Mayor MacNair presented the Mayor's Arbor Day Proclamation.

# 21. Ratify Approval of TruVista Audit

Councilor Piontkowski make a motion to Ratify Approval of TruVista Audit. Councilor Durpo seconded the motion and passed unanimously.

# 22. Proposal for Upgraded Internet/Phone Service

Councilor Howard made a motion to approve the Service Agreement with TruVista for the phone & Internet Services only. Councilor Larsen seconded the motion and passed unanimously.

# 23. Executive Session

Meeting with legal counsel pertaining to pending or potential litigation, settlement,claims,administrative proceedings, or other judicial actions brought or to be brought by or against the city or city official or employee or in which the official or employee may be directly involved. (O.C.G.A. § 50-14-2)

Councilor Wheeler made a motion to move into executive session to discuss potential litigation. Councilor Durpo seconded the motion and passed unanimously.

Councilor Wheeler made a motion reconvene regular session. Councilor Larsen seconded the motion and passed unanimously.

Mayor MacNair advised no action was taken.

# **OTHER BUSINESS**

# 24. Public Forum and General Comments

Liz Morley inquired about radar sign and the survey for the Tree Ordinance performed by Councilor Wheeler. A copy of the survey will be available on the website.

# 25.Adjournment

Councilor Howard made a motion to adjourn. Councilor Durpo seconded the motion and passed unanimously.

There being no further business to come before the Mayor and Council, the meeting was adjourned at 12:17 p.m.

Respectfully submitted,

Robert MacNair, Mayor

Ella Fast, City Clerk



Departmental Report by the City Manager April, 2018

Announcements -

#### April Council Work Session

Please make plans to attend the Council Work Session on Tuesday, April 17 at 10:00 AM in the Lodge. This Work Session is a public non-voting working meeting to openly discuss upcoming agenda items, potential projects and other important items. Presentations, if any, will be made first. The Mayor and Council will then kick-off the discussion. Once Council has discussed an item, the Mayor will open the floor for public comment before we move on to the next item. No decisions will be made at this work session. These work sessions are planned to be held one week before the regular monthly City Council Meeting. Please note that not all work session items will be on the meeting agenda and not all meeting agenda items will necessitate discussion at a work session.

#### April Council Meeting

The next scheduled meeting of the City Council will be Tuesday, April 24th at 10 AM in the Lodge. All work sessions and meetings are being recorded and can be viewed through our website at http://skyvalleyga.com.

#### Wildfire Community Preparedness Day

Residents are encouraged to participate in Wildfire Community Preparedness Day on Saturday, May 5<sup>th</sup>. The goal will be to have homeowners clear debris, leaf litter and other flammables 60 feet away from the front and sides of the home. Prune trees up to 6' or 8' above ground level within this zone and mulch shrubs with non-flammable material such as river stone. The City will collect limbs and bagged leaves on Monday, May 7th.

# Communication/Marketing -

#### Website - www.skyvalleyga.com

Our website is full of a variety of information for visitors and citizens. We have a visitor's guide with information on the area, and we also have the business side including meeting minutes, ordinances, forms, permitting requirements, event information, contact information, etc. Last year we had over 34,000 unique visitors to the website. This year, we have had 6,955 unique visitors to the website including 2,294 during the month of March.

#### **E-Mail and Crisis Communication**

The City's e-mail distribution list is used frequently to keep everyone informed during inclement weather and for current events. This is our best way of staying connected with the residents. We currently have 472 e-mails for City News and another 1,093 for Event and Tourism Information. We also utilize a phone system for relaying urgent information. If you are not on these lists, please contact City Hall or sign up through the City's website home page.

#### Facebook – www.facebook.com/skyvalleyga

The City's Facebook page has a total of 2,073 followers with 16 new followers added during the month of April. If you have not "liked" us on Facebook yet, please do and suggest our page to all of your Facebook friends. We share information, links and many pictures on Facebook. We would love to have you share your favorite Sky Valley experiences and pictures on our page.

#### **Visitor Center**

Last year we had the opportunity to welcome 1,798 visitors to the City of Sky Valley through our operations at the visitor center. This year, we have greeted 284 people including 143 during the month of March. Our longest distance travelers last month came from Michigan, Texas, Indiana, Eastern Europe, Nevada and Pennsylvania.

#### **Departments** -

#### **Tax Department**

#### Delinquent Property Taxes

Twenty-eight tax liens have been filed for the delinquent 2017 property taxes. The tax sale will be held June 5, 2018, at the Rabun County Courthouse. Please contact Alyssa Mullins at City Hall to obtain payoff information.

Short Term Rentals - It is mandatory that every person engaging in short-term home rentals of 10 days or less must register with the city clerk. If you have not done this yet, I urge you to contact City Hall immediately. Each rental within the City limits of Sky Valley is required to submit a monthly tax return by the 20th of the month for rentals during the previous month. An operator who fails to make any return or to pay the amount of tax will be assessed penalties and interest.

#### Permitting & Inspections

#### Building Permits

The building inspector wants to remind everyone that work done on your home may likely require a permit. The inspector has come across a number of jobs that did not have the appropriate permits. When in doubt, please contact the Building Inspector's Office or City Hall. If you are found to be doing work without a permit, your first offense will subject you to a penalty fee equal to double the cost of the permit, a \$50 minimum. The homeowner is ultimately responsible for making sure his/her contractors obtain the necessary permits. Permits are required for, but not limited to, all structural, mechanical, electrical, plumbing, soil & erosion, roofing, decking, stairs, concrete, tree cutting, additions and remodeling. Many repair permits have no cost associated with them but are still required and will still be subject to the penalty fee if they are not properly obtained.

#### Tree Cutting Permits

Please don't forget that any tree with a trunk that is 8" or more in diameter (25" or more in circumference) at 18" above the ground requires a permit for cutting, trimming & topping.

Please note that native shrubbery, trees and undergrowth such as mountain laurel, rhododendron, rare wildflowers, ferns, etc. are protected within the City of Sky Valley. Clear cutting or the removal of all trees or native vegetation is prohibited in excess of a 10' x 10' area without a permit.

You are allowed to remove limbs from a tree up to twelve feet above the ground without a permit. If you had to obtain a permit to cut, it would not qualify for city chipping service. Contractors are responsible for the removal of all tree cuttings and debris within fourteen days.

#### Roads

The Roads Department has been cleaning ditches and has started on right-of-way trimming. This will include shrubs and trees encroaching into and over the roadway and drainage ditches as well as those shrubs and trees that create a line-of-sight hazard. Tree trimming will also be done in coordination with the terms of our Firewise Grant.

Equipment needs have been reviewed by Mayor MacNair and Councilman Wheeler. This will be a topic for the April work session.

#### City Park

The City Council will continue discussing staging, reservation procedures and rules for the park pavilion at the April work session. The City has purchased eight picnic tables to be put at the pavilion. Prices are being gathered for park grills, electricity for the pavilion and a concrete pad for the grilling area. Donations will be solicited to help fund these improvements.

#### Police

The Police Chief would like to remind everyone that the non-emergency number for the police department should not be used in the case of an emergency. Please call 911 so that all responding agencies can get the necessary information through the dispatch center without delay.

The radar speed detection warning sign has been received and Chief Estes will be arranging for installation.

Officer Edwards has returned to the police force on light duty.

Chief Estes is also expected to return to duty within the coming days.

The police responded to 8 emergency 911 calls, 2 suspected break-ins, 1 family violence call, 1 prescription drug theft, 19 resident assists, 2 visitor escorts, 481 residence checks, 143 business checks, 9 welfare checks and 11 traffic stops among the 695 total calls and requests for service. They also logged 2,315 miles patrolling the city.

#### Water

Don't forget that we now offer automated bank draft for water/garbage billings. Please contact Alyssa Mullins at City Hall to sign up for this service. Remember, your account will automatically be drafted for the total amount due each month. You will still receive a paper bill so that you can continue to audit the water usage and billing amount each month.

City Ordinance requires that all residences vacated during winter months shall be winterized to protect the plumbing from freezing. Under no circumstances may a water tap be left open to prevent freezing while you are away. This practice is prohibited and a violation of water use conservation by GA EPD. Any vacated residence detected using water by the City will be assumed to have faulty plumbing internally. Upon this assumption the City will turn off the water to prevent additional damage to the property and attempt to contact the property owner. With the cold weather, several homeowners have experienced broken water lines in their yards and damages to their homes. We cannot emphasize enough that you should have your homeowner valve adjacent to the meter shut off when you are going to be away. If you are unable to turn off/on the valve by yourself, the City offers this service for \$10.00.

#### Sewer

The feasibility study for the sewer project was presented at the March work session and is available on the city website. This was a study prepared by Engineering Management Inc. and funded jointly by the City and Rabun County.

#### Solid Waste

Household garbage is collected on Monday and recycling on Thursday. Garbage and recycling must be put out by 8 AM on collection day. Don't forget that garbage should not be placed out for pick-up any earlier than the morning of the service. Animals scatter garbage even when put in the underground cans. Our garbage collectors are not responsible for picking up any garbage that is not properly bagged once they arrive. The compactor at the tractor barn on Knob Drive can be utilized when you need to take your garbage somewhere prior to a garbage collection day. This is especially important when your garbage contains food items. NO garbage other than regular bagged household garbage should be put out by the road or in any dumpster or compactor.

Please note, if you use underground cans and they are in disrepair, you will need to discontinue their use or replace them. We have a constant problem with untied bags and loose trash in the underground cans. If you are using an underground can, you should have a removable liner that can be lifted out of the can. If you do not have the liner, you will need to discontinue use until replaced. This is for the safety of our garbage collectors.

Any contractors or residents found dumping lumber, carpeting, paint, furniture, appliances, or any other non-bagged household garbage in the dumpsters or compactor will be cited and fined up to \$1,000. Construction debris and other such items should be hauled to the transfer station on Boggs Mountain Road in Tiger.



Reduce... Reuse... Recycle...

<u>Reduce</u> the amount and toxicity of trash you throw away <u>Reuse</u> containers and products <u>Recycle</u> as much as possible and buy products with recycled content

|                       |      |      |      |     |     | POL | ICE DI | EPARI | IMEN | T ACI | POLICE DEPARTMENT ACTIVITY LOG | DOJ |             |               |                    |                    |               |
|-----------------------|------|------|------|-----|-----|-----|--------|-------|------|-------|--------------------------------|-----|-------------|---------------|--------------------|--------------------|---------------|
| INCIDENT              | Jan  | Feb  | Mar  | Apr | Мау | Jun | Jul    | Aug   | Sep  | Oct   | Nov                            | Dec | 2018<br>YTD | 2017<br>Total | 2016<br>Incomplete | 2015<br>Incomplete | 2014<br>Total |
| Fire                  | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 12            | 9                  | 4                  | 10            |
| Medical Emergency     | 1    | 1    | 4    |     |     |     |        |       |      |       |                                |     | 9           | 49            | 52                 | 21                 | 35            |
| Vehicle Accident      | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 14            | 19                 | 13                 | 7             |
| Family Violence       | 0    | 0    | 1    |     |     |     |        |       |      |       |                                |     | 1           | 4             | 0                  | 2                  | 1             |
| Fight/Assault         | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 0             | 2                  | 0                  | 1             |
| Death/Suicide         | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 4             | 2                  | 0                  | e             |
| Missing Person        | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 10            | 9                  | 2                  | 9             |
| Burglary/Break-In     | 0    | 0    | 2    |     |     |     |        |       |      |       |                                |     | 2           | L1            | 7                  | сı                 | 1             |
| Theft                 | 0    | 0    | 1    |     |     |     |        |       |      |       |                                |     | 1           | 1             | 9                  | m                  | 4             |
| Suspicious Activity   | £    | 1    | 1    |     |     |     |        |       |      |       |                                |     | S           | 10            | 00                 | 14                 | 26            |
| Suspicious Person     | ŝ    | 0    | m    |     |     |     |        |       |      |       |                                |     | 9           | 18            | 7                  | m                  | 4             |
| Suspicious Vehicle    | 0    | 0    | 1    |     |     |     |        |       |      |       |                                |     | -1          | 24            | 10                 | S                  | 24            |
| Alarm                 | 1    | 0    | ŝ    |     |     |     |        |       |      |       |                                |     | 4           | 20            | 23                 | 0                  | 12            |
| Investigation         | 0    | 0    | 2    |     |     |     |        |       |      |       |                                |     | 2           | 69            | 162                | 0                  | £             |
| DUI/Public Drunk      | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 1             | 0                  | 0                  | 0             |
| Drug Related          | 0    | 0    | 1    |     |     |     |        |       |      |       |                                |     | -           | 0             | 0                  | 0                  | 0             |
| Juvenile              | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 0             | 4                  | 0                  | 0             |
| Traffic Control       | 0    | 1    | 0    |     |     |     |        |       |      |       |                                |     | 1           | 45            | 41                 | 20                 | 14            |
| Traffic Stop          | ∞    | 15   | 11   |     |     |     |        |       |      |       |                                |     | 34          | 131           | 189                | 31                 | 19            |
| Mutual Aid            | 0    | Ч    | 0    |     |     |     |        |       |      |       |                                |     | Ч           | 44            | 45                 | σ                  | 38            |
| Animal                | 0    | ŝ    | 2    |     |     |     |        |       |      |       |                                |     | S           | 136           | 117                | 30                 | 29            |
| Lost & Found          | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | £             | 18                 | 0                  | 9             |
| Complaint             | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 9             | £                  | 13                 | 16            |
| City Ord. Violation   | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 10            | 00                 | -1                 | 2             |
| Resident Assist       | 6    | ъ    | 19   |     |     |     |        |       |      |       |                                |     | 33          | 254           | 312                | 16                 | 18            |
| Residence Check       | 735  | 501  | 481  |     |     |     |        |       |      |       |                                |     | 1717        | 5279          | 1299               | 36                 | 0             |
| <b>Business Check</b> | 303  | 193  | 143  |     |     |     |        |       |      |       |                                |     | 639         | 2577          | 820                | 0                  | 0             |
| Welfare Check         | £    | 6    | 6    |     |     |     |        |       |      |       |                                |     | 21          | 178           | 06                 | σ                  | 11            |
| Visitor Escort        | 1    | 2    | 0    |     |     |     |        |       |      |       |                                |     | £           | 99            | 190                | 22                 | 34            |
| Vehicle Assist        | 1    | 0    | 0    |     |     |     |        |       |      |       |                                |     | -           | 39            | 80                 | 36                 | 70            |
| Arrests               | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 4             | 00                 |                    | S             |
| Warnings              | ∞    | 19   | 11   |     |     |     |        |       |      |       |                                |     | 38          | 109           | 121                | 4                  | £             |
| Citations             | 0    | 0    | 0    |     |     |     |        |       |      |       |                                |     | 0           | 14            | 93                 | ε                  | 6             |
| Total Calls           | 1076 | 751  | 695  | 0   | 0   | 0   | 0      | 0     | 0    | 0     | 0                              | 0   | 2522        | 9132          | 3748               | 140                | 561           |
| 911 Calls             | 2    | 4    | 8    |     |     |     |        |       |      |       |                                |     | 14          | 93            | 69                 | 0                  | 60            |
| Mileage               | 3392 | 2450 | 2315 |     |     |     |        |       |      |       |                                |     | 8157        | 42261         | 34929              | 18152              | 37039         |

04/04/18 16:10:25

CITY OF SKY VALLEY Account Query For the Accounting Periods: 3/18

3/18

Page: 1 of 1 Report ID: L099

Fund=100,275,300,505,545,745 , AND ACCT=111110,111120,111130,111140,111150

|   |  |  | Closing                                      |  |
|---|--|--|--|--|
| Account Object Fund   | Upering<br>Balance                           | Change                                     | Balance                                      |  |
| 110000<br>111110 GENERAL FUND CHECKING                          |  |  |  |  |
| 100 GENERAL FUND<br>Account Total                               | 1,506,105.19<br>1,506,105.19                 | 46,418.95 CR<br>46,418.95 CR               | 1,459,686.24<br><b>1,459,686.24</b>          |  |
| 111120 COURT CHECKING   |  |  |  |  |
| 745 COURT Account Total:  | 17,145,24<br>17,145,24                       | 1.41<br>1.41                               | 17,146.65<br>17,146.65                       |  |
| 111130 ENTERPRISE CHECKING                                      |  |  |  |  |
| 505 WATER FUND<br>545 SOLID WASTE & RECYCLING<br>Account Total: | 896,162.15<br>86,134.19<br><b>982,296.34</b> | 3,492.45 CR<br>7,009.14<br><b>3,516.69</b> | 892,669.70<br>93,143.33<br><b>985,813.03</b> |  |
| 111140 HOTEL MOTEL CHECKING                                     |  |  |  |  |
| 275 HOTEL/MOTEL TAX<br>Account Total:                           | 2,748.64<br><b>2,748.64</b>                  | 1,054.61<br><b>1,054.61</b>                | 3,803.25<br>3,803.25                         |  |
| 111150 CAPITAL PROJECT CASH                                     |  |  |  |  |
| 300 CAPITAL PROJECTS<br>Account Total:                          | 3,449.10<br>3,449.10                         | 0.28<br>0.28                               | 3,449.38<br><b>3,449.38</b>                  |  |
| Account Group Total:<br>Grand Total:                            | 2,511,744.51<br>2,511,744.51                 | 41,845:96<br>41,845:96 CR                  | 2,469,898.55<br>2,469,898.55                 |  |

| 04/04/18<br>Income Sta<br>For the Accountin  | OF SKY VALLEY<br>tements Summarize<br>g Period: 3 / | д<br>1 8                       | Repo                                | Page: 1 of 4<br>ort ID: LB170AS1       |                |
|--|---|--------------------------------|-------------------------------------|--|----------------|
| 100 GENERAL FUND   |   |                                |                                     |  |                |
| Account Description  | Current<br>Month                                    | Current Y                      | fearBudget                          | Variance                               | ф              |
|  |   |                                |                                     |  |                |
|  | 34.3  | 84.8                           | 8,160.0                             | 83,875.1                               | 92             |
|  | 680.00<br>500.00                                    | ,404.0<br>500.0                | , 700.0                             | 1,296.0<br>3,000.0                     |                |
|  |   | 26.1<br>41.2                   | ,640.0                              | 5,613.8<br>7,858.7                     |                |
| 360000 INVESTMENT INCOME<br>370000 CONTRIBUTIONS/DONATIONS<br>380000 MISCELLANEOUS REVENUE | 121.80<br>2,587.09                                  | 380.76<br>8,551.25<br>4,827.09 | 1,500.00<br>25,000.00<br>13,000.00  | -1,119.24<br>-16,448.75<br>-8,172.91   | 5 7 7 N N      |
| Total Revenue  | 9,023.25  | 1,022,115.39                   | 1,189,500.00                        | -167,384.61                            | 86             |
|  |   |                                |                                     |  |                |
| Expenses   | c   | ۳<br>۲                         |                                     |  |                |
| 411000 LEGISLATIVE<br>413000 Executive   | 18:17<br>18:17                                      | 0 L . L                        | 0,800.0<br>3,100.0                  | , 238.9<br>, 081.8                     |                |
|  | 954.2   | 224.0                          | 4,730.0                             | 4, 566.U<br>5,723.3                    |                |
| GENERAL  | 3,667.45<br>134.72                                  | 8,482.5<br>700.9               | 52,300.0<br>4,935.0                 | 43,817.4<br>4,234.1                    |                |
|  | 98.5  | , 833.7                        | 8,635.0                             | 1,801.2                                |                |
|  | 17,631.73   | 56,975.07<br>7,440.00          | 14,450.0<br>30,000.0                | 57,474.9<br>22,560.0                   | 2 H C<br>7 H C |
| PARKS  | (   |                                | 5,750.0                             | 5,750.0                                |                |
| 470000 HOUSING & DEVELOPMENT<br>475000 ECONOMIC DEVELOPMENT<br>490000 OTHER FINANCING USES | L,443.33<br>3,660.72                                | 4, >322.03<br>11, 829.21       | 23,135.00<br>53,135.00<br>17,849.00 | 41, 202.97<br>41, 305.79<br>17, 849.00 | 57             |
| Total Expenses   | 61,719.29   | 246,286.19                     | 1,196,000.00                        | 949,713.81                             | 21             |
| Net Income from Operations   | -52,696.04  | 775,829.20                     |                                     |  |                |
| Other Revenue<br>390000 OTHER FINANCING SOURCES  |   | 10,372.49                      | 6,500.00                            | 3,872.49                               | 160            |
| Total Other Revenue  | 0.00  | 10,372.49                      | 6,500.00                            | 3,872.49                               | 160            |
|  |   |                                |                                     |  |                |
|  |   |                                |                                     |  |                |

786,201.69

-52,696.04

Net Income

| 00         | 00      |
|------------|---------|
| -          | 4       |
| ~          | • •     |
| 4          | 9       |
| $\circ$    | $\circ$ |
| ~          | • •     |
| $\Delta$   | 9       |
| $\bigcirc$ | $\neg$  |
|            |         |

CITY OF SKY VALLEY Income Statements Summarized For the Accounting Period: 3 / 18

275 HOTEL/MOTEL TAX

|   |             |                            |          | current Year |           |           |     |
|---|-------------|----------------------------|----------|--------------|-----------|-----------|-----|
| Account                                 | Description |                            | Month    | Current YTD  | Budget    | Variance  | qlp |
| Revenue<br>310000 TAXES<br>360000 TAXES | EMCC14 F    |                            | 1,054.37 | 3, 737.75    | 10,000.00 | -6,262.25 | 37  |
| TNAMICANT DODOC                         | THOONT .    | Total Revenue              | 1,054.61 | 3,739.96     | 10,000.00 | -6,260.04 | 37  |
| Expenses<br>490000 OTHER FINANCING USES | NCING USES  |                            |          |              | 10,000.00 | 10,000.00 |     |
|   |             | Total Expenses             | 0.00     | 0.00         | 10,000.00 | 10,000.00 |     |
|   |             | Net Income from Operations | 1,054.61 | 3,739.96     |           |           |     |
|   |             |                            |          |              |           |           |     |

3,739.96

1,054.61

Net Income

| 04/04/18<br>16:06:48                                    |                        | CITY OF SKY VA<br>Income Statements Su<br>For the Accounting Period: | CITY OF SKY VALLEY<br>Income Statements Summarized<br>Accounting Period: 3 / 18 | _ ∞                  | Repo                   | Page: 3 of 4<br>Report ID: LB170AS1 |            |
|---|------------------------|--|---|----------------------|------------------------|-------------------------------------|------------|
| 505 WATER FUND  |                        |  |   |                      |                        |                                     |            |
|   |                        |  |   | Current Year         | AL TTTTTTTTTT          |                                     |            |
| Account   | Description            |  | Month   | Current YTD          | Budget                 | Variance                            | qlp        |
| Revenue   |                        |  |   |                      |                        |                                     |            |
| 340000 CHARGES FOR SERVICES<br>360000 INVESTMENT INCOME | R SERVICES<br>I INCOME |  | 25,288.87<br>82.49  | 100,229÷01<br>248÷61 | 391,000.00<br>1,000.00 | -290,770.99<br>-751.39              | 5 Q<br>5 Q |
|   |                        | Total Revenue  | 25,371.36   | 100,477.62           | 392,000.00             | -291,522.38                         | 26         |
| Expenses<br>444000 WATER                                |                        |  | 24,333.78   | 62,495.44            | 392,000.00             | 329,504.56                          | 16         |
|   |                        | Total Expenses   | 24,333.78   | 62,495.44            | 392,000.00             | 329,504.56                          | 16         |
|   |                        | Net Income from Operations   | 1,037.58  | 37,982.18            |                        |                                     |            |

37,982.18

1,037.58

Net Income

| 04/04/18<br>16:06:48           |                | CITY OF SKY VAL<br>Income Statements Su<br>For the Accounting Period: | CITY OF SKY VALLEY<br>ncome Statements Summarized<br>Accounting Period: 3 / 18 | σ                             | Repo         | Page: 4 of 4<br>Report ID: LB170AS1 |    |
|--------------------------------|----------------|---|--|-------------------------------|--------------|-------------------------------------|----|
| 545 SOLID WASTE                | & RECYCLING    |   |  |                               |              |                                     |    |
| Account                        | Description    |   | Current<br>Month   | Current Year<br>Current YTD 1 | ar<br>Budget | Variance                            | dþ |
| Revenue<br>340000 CHARGES FC   | FOR SERVICES   |   | 16,104.05  | 48,314.17                     | 193,350.00   | -145,035.83                         | 2  |
|                                |                | Total Revenue   | 16,104.05  | 48,314.17                     | 193,350.00   | -145,035.83                         | 25 |
| Expenses<br>445000 SOLID WASTE | LE & RECYCLING |   | 7,854.80   | 31,991.60                     | 193,350.00   | 161,358.40                          | 17 |
|                                |                | Total Expenses  | 7,854.80   | 31,991.60                     | 193,350.00   | 161,358.40                          | 17 |
|                                |                | Net Income from Operations  | 8,249.25   | 16,322.57                     |              |                                     |    |
|                                |                | Net Income  | 8,249.25   | 16,322.57                     |              |                                     |    |

|                     |            | Report For 2014<br>March 2018<br>x Commissioner |             |             |
|---------------------|------------|---|-------------|-------------|
| 0.011               | Billed     | Collected                                       | Adjustments | Outstanding |
| 2014 Ad Valorem Tax | 953,344.25 | 948,356.10                                      | 4,890.29-   | 97.86       |
| Interest            | 1796.12    | 1767.17   | 0           | 28.95       |
| Penalty             | 1387.45    | 1377.66   | 0           |             |
| Costs               | 940.00     | 918.00  |             | 9.79        |
| Totals              | 957,467.82 |   | 0           | 22.00       |
|                     | 23/,40/.82 | 952,418.93                                      | 4890.29-    | 158.60      |

# Collected: 99.98 %

| 9                   |            | Report For 2015<br>March 2018<br>x Commissioner   |             |             |
|---------------------|------------|---|-------------|-------------|
|                     | Billed     | Collected   |             |             |
| 2015 Ad Valorem Tax | 945099.76  | 944,848.33  | Adjustments | Outstanding |
| Interest            | 2250.99    | the second se | 467.14+     | 718.57      |
| Penalty             |            | 2105.02   | 0           | 145.97      |
|                     | 1627.68    | 1555.83   | 0           | 71.85       |
| Costs               | 4036.00    | 3640.00   | 0           | 396.00      |
| Totals              | 953,014.43 | 952,149.18  | 467.14+     | 1332.39     |

# Collected: 99.92%

1

| κ.                  |                 | Report For 2016<br>March 2018<br>x Commissioner |             |                   |
|---------------------|-----------------|---|-------------|-------------------|
|                     | Billed          | Collected                                       | Adjustments | Outstanding       |
| 2016 Ad Valorem Tax | 943,040.34      | 940,011.83                                      | (-2,626.45) | 402.06            |
| Interest            | nterest 1084.44 |   | (2,020.13)  | 51.59             |
| Penalty             | 414.93          | 400.93  |             | 14.00             |
| Costs               | 7150.31         | 6319.01   |             |                   |
| Totals              | 951,690.02      | 947,764.62                                      | (-2,626.45) | 831.30<br>1298.95 |

# Collected: 99.96%

|                     |            | Report For 2017<br>March 2018<br>x Commissioner |             |                             |
|---------------------|------------|---|-------------|-----------------------------|
|                     | Billed     | Collected                                       | Adjustments | Outstanding                 |
| 2017 Ad Valorem Tax | 942,962.54 | 921,208,99                                      | +845.30     | 22,598.85                   |
| Interest            | 1021.64    | 505.86  | 0.00        | 515.78                      |
| Penalty             |            |   | 0.00        | 515.78                      |
| Costs               | 6525.00    | 58.00   |             | 6467.00                     |
| Totals              | 950,509.18 | 921,772.85                                      | +845.30     | 6467.00<br><b>29,581.63</b> |

Collected 98%

| Housing & Development<br>Departmental Data Report | and the second se | month end<br>Irch 31, 20 | A CONTRACT OF A CONTRACT |
|---|---|--------------------------|--------------------------|
|   | March<br>2018   | YTD                      | 2017<br>YTD              |
| New Residential & Commercial permits issued       | 0   | 0                        | 1                        |
| All other addition, remodel and repair permits    | 11  | 20                       | 17                       |
| Certificates of Occupancy issued                  | 0   | 0                        | 0                        |
| Total New Construction not yet finalized          | 0   |                          | 0                        |
| Total Other Construction not yet finalized        | 5   |                          | 0                        |
| Notices to Comply issued                          | 0   | 0                        | 0                        |
| Stop Work Orders issued                           | 0   | 0                        | 0                        |
| Tree Cutting permits issued                       | 4   | 14                       | 17                       |
| Code & Ordinance Violations cited                 | 0   | 0                        | 0                        |
| Fees Collected                                    |   |                          |                          |
|   | March<br>2018   | YTD                      | 2017<br>YTD              |
| New Residential or Commercial Permits             | \$0.00  | \$0.00                   | \$0.00                   |
| Other Addition, Remodel, Repair Permits           | \$400.00  | \$1,539.00               | \$725.00                 |
| Tree Cutting Permits                              | \$255.00  | \$585.00                 | \$875.00                 |
| Land Disturbing Permits                           | \$0.00  | \$0.00                   | \$0.00                   |
| Fines Collected for Ordinance Violations          | \$0.00  | \$0.00                   | \$0.00                   |

# Proclamation

Municipal Clerks Week May 6 - 12, 2018

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and* 

Whereas, The Office of the Municipal Clerk is the oldest among public servants, and Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

*Whereas*, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.* 

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.* 

Now, Therefore, I, \_\_\_\_\_\_, Mayor of \_\_\_\_\_\_, do recognize the week of May 6 through May 12, 2018, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, \_\_\_\_\_\_ and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_, 2018

Mayor

Attest: \_\_\_\_\_

# **RESOLUTION**

**WHEREAS** the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

**WHEREAS** the City of Sky Valley, wishes to be certified as a Certified City of Ethics under the GMA Program; and,

**WHEREAS** part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

**NOW THEREFORE BE IT RESOLVED** by the governing authority of the City of Sky Valley, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- \* Serve Others, Not Ourselves
- \* Use Resources with Efficiency and Economy
- \* Treat All People Fairly
- \* Use The Power of Our Position For The Well Being Of Our Constituents
- \* Create An Environment Of Honesty, Openness And Integrity

**RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

# **RULES & POLICIES**

- All reservations are based on availability. The City of Sky Valley reserves the right to refuse requests for reservations of any facility.
- Picnic Pavilion may be reserved Monday through Sunday 9:00 AM to 10:00 PM.
- A reservation assures you exclusive use of the pavilion during your reserved time frame. •
- Due to circumstances beyond our control, we do not guarantee the condition of the pavilion upon arrival or parking availability. Therefore, please plan to arrive early to ensure that the pavilion is ready for your use.
- For events with more than 50 guests for a period of more than 2 hours, the pavilion user shall provide one portable toilet per each 50 guests expected.
- No vehicles are authorized to park in front of the pavilion or drive on the pavilion concrete areas. Parking is limited. Carpools are recommended.
- ٠ If you are contracting with a caterer or event company, a copy of current liability insurance listing City of Sky Valley as an additional insured and as a certificate holder is required.
- The user is responsible for all clean up, including removal of all trash, decorations and other items brought into the park.
- A Special Event Alcohol Permit is required for events with alcohol and must be included with the Reservation Agreement.
- No admission can be charged for an event held at this facility except City Sponsored Events.

| Name of Responsible User              |                    |                                 |
|---------------------------------------|--------------------|---------------------------------|
| User's Mailing Address                |                    |                                 |
| Home Phone                            |                    |                                 |
| E-Mail Address                        |                    |                                 |
| Date of Event                         |                    |                                 |
| Number of People Expected             | Number of Portable | Toilets Being Provided          |
| Will there be Food Catering or Food V | Vendors            |                                 |
| Will there be Alcohol Provided        | Sold               | (special event permit required) |
| Purpose of Event                      |                    |                                 |

# LIABILITY WAIVER AND RELEASE

I have read all of the terms set forth in this agreement and comply with my signature below. I understand that my security deposit may be forfeited, or I may be billed for any additional expense should any of the aforementioned requirements be ignored or abused, or if any damages are a result of the actions of my reservation. I understand that I must be present for the duration of the reservation and assume all liability for risks and hazards of participation by all members of my group and do hereby release the City of Sky Valley of any and all claims arising from bodily and personal injuries, damage to property, and the consequences thereof, resulting from participation in the event planned on City of Sky Valley facilities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Payment Information (checks payable to City of Sky Valley) Security Deposit \$50.00 - Sky Valley Residents and Guests

\$100.00 - Non-Residents

RESOLUTION NO.

# STATE OF GEORGIA COUNTY OF RABUN

# A RESOLUTION EXPRESSING THE CITY COUNCIL'S DESIRE TO CHANGE THE CITY CHARTER ON QUORUM REQUIREMENTS, WHICH MEMBERS ARE PART OF LEGISLATIVE AUTHORITY, AND MAYOR'S VOTING AND VETO POWERS

WHEREAS, the Charter of the City of Sky Valley provides that city council members vote to enact ordinances, resolution, and motions;

WHEREAS, the City Council has decided to amend Section 2.10 of the Charter of the City of Sky Valley to change the description of the Mayor as being a part of the legislative authority and to change the authorization that allowed the Mayor to vote;

WHEREAS, the City Council has decided to change Section 2.21 of the Charter so that the number of members present to constitute a quorum for conducting meetings and other business of the City is now three council members;

WHEREAS, the City Council has decided to change Section 3.11 of the Charter by adding that the Mayor has the authority to vote on resolutions, ordinances, or motions only in the event of a tie vote by the City Council; and

WHEREAS, the City Council also reaffirms the Mayor's right to veto any resolution, ordinance, or motion approved by the City Council, as reflected in Section 2.25 of the Charter.

BE IT HEREBY RESOLVED by the Mayor and City Council that:

- 1. The recitals listed above are material portions of this Resolution;
- 2. The City Council wishes to change Section 2.10 of the city charter to reflect that the mayor is not part of the legislative authority of the City of Sky Valley; and
- 3. The City Council wishes to change Section 2.21 of the city charter to reflect that three council members are now required to establish a quorum of the city council.
- 4. The City Council wishes to change Section 3.11 of the city charter to reflect that the mayor has the authority to vote only in the event of a tie vote by the City Council; and

5. The City Councils wishes to reaffirm the Mayor's right to veto legislation as reflected in Section 2.25 of the charter.

So resolved this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

**APPROVED:** 

**ROBERT MACNAIR, MAYOR** 

CHIP DURPO, COUNCILOR

NEIL HOWARD, COUNCILOR

**CONNIE LARSEN, COUNCILOR** 

ALLEN PIONTKOWSKI, COUNCILOR

**ATTEST:** 

PAUL WHEELER, COUNCILOR

ELLA FAST, CITY CLERK

# STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Lity of Sky Valley

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to on authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

# ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency/Homeland Security (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

# ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

- 1. Provide the agreement framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity; and,
- 2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

# ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

# ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

# ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

# ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statutory or case law.

# ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

# ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

# ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

# ARTICLE X **TERM OF AGREEMENT**

This Agreement, once executed, is valid until March 1, 2020. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

# ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Kobert MacMair Chief Executive Officer - Print

County/Municipality: \_ City of Sky Valley

Date: / /

GEMA/HS Director – Signature

**GEMA/HS** Director – Print Name

Date: / /

Statewide Mutual Aid and Assistance Agreement- 2016

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# APPENDIX A AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized

Representative(s)" for <u>City of Sky Valley</u> (county/municipality), and are authorized

to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the abovenamed county/municipality:

inda Lapeyrouse City Manager

Signature of Above Individual

Vaughn Estes

Police Ch

Signature of Above Individual

Print Name

Title/Position

Signature of Above Individual

Date: /

Chief Executive Officer - Signature

bert MacNair

Executive Officer – Print Name

Statewide Mutual Aid and Assistance Agreement- 2016

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# APPENDIX B DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for

<u><u><u>City</u> of Sky Valley</u> (county/municipality) for the purpose of reimbursement sought for mutual aid:</u>

Linda Lapeyrouse

Lity Manager Bb Title/Position

Signature of Above Individual

Ella Fast

City Clerk

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: / /

bert Mac Nair Chief Executive Officer – Print Name

Statewide Mutual Aid and Assistance Agreement- 2016