

**REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
JUNE 19, 2012
TUESDAY, 9:30 AM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

AGENDA

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

May 15, 2012 – Regular Council Meeting

ADOPTION OF AGENDA

MAYOR'S REMARKS

COUNCIL REMARKS

DEPARTMENT REPORTS

Police Chief's Report
City Financial Report
Tax Commissioner's Report
Building Inspector's Report
City Manager's Report

COMMITTEE REPORTS

Planning & Zoning Commission

- Recommendation of Variance Request for 89 View Lane
- Recommendation to Update For Sale Sign Section of Sign Ordinance

Planning & Economic Development Committee

OLD BUSINESS

- Sky Valley Lodge Report

NEW BUSINESS

- Ratify approval of billboard lease
- Approval of GEMA Statewide Mutual Aid Agreement
- Review and Approval of Tree Ordinance
- Review and Approval of Fee Schedule Ordinance
- Discussion of Development Authority
- PEDC Marketing Committee Request for Funding

PUBLIC FORUM AND GENERAL COMMENTS

EXECUTIVE SESSION

ADJOURNMENT

**REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
MAY 15, 2012
TUESDAY, 9:30 AM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

MINUTES

Mayor Martindale called the meeting to order.

Those present: Mayor Martindale, Council President Howard, Councilors Boyle, Larsen, Platt, and Whatley, Attorney Dickerson, City Manager Smith, City Clerk Cantrell, Officer Edwards, and Tax Commissioner Mullins.

Pam Martindale gave the invocation. Mayor Martindale led the Pledge of Allegiance.

Councilor Whatley made a motion to approve the minutes of the April 17, 2012 Regular Council Meeting, 2nd Councilor Platt. Councilor Boyle said in the public forum and general comments section it should state Bill Otis instead of Bill Snow. With this correction, the minutes passed unanimously.

Councilor Platt made a motion to adopt the agenda, 2nd Councilor Larsen, unanimously approved.

SPECIAL GUESTS

Sheriff Frank Andrews gave a report on the bridge replacement on Highway 246. He said the DOT engineer said that they were about four weeks ahead of schedule and hoped to have the bridge completed by the end of the month. He thanked the citizens of Sky Valley for their understanding and cooperation with the detour.

MAYOR'S REMARKS

None.

COUNCIL REMARKS

Councilor Larsen said that the group of Sky Valley people who made an offer on the golf course and clubhouse property will be closing in two weeks. It will remain a publicly accessible course.

Councilor Howard said the Planning and Economic Development Committee has a meeting this afternoon at 2:00 PM at the Fellowship Hall. A guest speaker will be there to discuss marketing.

Councilor Whatley said that he attended the Regional Commission meeting where an update was given on TSPLOST, Transportation Local Option Sales Tax. He said that if approved, Sky Valley will receive the third largest amount of funds in the County.

Councilor Whatley said the Rabun County Convention and Visitors Bureau had a meeting and thanked City Clerk Cantrell for keeping the RCCVB updated on events in Sky Valley so they can help advertize. He encouraged support of tourism in Rabun County because tourism is the second largest industry in the State. June 16th, the Dillard House is hosting a Honda Goldwing event. Also, on the 16th, the

Clayton Rotary Club is holding their first annual Bike event. Proceeds from the Rotary Club's event will go to scholarship funds for local students.

DEPARTMENT REPORTS

- (a) Police Chief's Report – given by Office Edwards
- (b) City Financial Report – given by City Clerk Cantrell
- (c) Tax Commissioner's Report – given by Tax Commissioner Mullins
- (d) Building Inspector's Report – given by City Manager Smith
- (e) City Manager's Report – given by City Manager Smith

These reports are incorporated by reference and attached hereto as Exhibits A – E.

OLD BUSINESS

- Update on Building Authority

Attorney Dickerson said that at the last meeting he had reported that the Bill had been presented to the House and Senate. He said that after the last council meeting, he heard from Representative Allison that he did not submit the Bill and that he will submit a written explanation. Attorney Dickerson said to date, he has not received the written explanation. Attorney Dickerson said that the City can approve this with local legislation and that it will not need approval by the State. Attorney Dickerson said that if done by local legislation, it would be a Development Authority instead of a Building Authority. The City will have to pledge full faith and credit of the City to issue a revenue bond or general obligation bond. Mayor Martindale said he wants to put this item on the agenda for the next meeting so the Council can discuss whether or not the City wants to pursue a Development Authority.

NEW BUSINESS

- Declaration of 2000 Chevrolet 2500 as Surplus Property

City Manager Smith recommended that we surplus this truck and find a replacement. She said that the truck is under-sized for how it is used. Councilor Boyle made a motion to declare the truck surplus, 2nd Councilor Platt. Councilor Whatley asked if we knew what it would cost to replace the truck. City Manager Smith said that we would purchase a new truck under a lease-purchase agreement and pay for it over three to four years. The motion passed unanimously.

- Approval of 2012 Resurfacing Project

City Manager Smith presented the two bids received for the 2012 resurfacing project from Coldwell Construction Company and Allied Paving. She is still waiting to see if the asphalt company will offer a better price than their currently posted price if the City purchases directly from them. She said the drainage work included in the bid on Saddleback will need further discussion as the engineers are looking at alternatives, and she thinks some of the problem may be because of gravel from driveways washing into the road. Councilor Whatley asked if the contract guaranteed all the roads listed will be paved. City Manager Smith said that we give a prioritized list to the contractor, and they work from that list. Discussion followed about the leveling, top-coating, and what happened with the asphalt on West Sugarbush being too thin from our last project. Councilor Howard asked about inspection to make sure the contractors do what they are supposed to do. City Manager Smith said that there is no engineering inspection or approvals required by the contract. She said that bid requires compaction testing by the contractor to be provided to the City. Councilor Whatley asked if he has a conflict of interest because his property is involved with the Saddleback drainage work. Attorney Dickerson said

that he does not have a conflict as long as he announces the situation. Mayor Martindale asked City Manager Smith to require the contractor explain how they will perform and submit the compaction testing to the City.

Councilor Boyle made a motion to approve the bid by Coldwell Construction of \$387,110.39 with Saddleback drainage as an alternate, 2nd Councilor Platt. The motion passed unanimously. Councilor Whatley withheld from voting.

- Discussion of Well House Roofing Options

City Manager Smith presented prices for shingles on well houses 6 and 7. Councilor Larsen made a motion to approve the cedar shakes, 2nd Councilor Boyle, unanimously approved.

- Sky Valley Lodge Report

City Manager Smith presented Building Inspector O'Donovan's report on the old lodge, 696 Sky Valley Way. Councilor Howard said no action has been taken since the original report done in 2010. City Manager Smith said that the City has not cited the owner because the City was being told that there was possible interest in purchasing the lodge. The City is able to issue citations at this point. Councilor Larsen made a motion to postpone this item until the June meeting, 2nd Councilor Platt. Councilor Whatley asked Attorney Dickerson to review the ordinance and giving a step-by-step guide to the Council before the next meeting on how to proceed. The motion to postpone passed unanimously.

- Approval of Tasers

Councilor Platt said that at the gun safety course, she found out information on types of tasers used by other departments in the County. She said the tasers used by our officers are larger and older. She presented a proposal for three tasers and recommended approval of the purchase. She said this taser is much safer than the one we currently used. Councilor Platt made a motion to approve the purchase of three tasers and necessary equipment, 2nd Councilor Boyle. Sheriff Andrews said the Sheriff's Department uses the X26 taser, and he is in favor of this option. Councilor Whatley asked if this expenditure was in the 2012 budget. City Manager Smith said it is not in the operating budget and approval requires a budget amendment. The motion passed unanimously.

- Discussion of Tree Ordinance

Councilor Howard said the Tree Ordinance is several years old, and he does not think a violation of the ordinance should require a court visit. Councilor Howard made a motion to schedule a workshop to review the Tree-Cutting Ordinance, 2nd Councilor Platt. Councilor Boyle said that he supports a review of the Ordinance but he thinks it should not be changed substantially. The motion to hold a workshop passed unanimously.

PUBLIC FORUM AND GENERAL COMMENTS

Citizen Milt Gillespie said that there is a lot of enthusiasm and excitement over the group formed to purchase the golf course and clubhouse. He said that he does not feel Sky Valley is a very welcoming community. There are too many permits required, and the City is becoming over-bearing. He asked if the City is reveling in the fact that we are enforcing all these rules. Councilor Whatley made a motion to add to the workshop for the Tree Ordinance, discussion of the permits required.

Citizen Milt Gillespie said that he does not like seeing the police officers parked in driveways. He said that we need to be a welcoming community, and he does not want to see the City citing people. He said that this is a great community, and he wants to see it be better.

Citizen Al Lee said that he wonders if the City requires a permit to change out a hot water heater is because the City does not give people credit for having the ability to hire a professional.

After discussion, Councilor Howard seconded the motion to hold a workshop to discuss permits required by the City. The motion passed unanimously. This discussion will be added to the workshop agenda along with discussion of the Tree Ordinance.

Citizen Ray Becker said that he was curious about why the letters were painted on the entrance sign and not the golfer. City Manager Smith said that she was waiting on feedback on whether or not people liked the color of the letters before painting the golfer.

City Manager Smith said that while painting the postal facility, the bays will be blocked off the rest of the week because they have to use the bucket truck and we do not want to drip paint on someone's car or have someone drive under the bucket.

Duke Croxton, developer of Bear Trace Subdivision, said that he encourages Sky Valley to be more welcoming.

Councilor Whatley made a motion to adjourn, 2nd Councilor Howard, unanimously approved.

Respectfully submitted:

James Martindale, Mayor

Attested:

Mandi Cantrell, City Clerk



Sky Valley Police Monthly Statistics

INCIDENT	Month	YTD
Fire	01	07
Medical	02	12
Vehicle Accident	01	05
<u>DOMESTIC</u>		
Family Violence	00	00
Fight/Assault	00	00
Suicide/Attempt	00	00
<u>BURGLARY/THEFT</u>		
Burglary	01	02
Theft	01	04
Suspicious Activity	04	15
Suspicious Person	00	00
Suspicious Vehicle	05	06
Alarm	05	11
Investigation	00	01
Surveillance	00	00
<u>MISC INCIDENTS</u>		
DUI/Public Drunk	00	00
Drug Related	00	00
Juvenile	01	03
Stationary Patrol	00	00
Traffic Stop	06	19
Mutual Aid	00	09
Animal	05	09
Lost & Found	00	01
Noise Complaint	03	03
City Ordinance Viol.	03	03
<u>COMMUNITY AID</u>		
Water/Tree/Infra.	10	25
Vehicle Jump/Unlock	01	27

May 2012

LAST YEAR	Month	YTD
Fire	00	01
Medical	02	07
Assistance	15	15
Alarms	02	07
Residential Ck	12	109
Suspicious Activity	05	17
Vehicle Accidents	01	02
Traffic Stops	00	04
Misc Calls	08	077
Mileage	4928	17525
<u>ASSISTANCE</u>		
Assisting Residents	04	17
Assisting Visitors	00	00
Escorting Visitors	00	03
Residential Check	15	115
Residential Contact	00	00
Welfare Check	01	04
Arrested	00	00
Incarcerated	00	00
Warnings Written	03	03
Citations Written	01	01
Total Calls	60	192

Mileage

4610

20196

City of Sky Valley, GA

Balance: All Accounts

as of May 31, 2012

Account	Balance
General Fund	
Funds Available	\$883,894
Due from Other Funds	\$113,949
Enterprise Fund	
Funds Available	\$524,769
Due to Other Funds	\$0
Debt Service Reserved	\$160,431
Capital Improvements	
Admin & General Government	\$49,963
Police	\$4,468
Roads	\$439,662
Housing & Development	\$15,000
Water	\$11,547
Solid Waste	\$23,866

CITY OF SKY VALLEY

General Fund

Budget Performance

May 2012

	May 12	Jan - May 12	YTD Budget	% of Budget
Income				
33.4000 · GA government grants/contracts	0.00	0.00	16,000.00	0.0%
33.9000 · Other Grants (GMA, GIRMA, etc)	0.00	0.00	1,500.00	0.0%
34.7000 · Culture & Recreation	444.00	694.00	20,000.00	3.47%
60110 · Ad valorem - property	0.00	928,718.30	940,811.00	98.72%
60120 · Ad valorem - vehicles	543.01	3,510.52	6,524.00	53.81%
60140 · Penalties, Fifa's, interest	982.62	8,431.90	15,000.00	56.21%
60210 · Insurance premium tax	0.00	0.00	12,000.00	0.0%
60220 · Beverage Excise tax	27.28	77.97	300.00	25.99%
60230 · Franchise tax	5,057.49	46,970.35	50,000.00	93.94%
60235 · Fines & forfeitures	0.00	6,500.00	2,000.00	325.0%
60240 · Business license	0.00	1,670.00	1,500.00	111.33%
60250 · Permits	810.80	3,881.90	20,000.00	19.41%
60270 · Zoning applications	100.00	100.00	100.00	100.0%
60271 · Sales of Reports, Copies, Etc.	407.25	489.80	300.00	163.27%
60280 · Real estate transfer tax	0.54	274.92	700.00	39.27%
60281 · Intangible tax	532.81	2,258.24	4,000.00	56.46%
69110 · Interest income	0.00	1,262.77	4,000.00	31.57%
69115 · Transfer from hotel/motel tax	0.00	0.00	2,000.00	0.0%
69150 · Refunds & Reimbursements	12.00	12.00	2,000.00	0.6%
69990 · Miscellaneous	29.07	79.25	600.00	13.21%
70000 · Sale of surplus property	50.00	50.00	1,000.00	5.0%
Total Income	8,996.87	1,004,981.92	1,100,335.00	91.33%
Administration & General Government				
510000 · Personal Services	16,425.68	65,890.77	164,555.00	40.04%
520000 · Purchased / Contracted Services	2,997.67	15,241.56	56,450.00	27.0%
530000 · Supplies	188.32	2,370.75	31,350.00	7.56%
Total Expense	19,611.67	83,503.08	252,355.00	33.09%
Police				
510000 · Personal Services	26,687.54	116,724.84	276,295.00	42.25%
520000 · Purchased / Contracted Services	4,719.77	9,877.37	24,125.00	40.94%
530000 · Supplies	1,975.73	8,759.55	24,450.00	35.83%
540000 · Capital Outlays	0.00	4,000.00	4,000.00	100.0%
Total Expense	33,383.04	139,361.76	328,870.00	42.38%
Roads				
510000 · Personal Services	12,659.85	58,402.85	141,746.00	41.2%
520000 · Purchased / Contracted Services	1,616.70	9,065.48	40,850.00	22.19%
530000 · Supplies	2,991.17	11,446.25	36,450.00	31.4%
540000 · Capital Outlays	0.00	0.00	250,000.00	0.0%
Total Expense	17,267.72	78,914.58	469,046.00	16.82%

CITY OF SKY VALLEY
General Fund
Budget Performance
May 2012

	May 12	Jan - May 12	YTD Budget	% of Budget
Housing & Development				
510000 · Personal Services	2,612.79	9,362.26	24,755.00	37.82%
520000 · Purchased / Contracted Services	28.19	568.52	5,425.00	10.48%
530000 · Supplies	0.00	425.75	2,720.00	15.65%
Total Expense	2,640.98	10,356.53	32,900.00	31.48%
Judicial				
510000 · Personal Services	232.35	1,016.56	2,424.00	41.94%
520000 · Purchased / Contracted Services	5.75	850.75	895.00	95.06%
530000 · Supplies	0.00	0.00	50.00	0.0%
Total Expense	238.10	1,867.31	3,369.00	55.43%
Elections				
520000 · Purchased / Contracted Services	0.00	0.00	1,400.00	0.0%
530000 · Supplies	0.00	0.00	100.00	0.0%
Total Expense	0.00	0.00	1,500.00	0.0%
Executive				
520000 · Purchased / Contracted Services	0.00	0.00	2,000.00	0.0%
530000 · Supplies	0.00	0.00	50.00	0.0%
Total Expense	0.00	0.00	2,050.00	0.0%
Legislative				
520000 · Purchased / Contracted Services	5,858.04	7,633.79	8,950.00	85.29%
530000 · Supplies	0.00	90.49	50.00	180.98%
Total Expense	5,858.04	7,724.28	9,000.00	85.83%
Fire & Rescue	0.00	36,185.00	72,370.00	50.0%

CITY OF SKY VALLEY
Enterprise Funds
Budget Performance
May 2012

	May 12	Jan - May 12	YTD Budget	% of Budget
Water				
Income				
34.4210 · Water charges	27,703.00	132,456.04	374,500.00	35.37%
34.9000 · Other charges for services	44.00	151.00	830.00	18.19%
36.1000 · Interest revenue	0.00	875.34	2,000.00	43.77%
38.0000 · Miscellaneous Revenue	0.00	0.00	170.00	0.0%
39.1000 · Interfund Transfers	0.00	0.00	150,000.00	0.0%
Total Income	27,747.00	133,482.38	527,500.00	25.31%

Expense				
51.1000 · Personal Services - Wages	13,559.52	55,408.06	141,895.00	39.05%
52.1000 · Purchased profess & tech svcs	3,544.70	15,081.88	49,450.00	30.5%
53.1000 · Supplies	4,012.94	22,982.04	59,600.00	38.56%
56.1000 · Depreciation	0.00	0.00	150,000.00	0.0%
58.0000 · Debt Service	21,541.32	26,926.65	126,555.00	21.28%
Total Expense	42,658.48	120,398.63	527,500.00	22.82%

Solid Waste				
Income				
34.4100 · Sanitation	9,212.00	46,072.00	112,000.00	41.14%
Total Income	9,212.00	46,072.00	112,000.00	41.14%

Expense				
51.1000 · Personal Services - Wages	6,045.36	24,418.77	65,656.00	37.19%
52.1000 · Purchased profess & tech svcs	1,500.92	9,395.54	32,664.00	28.76%
53.1000 · Supplies	667.43	3,387.56	7,980.00	42.45%
56.1000 · Depreciation	0.00	0.00	5,700.00	0.0%
Total Expense	8,213.71	37,201.87	112,000.00	33.22%

City of Sky Valley, GA

Balance: All Accounts

as of Ma y 31, 2011

Account	Balance
General Fund	
Funds Available	\$1,071,607
Due from Other Funds	\$26,550
Enterprise Fund	
Funds Available	\$321,828
Due to Other Funds	\$0
Debt Service Reserved	\$160,431
Capital Improvements	
Admin & General Government	\$49,963
Police	\$13,468
Roads	\$189,662
Housing & Development	\$15,000
Water	\$31,347
Solid Waste	\$23,829

CITY OF SKY VALLEY

General Fund

Budget Performance

May 2011

	May 11	Jan - May 11	YTD Budget	% of Budget
Income				
33.9000 · Other Grants (GMA, GIRMA, etc)	0.00	0.00	1,500.00	0.0%
34.7000 · Culture & Recreation	6,238.00	6,413.00		
37.1000 · Donations - Private Sources	0.00	250.00		
60110 · Ad valorem - property	0.00	925,380.81	948,655.00	97.55%
60120 · Ad valorem - vehicles	313.82	3,629.09	7,932.00	45.75%
60140 · Penalties, Fifa's, interest	1,217.72	13,589.70	5,000.00	271.79%
60210 · Insurance premium tax	0.00	0.00	12,300.00	0.0%
60220 · Beverage Excise tax	0.00	63.52	500.00	12.7%
60230 · Franchise tax	1,765.67	47,074.21	48,800.00	96.46%
60235 · Fines & forfeitures	0.00	570.67	2,000.00	28.53%
60240 · Business license	50.00	1,475.00	3,000.00	49.17%
60250 · Permits	2,456.00	10,871.15	20,000.00	54.36%
60270 · Zoning applications	0.00	0.00	300.00	0.0%
60271 · Sales of Reports, Copies, Etc.	5.50	48.00	200.00	24.0%
60280 · Real estate transfer tax	12.52	250.57	500.00	50.11%
60281 · Intangible tax	233.74	2,161.63	4,000.00	54.04%
69110 · Interest income	0.00	1,704.05	4,000.00	42.6%
69115 · Transfer from hotel/motel tax	0.00	0.00	3,000.00	0.0%
69150 · Refunds & Reimbursements	0.00	1,248.60	1,688.00	73.97%
69990 · Miscellaneous	0.00	542.10	600.00	90.35%
70000 · Sale of surplus property	0.00	10.00		
Total Income	12,292.97	1,015,282.10	1,063,975.00	95.42%
Administration & General Gov.				
510000 · Personal Services	13,595.14	64,106.23	147,970.00	43.32%
520000 · Purchased / Contracted Services	3,467.31	16,970.03	54,105.00	31.37%
530000 · Supplies	7,089.35	11,014.93	31,925.00	34.5%
540000 · Capital Outlays	0.00	11,588.59	10,000.00	115.89%
Total Expense	24,151.80	103,679.78	244,000.00	42.49%
Fire & Rescue	0.00	36,487.50	72,975.00	50.0%
Judicial				
510000 · Personal Services	196.77	926.40	2,000.00	46.32%
520000 · Purchased / Contracted Services	0.00	35.00	1,050.00	3.33%
530000 · Supplies	0.00	0.00	50.00	0.0%
Total Expense	196.77	961.40	3,100.00	31.01%
Legislative				
520000 · Purchased / Contracted Services	0.00	920.00	9,000.00	10.22%
530000 · Supplies	0.00	42.42		
Total Expense	0.00	962.42	9,000.00	10.69%

CITY OF SKY VALLEY
General Fund
Budget Performance
May 2011

	May 11	Jan - May 11	YTD Budget	% of Budget
Executive				
520000 · Purchased / Contracted Services	0.00	15.26	3,400.00	0.45%
530000 · Supplies	0.00	0.00	50.00	0.0%
Total Expense	0.00	15.26	3,450.00	0.44%
Housing & Development				
510000 · Personal Services	1,420.97	7,372.40	26,545.00	27.77%
520000 · Purchased / Contracted Services	16.50	652.88	6,005.00	10.87%
530000 · Supplies	18.17	1,483.80	2,450.00	60.56%
Total Expense	1,455.64	9,509.08	35,000.00	27.17%
Elections				
520000 · Purchased / Contracted Services	0.00	252.91	1,550.00	16.32%
530000 · Supplies	0.00	0.00	50.00	0.0%
Total Expense	0.00	252.91	1,600.00	15.81%
Police				
510000 · Personal Services	20,986.77	109,719.68	266,010.00	41.25%
520000 · Purchased / Contracted Services	351.50	4,057.52	25,690.00	15.79%
530000 · Supplies	1,737.37	10,157.42	21,300.00	47.69%
540000 · Capital Outlays	0.00	5,000.00		
Total Expense	23,075.64	128,934.62	313,000.00	41.19%
Roads				
510000 · Personal Services	9,130.38	54,115.24	131,465.00	41.16%
520000 · Purchased / Contracted Services	746.50	15,859.37	62,985.00	25.18%
530000 · Supplies	4,069.34	12,237.15	29,650.00	41.27%
540000 · Capital Outlays	3,600.00	18,118.88		
Total Expense	17,546.22	100,330.64	224,100.00	44.77%

City of Sky Valley
Enterprise Funds
Budget Performance
May 2011

	May 11	Jan - May 11	YTD Budget	% of Budget
Water				
Income				
34.4210 · Water charges	26,379.90	129,324.13	333,750.00	38.75%
34.9000 · Other charges for services	0.00	152.40	750.00	20.32%
36.1000 · Interest revenue	247.95	1,124.22	1,500.00	74.95%
38.0000 · Miscellaneous Revenue	200.00	200.00		
39.1000 · Interfund Transfers	0.00	0.00	57,575.00	0.0%
Total Income	26,827.85	130,800.75	393,575.00	33.23%
Expense				
51.1000 · Personal Services - Wages	10,353.47	52,038.60	142,090.00	36.62%
52.1000 · Purchased profess & tech svcs	1,093.68	24,189.98	47,910.00	50.49%
53.1000 · Supplies	3,167.83	26,526.72	46,000.00	57.67%
54.0000 · Capital Outlay	6,541.00	48,102.99		
56.1000 · Depreciation	0.00	0.00	65,000.00	0.0%
61.1000 · Operating transfers out	0.00	0.00	92,575.00	0.0%
Total Expense	21,155.98	150,858.29	393,575.00	38.33%
Solid Waste				
Income				
34.4100 · Sanitation	9,212.00	46,312.00	112,000.00	41.35%
36.1000 · Interest revenue	0.00	0.00	2,000.00	0.0%
39.1000 · Interfund Transfers	0.00	0.00	4,000.00	0.0%
Total Income	9,212.00	46,312.00	118,000.00	39.25%
Expense				
51.1000 · Personal Services - Wages	4,420.57	23,243.32	71,860.00	32.35%
52.1000 · Purchased profess & tech svcs	475.92	7,971.80	34,440.00	23.15%
53.1000 · Supplies	497.13	2,100.50	6,000.00	35.01%
56.1000 · Depreciation	0.00	0.00	5,700.00	0.0%
Total Expense	5,393.62	33,315.62	118,000.00	28.23%

**Totals Report For 2009 Taxes
May 2012
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2009 Ad Valorem Tax	1,027,030.12	1,023,450.63	2196.72-	1382.77
Interest	9,232.33	8,831.33		401.00
Penalty	11,368.38	11,230.10		138.28
Costs	9978.00	9491.00		487.00
Totals	1,057,608.83	1,053,003.06	2196.72-	2,409.05

Collected: 99.87%

**Totals Report For 2010 Taxes
May 2012
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2010 Ad Valorem Tax	948,598.92	946,536.07	680.08-	1,382.77
Interest	5,644.79	5409.72		235.07
Penalty	2196.24	2057.96		138.28
Costs	3559.82	3332.82		227.00
Totals	959,999.77	957,336.57	680.08-	1,983.12

Collected: 99.85%

**Totals Report For 2011 Taxes
May 2012
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2011 Ad Valorem Tax	938,737.03	928,718.30	(285.84)-	9,732.89
Interest	1,365.28	1,055.90		309.38
Penalty	1279.53	680.42		599.11
Costs	498.00	198.00		300.00
Totals	941,879.84	930,652.62	(285.84)-	10,941.38

Collected: 98.93%

Housing & Development Departmental Data Report	For month ending May 31, 2012		
	May-12	YTD	2011 YTD
New Residential & Commercial permits issued	1	1	0
All other addition, remodel and repair permits	10	38	48
Certificates of Occupancy issued	0	0	0
Total New Construction not yet finalized	3		2
Total Other Construction not yet finalized	92		89
Notices to Comply issued	0	4	9
Stop Work Orders issued	0	0	1
Tree Cutting permits issued	4	14	14
Code & Ordinance Violations cited	0	2	0

Fees Collected			
	May-12	YTD	2011 YTD
New Residential or Commercial Permits	\$0	\$0	\$0
Other Addition, Remodel, Repair Permits	\$811	\$3,281	\$10,071
Tree Cutting Permits	\$0	\$600	\$600
Land Disturbing Permits	\$0	\$0	\$0
Fines Collected for Ordinance Violations	\$0	\$6,500	\$200



City Newsletter

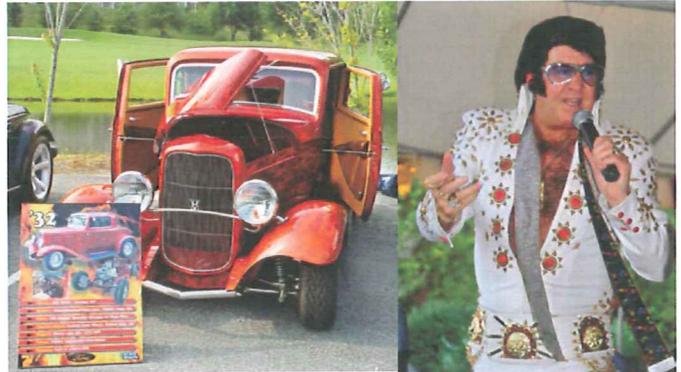
June, 2012

Announcements -

Sky Valley participated in the 2012 Keep America Beautiful Campaign by having a Spring Clean-up Day on Friday, May 18th. Special thanks to those of you who were willing to volunteer your time and energy. Trash was picked up from the sides of the roads throughout the City and the long guardrail on Ridgepole Drive was painted.

Sky Valley Summer Celebration will officially kick off on June 16th with our Cruise-In, Dinner and Elvis Tribute Concert. Monday, June 11th will be the last day to purchase discounted tickets. Tickets can be purchased online at www.skyvalleyga.com or at City Hall. Please continue to support these events by attending, inviting your friends and neighbors, and telling everyone you know.

It is not too late to become a sponsor. Sponsorships come with different perks depending on the level of support including event tickets. For more information, call City Hall or check out our website.



BIG THANKS to the 2012 Sky Valley Summer Celebration Sponsors who have signed up so far.

Silver Sponsors

Richard & Shirley Boyle

Friends of Sky Valley

Edmundo Molina, M.D.

June 30th and July 1st will be our pre-4th of the July Arts and Crafts Show. Vendor applications are being taken on a first come first served basis. Sunday evening, July 1st, the Sock Hops will be in concert. This group comes highly recommended to us and is sure to put on a fantastic show for our residents and guests. Tickets are available on our website and at City Hall.



We are planning one additional dinner/concert event on August 18th. Details of the events, sponsorship packets and vendor applications can be found on the City's website at www.skyvalleyga.com.

Maintenance and beautification is continuing throughout the valley. The Postal Facility has been completed along with four well houses and the tractor barn. Thank you for all the positive comments. It's amazing to watch the transformations.

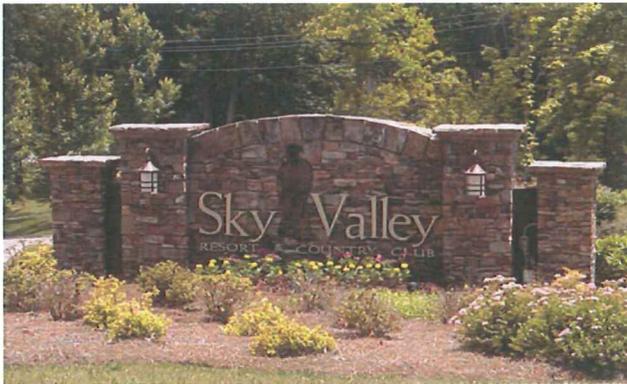
Reminder: All new home building permit fees have been waived for 2012.

Flowers have been planted at the front entrance to add some summer color.



Public Works

Resurfacing will begin this week. Work will begin on LaBelle Circle. There may be times when you will be re-routed so that the pavers can resurface a portion of the road. The Phone Communication System will be used to advise of these detours. Any road closures should be minimal in time. All work is expected to be completed within a couple of weeks. Roads affected will be LaBelle Circle, Saddleback Circle, Pleasant Mountain, Sky Valley Way from Post Office around Condo Hill, Berkshire Lane, Spy Glass Circle, Knob Drive and Putter Lane.



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

Homeowner chipping service is done at least a couple of times per month. Cuttings must be less than 8" in diameter and must be stacked in one direction, must be on the right-of-way and out of the road. Bagged leaves are not collected with regular household garbage. Please call City Hall for all yard debris pick-up.



Water –

The Sky High tank has been completed as well as the second phase of the major water system improvement project. We have now made nearly Four Million Dollars (\$4,000,000) worth of improvements to the Sky Valley Water System. Of that, the City was able to secure three grants (or loan forgiveness) totaling \$1,060,000, a 0% loan on \$1,292,480 and a 3% loan on another \$1,200,000. Although not perfect, the water system overall is in great shape and will be much easier to operate and maintain on a day-to-day basis. Unaccounted water loss should also continue to improve.

Fire & Rescue -

Your Volunteer Fire Department along with Sky Valley Police Department responded to the following calls in May:

- 5/3 Accident on Hwy 106
- 5/6 Automatic aid to Dillard (St 5) – structure fire & vehicle fire
- 5/14 Medical call in Spring Lake
- 5/14 Smoke investigation on Hale Ridge Rd
- 5/15 Fire Alarm on Ridgepole
- 5/15 Fire Alarm on Ridgepole (2nd time)
- 5/20 Tree on power line – Old Mud Creek and Hwy 106

The members trained on May 1st, 8th and 15th – water site and dry hydrant training. On May 22nd they had medical continuing education and on May 29th they had rescue training.

They have asked that anyone interested in joining should come to the Scaly station on Tuesday nights beginning at 7 pm. Please remember that there are many jobs to do besides holding the hose or entering a burning house. There are many who support the firefighters by setting up water sites to refill trucks, engineering trucks, rehab for firefighters, changing SCBAs (breathing air tanks), etc. Anyone 18 years or older is welcome. Between the ages of 14 and 18 you can join as a Junior. If you have any questions, you can call Chief Mark Dryman at the Scaly station 828-526-9032 or home 828-526-0604; or Kay Sherburn (secretary) at the station 828-526-9032 or at home 828-526-5113; or Paul Bothmann at 828-526-5767.

On July 21st, come and join the Sky Valley/Scaly Mountain Volunteer Fire & Rescue Department at the Scaly station for a Community Appreciation Day. They will have food, games, wagon rides and the station will be open for you to look around, look at the trucks, etc. They welcome all members of their communities and look forward to seeing you.

Solid Waste -

Garbage service has resumed to our Monday and Thursday pick-up service. 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 dumpster 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. Recyclables and other household garbage can be taken to the recycle center on Kelly's Creek Road.

With the nation becoming more environmentally conscious, we need to recognize the importance of recycling. By the end of the 1st quarter last year we had hauled a total of 22.45 tons of garbage to the landfill. This year, we hauled 23.84 tons during the 1st quarter, a 6% increase. It is essential that we encourage ourselves and our neighbors to recycle.

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

Reduce the amount and toxicity of trash you throw away

Reuse containers and products

Recycle as much as possible and buy products with recycled content



Gaston Outdoor Media, LLC

Gaston Outdoor Media, LLC
 P. O. Box 648
 Carrollton, GA 30112

(770)838-0079
 agaston@gastonoutdoor.com

Invoice

Date	Invoice #
06/03/2012	10280
Terms	Due Date
Due on receipt	06/03/2012

Bill To:
City of Sky Valley 3444 Hwy. 246 Sky Valley, Georgia 30537

Amount Due	Enclosed
\$550.00	

Please detach top portion and return with your payment.

Description	Amount
• Production charge for sign located Hwy. 441 Clayton, GA (next to Ingles) for 12 X 25 sign; view northbound; Bottom panel.	550.00
Production Charge	
Total	550.00

Gaston Outdoor Advertising, Inc.

P.O. Box 648 • Carrollton, GA 30112 • (770) 838-0079 • Fax (770) 838-9585

[Signature]
 Date: June 11, 2012
 Date: June 4, 2012

Display Contract

We, the undersigned advertiser, hereby authorize Gaston Outdoor Advertising, Inc. to execute for us an Advertising display in the markets specified, upon terms and conditions of this contract as follow:

Market	Non. III	III	Rate Per Month	Number of Months	Months and Dates of Service (Subject to Five Day Allowance)
12' x 25' sign located Hwy. 441 Clayton, GA (next to Ingles) View northbound; Bottom panel.		X	\$450.00	12	June 2012 – June 2013

Design to be used: City of Sky Valley

Design to be furnished by: City of Sky Valley with Gaston Outdoor Inc.

Production charges in addition to the above: \$ 550.00

LOSS OF LOCATION: All locations are subject to the leases and agreements between Gaston Outdoor Advertising, Inc. and its lessors. If a location(s) is no longer available, causing a loss of a location(s) for any reason, Gaston Outdoor Advertising, Inc. shall provide an alternate location(s) of equal value, which will be reasonably acceptable to the Advertiser. Any advertising time lost while relocating to the alternate location(s) will be made up by posting extra panel(s) or extension of the contract.

COPY APPROVAL: If design is to be supplied by Gaston Outdoor Advertising, Inc., Advertiser shall not withhold acceptance and approval of the design unreasonably. In the event Advertiser does not accept and approve a design within a period of time ending at least ten days before the posting date, Advertiser shall nevertheless be committed to begin paying for the contracted service beginning on the accepted posting date.

CREDITS: It is agreed that no claim resulting from failure of Gaston Outdoor Advertising, Inc. to properly execute the display shall be valid, unless reported to Gaston Outdoor Advertising, Inc. within 5 calendar days, upon inspection and during the life of the display. In such cases, Gaston Outdoor Advertising, Inc. will send a representative to the location(s) involved and establish the facts. Credit for loss of service will be based on



the average daily space cost per panel as contracted for by the Advertiser, or his Agent. Credit for the loss of illumination due to any cause, except acts of God, will be allowed at a rate of no more than 20% of the average daily charge per panel.

TERMS: Net Cash. Charges for each month's or any part of each month's service shall be paid to Gaston Outdoor Advertising, Inc. on or before the 10th of the month following contracted posting dates. A late charge of 1 ½% per month of the unpaid balance will be imposed when a payment or installment is 30 days past due. It is expressly agreed that the failure to pay any of the indebtedness herein agreed upon when such payment(s) shall become due and payable may, at the option of Gaston Outdoor Advertising, Inc. for any loss it may sustain including, but not limited to, all late charges, all cost of collection and all attorneys fees.

DEFAULT: The undersigned hereby waives the benefit of the Homestead Exemption as to any debts due and owing under this contract. Additionally, in the event of default by Advertiser, and/or agent for Advertiser, under this contract and the cancellation of this contract by Gaston Outdoor Advertising, Inc. because of default, Advertiser, and/or agent for Advertiser, shall be liable to Gaston Outdoor Advertising, Inc.

AGENCY COMMISSION: A commission in the amount of not more than 15% of gross billing will be granted to a duly authorized advertising agency which accepts the full responsibility of an advertising agency, such as full responsibility for payment, design, copy layouts, etc. If Gaston Outdoor Advertising, Inc. does designs and/or layouts for an agency, Gaston Outdoor Advertising, Inc. may elect to charge the agency for the service. An agency will forfeit all agency commissions if an account becomes 30 days past due.

AGENCY TAKEOVER OF LOCAL CONTRACTS: An advertising agency will not be allowed to assume and receive commissions on previously existing local contracts between Gaston Outdoor Advertising, Inc. and its Advertisers until the agency has been employed for at least 60 days. From that date forward, the commissions will be allowed if the agency assumes full responsibility for payment, artwork, etc.

The printed and written provisions of this contract contain all of the agreements, conditions, and representations made by either party hereto; and any additions to, alterations of, or changes in the contract, to be binding, must be made in writing and signed by both parties. Any Special Stipulations, if conflicting with printed matter, shall control.

By: Allen Gaston

Allen Gaston

Gaston Outdoor Advertising, Inc.
P.O. Box 648
Carrollton, GA 30112

By: James S. Mauldin

Advertiser: City of Sky Valley
3444 Hwy. 246
Sky Valley, GA. 30537

GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/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, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

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-Homeland Security). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called 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 Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (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 assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

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 provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of 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.

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 in the event of any locally declared emergency or emergency declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event 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.
- (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 declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall 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.
 - (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.
 - (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 rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

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 above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities 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 chief fiscal officer of the Requesting Party. 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 and shall defray the actual traveling and maintenance 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.
- (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.
- (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.
- (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

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security 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.

(b) 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.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. 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 XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. 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:

County/Municipality

Authorized Representative

Date

Director of GEMA-Homeland Security or
Authorized Representative

Date

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL SKY VALLEY ORDINANCES 09-11 AND 05-03
AND TO ESTABLISH AN ORDINANCE FOR
PROTECTION OF TREES WITHIN THE CITY LIMITS OF SKY VALLEY**

Whereas, the City of Sky Valley recognizes that from time to time property owners want or need to remove trees; and,

Whereas, the City of Sky Valley finds that because of environmental and aesthetic concern it is in the public interest of the citizens of Sky Valley to protect trees by imposing certain restrictions on cutting, removing, trimming, and topping trees.

The Council of the City of Sky Valley hereby ordains:

I. Sky Valley Ordinance Nos. 09-11 and 05-03 and any other ordinance regulating the cutting, topping, trimming, or removal of trees is hereby repealed and a new ordinance is enacted to read as follows:

Section 1. Definitions.

a. The following definitions are applicable to this ordinance:

- (1) Tree – Any tree exceeding eight (8) inches in diameter at a point eighteen (18) inches above the ground.
- (2) Top/Topping – Reducing the height of any tree.
- (3) Trim/Trimming – Removing any limbs that are twelve (12) feet above the ground.
- (4) Footprint – Includes the area covered by any approved building or structure plus 15 feet from the edges of the approved building or structure. (The additional 15 feet applies only to approved buildings or structures.) The footprint for the purposes of this ordinance also includes the specific area approved for the installation of a driveway, parking area, septic tank and drain field.
- (5) Drain Field and Septic Tank – Septic system and drain field to be used must be identified and approved by the Building Inspector prior to permitting.
- (6) Specimen Tree – A tree defined as historical or endangered.
- (7) Tree Cutting Permit – A permit issued pursuant to the terms of this ordinance.

Section 2. Tree Trimming.

Any landowner desiring to cut, top, trim, or remove any tree must obtain a tree cutting permit. Trimming of a tree up to twelve (12) feet from the ground level does not require a permit.

Section 3. Criteria for Evaluating Applications for Tree Cutting Permit.

In evaluating applications for a tree cutting permit the city marshal, city manager, and city council may consider, but not be limited to, the following criteria:

1. The number of trees to be cut, topped, or trimmed.
2. The value of the trees to be cut, topped, or trimmed.
3. The condition of the trees to be cut, topped, or trimmed, with consideration given to dead, diseased, hazardous or damaged trees.
4. The environmental impact of cutting, topping, or trimming on the applicant's land and on adjacent lands. The impact on streams, soil, erosion, and surrounding vegetation is a part of the environmental impact.
5. Aesthetics for the surrounding property.
6. The applicant's desires.
7. Any landscape plan if submitted.
8. Public safety considerations.
9. Other federal, state, or local ordinances or regulations.
10. Determination if a tree is a specimen tree.

Section 4. Procedure for Issuance of a Tree Cutting Permit.

- a. Any landowner in the City of Sky Valley wanting to cut, trim, top, or remove a tree, or trees, must first complete an application for a tree cutting permit on forms designated by the City of Sky Valley and file said application with the office of the City Clerk.

1. The application should:

(a) Identify by location on a plat or sketch each tree to be cut, topped, trimmed, or removed. In order to identify tree by location the applicant must, prior to submitting the application, either mark each tree by placing a colored ribbon around the circumference of the tree at approximately 3 to 4 feet off the ground or arrange to meet with the City Marshal and the Contractor (unless waived by the City Marshal) to go over the proposed application. The applicant must designate on the plat or sketch whether each tree is to be cut, trimmed, or topped and show where each tree is in correlation to the property line.

(b) Describe the purpose for cutting, topping, trimming, or removing the tree, or trees.

(c) Be accompanied where required with the application fee.

(d) Identify the person/business entity who will cut, top, and remove the tree including their Insurance information. Tree Cutters hired to perform work within the city must be licensed and insured with liability and workers' compensation insurance unless the homeowner signs an affidavit of responsibility for any damages.

(e) Define the time for cutting, topping, trimming, and for removal of trees or debris.

(f) Be signed by the Applicant, Property Owner and the Contractor.

2. Cutting, topping, trimming or removing trees on another person's land will require a signed written permission from that landowner to be sent to City Hall before a permit will be issued.

3. The applicant must certify familiarity with the terms of this ordinance and the applicant must certify the person or business entity actually cutting, trimming, topping, and removing tree is familiar with the ordinance.

(a) The City Marshal shall within ten (10) working days of the filing of the application (unless a longer time is agreed by the applicant) visit the property, confirm that the application is complete and consider Section 2 of the ordinance and make a written recommendation to the city manager that a permit be issued or denied.

(b) The city manager shall within five (5) business days of receipt of the recommendation of the City Marshal approve, disapprove, or approve in part the recommendation of the City Marshal. If the city manager

approves in part or disapproves the recommendation of the City Marshal, written explanation outlining the reasons for approval in part or disapproval must be given.

Section 5. Appeal.

(a) Any applicant dissatisfied with the recommendation of the city marshal/ building inspector or the decision of the city manager may appeal such recommendation or decision to the city council if the City of Sky Valley provided such appeal shall be in writing and filed with the city clerk within 10 business days of receipt of the decision of the city manager.

(b) If an appeal as provided in the section filed with the city clerk 7 days prior to the next regularly scheduled meeting of the city of Sky Valley such appeal shall be placed on the agenda for consideration of the appeal at that meeting. If the appeal is filed 6 days or less prior to the next regularly scheduled meeting of the City of Sky Valley the appeal will be placed on the next following agenda or it may be placed on an agenda for a called meeting.

(c) The city council in considering an appeal will hear from the applicant, the city marshal, the city manager, and other persons who may wish to provide information to the city council. In making a decision the city council will be governed at all time by the criteria outlined in this ordinance.

Section 6. Prohibition.

In no instance will more than twenty-five percent (25%) of the trees remaining outside of the footprint be cut and removed unless approved by the city council and conditioned upon an approved landscape plan prepared by a landscape architect or landscape designer. Further, no certificate of occupancy will be granted until the approved landscape plan has been fully completed.

Section 7. New Construction

If the building location is changed from the original footprint submitted to the building inspector after trees have been cut, topped, or trimmed, it will be considered a violation of this ordinance. Violations of this section will require the property owner to replace the number of trees cut per the same criteria required in Section 9(b). In addition, the property owner must also obtain a new permit to cut, top, or trim any additional trees.

Section 8. Permit Fees.

All trees that are cut, topped or trimmed as defined herein shall require a permit issued by the City of Sky Valley. Fees charged by the City for cutting, topping, trimming, and removing dead, diseased or hazardous trees shall be established from time

to time by duly enacted ordinances of the City of Sky Valley or by an appropriate resolution of the City of Sky Valley.

Section 9. Penalties for Violation.

- a. Except as otherwise provided herein, any violation of this ordinance shall subject the applicant and contractor to a fine not to exceed \$1,000 per violation and \$1,000 for each additional violation. A violation will occur for each tree cut, topped, or trimmed in violation of this ordinance.
- b. Replanting: In addition to the above monetary fine any person, firm, corporation or other entity or agents thereof violating this ordinance will be required to replace each tree cut, topped, or trimmed or removed in violation of this ordinance with 2 hardwood trees. Each hardwood tree must be:
 - (1) No shorter than 10 feet high measured from the top of the ball to the tip;
 - (2) No less than 2 inches in diameter at a point one foot above the top of the ball;
 - (3) Nursery grown in no less than a 15 gallon container or ball; and
 - (4) The trees to be replanted must be approved by the city marshal or city manager prior to planting.
- c. A failure to remove any trees cut or debris from trees topped or trimmed within 14 days of completion will be considered a violation with a fine up to \$100 per day. The fine shall continue for each day the cut trees or debris remains on the property.
- d. All citations issued and fines imposed herein can be imposed individually or jointly upon the Applicant, Property Owner and the Contractor depending on the situation.
- e. If the City Marshal determines that a proper permit was not obtained or more trees were cut than what was included on the approved permit, the City Manager and Property Owner shall be notified. If both the City Marshal and City Manager agree that if proper procedures would have been followed, the application would have been approved, the Property Owner shall pay a penalty to the City equal to double the normal permit fee (as provided in the current fee schedule) for the total number of trees that were improperly topped, trimmed or cut. The Property Owner shall have ten (10) days from the date of the notice to pay the penalty and avoid a citation.
- f. No consideration will be given to a property owner's claim of dead, diseased or hazardous trees if those trees are cut and removed without a proper permit and without verification by the City. In the case of an after-hours emergency which would involve the cutting of a tree, the City Police Department should be

contacted to verify the hazard and make a report for the City Marshal. In an emergency situation that has been verified by the Police, no penalty shall be assessed.

- II. SHOULD ANY SECTION OR PROVISION OF THIS ORDINANCE BE DECLARED BY A COURT OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL OR INVALID SUCH DECLARATION SHALL NOT AFFECT THE VALIDITY OF THE ORDINANCE AS A WHOLE OR ANY PART THEREOF OTHER THAN THE PART SO DECLARED TO BE UNCONSTITUTIONAL OR INVALID. ALL RESOLUTIONS AND ORDINANCES AND PARTS OF RESOLUTIONS AND ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE ARE HEREBY REPEALED.
- III. THIS ORDINANCE WILL BECOME EFFECTIVE UPON ADOPTION BY THE CITY COUNCIL AND APPROVED BY THE MAYOR AS PROVIDED BY THE CHARTER OF THE CITY OF SKY VALLEY.

It is so ordained and approved by vote of the City Council of the City of Sky Valley this ____ day of _____, 2012.

Approved:

James S. Martindale, Mayor

Neil Howard, Council President

Richard Boyle, Councilor

Attest:

Bob Larsen, Councilor

Mandi Cantrell, City Clerk

Maureen Platt, Councilor

David Whatley, Councilor

Read and introduced on the ____ day of _____, 2012.

Adopted on the ____ day of _____, 2012.

ORDINANCE 12-____

AN ORDINANCE TO REPEAL ORDINANCE 09-13 AND ESTABLISH CURRENT FEES CHARGED BY THE CITY OF SKY VALLEY FOR VARIOUS SERVICES AND PERMITS

WHEREAS, the City of Sky Valley has from time to time established service and permit fees.

WHEREAS, the City of Sky Valley wants to establish and publish a schedule for services and building permits, recognizing the time and effort of the City of Sky Valley in maintaining these services and in inspecting buildings and improvements and enforcing the Building Code in Sky Valley.

The Council of the City of Sky Valley hereby ordains:

I. The Code of Ordinances of the City of Sky Valley is hereby amended to establish fees for services and permits. The rates as established herein may from time to time be amended by duly enacted resolutions of the City Council. This new fee schedule shall be as follows:

MISCELLANEOUS CHARGES

Fax to Receive	\$0.50 per page
Fax to Send	\$0.50 per page local \$1.00 per page long distance
Copies	\$0.15 per copy for 8.5 x 11 or 8.5 x 14 \$0.25 per copy for 11 x 17 \$0.25 per color copy for 8.5 x 11 or 8.5 x 14 \$0.50 per color copy for 11 x 17
Address Labels	\$10.00 for utility customers only \$20.00 for homeowners and lot owners (if available)
Maps of Sky Valley	Free road map \$5.00 for 11 x 17 color subdivision map \$15.00 for 24 x 30 color subdivision map
Lamination	\$2.00 per page

SOLID WASTE COLLECTION

Garbage Collection	\$12.00 per month for street service \$20.00 per month at back door service or other alternate location (requires statement of disability by occupant)
Chipping	\$100.00/hr. with the first 15 minutes per month free
Delivery of Wood Chips	\$25.00 per load

TREE CUTTING PERMITS

Cutting and Topping	\$75.00 for the first 1 to 5 trees \$15.00 for each tree over the first 5
Trimming	\$0, but permit still required
Dead/Diseased/ Hazardous	\$0, but permit still required

HOUSING & DEVELOPMENT FEES

PLANNING & ZONING APPLICATIONS

Re-Zoning & Map Amendments	\$250.00 plus \$1.00 per acre or portion thereof
Conditional Use	\$100.00
Variance	\$100.00 for Single Family Zoning \$200.00 for all other Zoning Classifications

LAND DEVELOPMENT REVIEW, INSPECTION & PERMITS

Concept Plan	\$500.00
Preliminary Plat/Site Plan	\$500.00 or \$10.00/lot, whichever is greater
Water Line Review/Inspection	\$750.00 or \$15.00/lot, whichever is greater
Road Design Review/Inspection	\$750.00 or \$15.00/lot, whichever is greater
NPDES Permit Fee for LIA (City)	\$40.00 per each disturbed acre
NPDES Permit Fee for GA EPD	\$40.00 per each disturbed acre
Land Disturbance Permit	\$50 < 10 acres, \$150 for 10 acres to 25 acres, \$200 plus \$5 for each acre over 25
Final Plat	\$350.00 or \$7.00/lot, whichever is greater

SITE/PLOT PLAN & EROSION AND SEDIMENTATION CONTROL

(FOR ALL LAND DISTURBANCE)

Soil Erosion & Sedimentation Control Monitoring & Enforcement for all Land Disturbance	\$100.00 for 1 acre or less plus \$50.00 per acre for each additional acre or portion thereof
--	---

RETAINING WALLS

Retaining Walls > 4 ft. from bottom of footing to top of wall	\$100.00
Other Poured Concrete	\$0.00

DEMOLITION (Requires performance bond = to 135% of cost of demolition)

Demolition	\$0.10 per square foot (bond required) - sf to be determined from tax assessor's website unless building plans are made available or information not available
------------	--

PRELIMINARY BUILDING PLAN REVIEW AND SITE VISITS

(TO BE PAID AT THE TIME OF REQUEST AND DEDUCTED FROM THE PRICE OF THE PERMIT WHEN APPLICATION IS MADE)

Plan review	\$0.00
Site visit	\$0.00

BUILDING PERMITS (Residential & Commercial)

Mechanical, Electrical & Plumbing Permits will require a separate permit to be pulled by State Licensed & Insured Contractor. Roofing Permits will require a separate permit to be pulled by Insured Contractor.

New Construction & Additions to Heated Square Footage	\$1.00 per square foot or portion thereof
Remodeling (< 50% of structure)	\$0.50 per square foot or portion thereof
Remodeling (≥ 50% of structure)	MUST BE BROUGHT UP TO CODE \$1.00 per square foot or portion thereof
Unfinished Areas (basements)	\$0.50 per square foot or portion thereof
Decks/Railings/Landings/Stairs	MUST BE BROUGHT UP TO CODE WHEN 50% OR MORE IS BEING REPLACED OR REPAIRED The greater of \$50.00 minimum or \$0.25 per square foot or portion thereof for new or additions. \$0 for repairs and board replacement

ROOFING PERMITS (Residential & Commercial)

New Installation and Replacement	\$50.00 plus \$0.10 per square foot of main floor of structure
Repairs	\$0.00

MECHANICAL PERMITS (Residential & Commercial)

Mechanical new or add-on	\$25.00
Mechanical repair or replace	\$0.00

PLUMBING PERMITS (Residential & Commercial)

Plumbing new or add-on	\$25.00
Plumbing repair or replace	\$0.00
Hot water heater change-out	\$0.00

GAS PERMITS (Residential & Commercial)

Gas piping new or add-ons	\$25.00
Gas piping repair or replace	\$0.00

ELECTRICAL PERMITS (Residential & Commercial)

Electrical new or add-ons	\$25.00
Electrical repair or replace existing	\$0.00

OTHER MISCELLANEOUS BUILDING PERMITS

Generator Install or Change-out	\$0.00
Door/Window Change (Resize)	\$0.00
Jacuzzi Install or Change-out	\$0.00
Swimming Pool Install	\$250.00
Cell Tower	\$1,500.00

RE-INSPECTION FEES, PENALTIES AND FINES

Re-inspection Fee - 1st	No charge
Re-inspection Fee - 2nd & addit.	\$100.00 each
Penalty for starting work without a permit	Permit fee will be doubled for first offense, \$200 MINIMUM
Falsifying a permit or repeat violation for starting work without a permit	Violator will be cited and subject to a fine of no more than \$1,000

II. All ordinances or portion of ordinances in conflict with the provisions hereof are hereby repealed.

III. This ordinance will become effective upon adoption by City Council and approval by the Mayor as provided by the Charter of the City of Sky Valley.

It is so ordained and approved by vote of the City Council of the City of Sky Valley this _____ day of _____, 2012.

Approved:

James Martindale, Mayor

Neil Howard, Council President

Richard Boyle, Councilor

Bob Larsen, Councilor

Maureen Platt, Councilor

David Whatley, Councilor

Attested:

Mandi Cantrell, City Clerk