

**REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
JULY 28, 2015
TUESDAY, 10:00 AM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

AGENDA

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

June 23, 2015 Regular Council Meeting

ADOPTION OF AGENDA

MAYOR'S REMARKS

COUNCIL REMARKS

CITY MANAGER & DEPARTMENT REPORTS – EXCEPTIONS AND QUESTIONS

PUBLIC HEARINGS

- Ordinance to Establish Standards for Driveways & Parking Areas
- Ordinance to Establish Standards for Fences, Walls, Gates, & Columns

NEW BUSINESS

- Ordinance to Establish Standards for Driveways & Parking Areas
- Ordinance to Establish Standards for Fences, Walls, Gates, & Columns
- Variance Request – 2276 Ridgepole – Kingery
- Variance Request – 123 Ridgeview – Wickersham
- Georgia Power Governmental Pole Attachment License Agreement
- Water Bill Adjustment Request – Turcotte
- Property Donation – 058A 525 – Handley
- 2014 Audit
- Election Resolution

PUBLIC FORUM AND GENERAL COMMENTS

ADJOURNMENT

**REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
JUNE 23, 2015
TUESDAY, 10:00 AM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

MINUTES

Mayor Goodgame called the meeting to order.

Those present: Mayor Goodgame, Council President Carr, Councilors Greene, Howard, Larsen, and Lively, City Manager Lapeyrouse, Chief Dills, and City Clerk Cantrell.

Pam Spears gave the invocation. Mayor Goodgame led the Pledge of Allegiance.

APPROVAL OF MINUTES

Councilor Lively made a motion to approve the minutes of the May 26, 2015 Regular Council Meeting, 2nd Council President Carr, unanimously approved.

ADOPTION OF AGENDA

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

MAYOR'S REMARKS

Mayor Goodgame said he really appreciates the stories told by Pam Spears during the invocation and especially the one about vision.

Mayor Goodgame thanked the Council and city staff for all their help and hard work. He said this has been a wonderful Council to work with and he hopes they all run again.

Ray Becker, who serves on the Rabun County Water and Sewer Authority Board, fell and broke two bones and had to have surgery. He asked everyone to keep the Beckers in their prayers.

We are still working on cell service. We have contacted a company regarding the mini cell network, and we did not hear back from them so we will contact someone else. He has not heard back from Verizon despite sending many emails.

There was a great cabaret performance at the Sky Valley Club last week.

COUNCIL REMARKS

Councilor Howard said the City looks beautiful and he greatly appreciates all the work the city employees do. He said he has heard a few people say it is hard to open the door on the garbage compactor. City Manager Lapeyrouse explained how to open the door.

Councilor Larsen and Councilor Lively both said they enjoyed the cabaret performance at the Club.

Council President Carr said a resident asked if we could put pictures of all the city employees on the website. City Manager Lapeyrouse said we could work on that.

CITY MANAGER & DEPARTMENT REPORTS – EXCEPTIONS AND QUESTIONS

City Manager Lapeyrouse reminded everyone about the personal transportation vehicle, PTV, regulations.

City Manager Lapeyrouse said that we are having trouble with underground garbage cans being in disrepair. If the liner is no longer functional, please discontinue using them. When the liner doesn't come out of the can, our garbage collectors are having trouble because when they try to remove the bags from the can, they rip and garbage scatters making a mess for them to clean.

Marketing Director Gurley reported that she was hired by the City in April for 20 hours a week. In addition to implementing the City's marketing plan, she is responsible for coordinating volunteers for the visitor center. She has been working with the Tourism Development Authority on the Skywalk Celebration and has been staffing some of the events. She said it is a huge event for the County, bringing in people from all over the Southeast.

Rabun County was named the Farm to Table Capital of Georgia.

Gurley said that the recent Beer Festival and 5K were a success, and it was a great day. The beer representatives, runners, and beer festival attendees were all very pleased with the event and said they hope we have it again. We are also in full swing working on the FallFest.

Gurley said that she is sending a monthly email with local events in Sky Valley, Rabun County and surrounding areas. We have a very high open rate, and the emails really help drive traffic to the City and Club website. She spoke about the different visitors that have been in and added that the most requested information is about waterfalls.

Gurley announced that we have an Explore Rabun frame at the waterfall so people can take their picture with the frame at the waterfall.

Gurley said that we also get leads from the Northeast Georgia Travel Association. This is a website where people can request information, and it is forwarded to us allowing us to mail information about our upcoming events and things to do in Sky Valley.

Gurley said that she knows our efforts are working. She relayed a story of how someone saw an ad for the Craft Beer Festival in Atlanta and came to spend the weekend.

Don Haney asked how many visitors we are having at the Visitor Center. She said we are averaging five a day. A resident asked if we are partnering with other people. Gurley said that we have brochures for local activities such as the zipline, rafting, waterfall and hiking guides. We are working to gather menus from local restaurants and to partner with other destinations.

Mayor Goodgame said he was asked if the beer festival was the type of event that would hit our target market. He said that he was there all day, and there were people of all ages there, and most of the people he saw were not from Sky Valley which is exactly what we want.

Mayor Goodgame said that our next focused marketing is to work on partnering with surrounding locations such as Heaven's Landing and local restaurants.

OLD BUSINESS

- Windstream Memorandum of Understanding – Easement

City Manager Lapeyrouse said this is the final agreement that includes an official survey. Councilor Greene made a motion to approve the Windstream easement, 2nd Councilor Larsen. Council President Carr expressed concern with the green boxes, the service boxes on the rights of way, because some of them are leaning and some are open. City Manager Lapeyrouse said that they seem responsive if we give them specific locations that need addressed. Carr asked if the police could make a list of boxes that need attention when they make their rounds. Councilor Larsen said he noticed they replaced a couple boxes close to his house. The motion approved unanimously.

NEW BUSINESS

- Award Bid for 2015 Paving Project

Mayor Goodgame said that there is a bid sheet in the packets. He explained that after riding around the city with a paving consultant and Councilor Greene, Chair of the Maintenance and Public Works Committee, the priority list was updated and the 2015 priority list was established. Mayor Goodgame said that the bids came in higher than what we had budgeted. He said that after speaking with City Manager Lapeyrouse, he recommends approving Colwell Construction and for us to pave according to our priority list. Councilor Lively made a motion to approve the Colwell bid, 2nd Councilor Greene. Councilor Larsen asked about the "X" on the bid tally sheet for Colwell's sub contractor affidavit. City Manager Lapeyrouse said that the affidavit was in their bid package but was not signed. They delivered a signed affidavit so their bid packet is complete. Mayor Goodgame said that he recommends us paving as much as we can in order of our priority list up to and not to exceed the budgeted amount. The motion passed unanimously.

PUBLIC FORUM AND GENERAL COMMENTS

Mayor Goodgame introduced Clay Fisher, from TruVista. Mr. Fisher said that they have completed the fiber installation. Don Haney asked how many people use TruVista in Sky Valley. Mr. Fisher said that right now, it is around 300 people. They are anticipating new services being made available to consumers by early September. TruVista is operated by Chester Telephone Company. Mayor Goodgame said that an additional benefit of TruVista upgrading to fiber optic

is that it will allow Verizon to install a 4G tower, and for us to install an mini wireless network if we need to.

Ray Brooker asked about the financial report. Mayor Goodgame said that we will have a completed audit for 2014 presented at the July meeting. He explained that we are having some trouble with the new financial software program we switched to last year. We are also posting department reports on the website and not reading them at the meetings.

Rebecca Dean asked if there is any way we can have the covered bridge area on Hwy 246 cleaned. City Manager Lapeyrouse said that she did send a letter to the property owner requesting an agreement to allow the city to maintain it and make it safe and she has not heard back from them.

Councilor Larsen said there is a cable along the side of the 10th fairway that goes up to Valley View. He thinks it was a television cable. Mr. Fisher said he will look at it on his way out and will let us know if it what type of cable it is.

Councilor Howard made a motion to adjourn, 2nd Council President Carr, unanimously approved.

Respectfully submitted:

Attested:

Hughel Goodgame, Mayor

Mandi Cantrell, City Clerk



*Departmental Report
by the
City Manager*

July, 2015

Announcements -

Fourth of July Activities

Sadly, most of the July 4th activities were cancelled due to the threat of severe weather. We are rescheduling the fireworks for September 5th, so go ahead and mark your calendars. We are planning a BBQ, live entertainment and fireworks show. More information will be announced very soon.

ISO Fire Suppression Rating

Sky Valley recently underwent a Public Protection Classification inspection through Insurance Services Office, Inc.. ISO has completed its analysis of the structural fire suppression delivery system provided in Sky Valley. The resulting classification is 05/05Y. This is an improvement over the 2002 rating of 6/9. ISO's rating plays an important role in the underwriting process at insurance companies. Make sure your home insurance company is aware of this change before your next renewal. This change will take place on September 1, 2015.

Personal Transportation Vehicles (PTVs)

Registered PTVs through the City are the only legal golf carts that can be used on city streets outside of a designated cart lane. Please visit the city's website at www.skyvalleyga.com for required safety equipment, application and PTV regulations.

Short-term Rentals

It is mandatory that every person engaging in short-term rentals on their homes of 10 days or less to 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.

Housing & Development & Code Enforcement

Grass, Weeds, Trees & Other Vegetation

Weeds or grass allowed to grow to a height greater than 12 inches on average, or any accumulation of dead weeds, grass, or brush, that may provide safe harborage for rats, mice, snakes and other vermin constitutes a public nuisance.

Trees, shrubs, bushes and other vegetation that obstructs the safe passage or line-of-sight of motorists or pedestrians at an intersection or driveway connection with a public street or along any street also constitutes a public nuisance.

The City receives complaints from time to time of these types of nuisances on private property. If we find that there is a public nuisance that exists in violation of our ordinances, our Code Enforcement Officer will write the property owner a letter advising them of the nuisance and giving them notice to abate the nuisance. If necessary, the City will file an action in the municipal court to abate the nuisance. Please understand that this process takes time.

Recreational Vehicles, Boats and Similar Vehicles

All motor homes, recreational vehicles, travel trailers, boats and similar items may be stored inside a residence, garage or carport of any home or business as long as the item is entirely enclosed, covered and out of site. Otherwise, such items may be parked at a Sky Valley residence for no more than forty-eight hours for the purpose of unloading and loading.

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.

Public Works -

Paving/Striping

Colwell Construction has been awarded our paving project and will be getting started in the next few weeks. Bald Mountain Road has just been striped, and we will be doing some striping on other city roads. Please be aware of paving and paint crews. Please avoid those areas when possible. More information will be sent by e-mail when they get started to make you aware of the areas they will be working in. GDOT also notified me that they will be installing some raised pavement markers on Hwy 246. These are the

reflectors that are visible at night and during the rain. They are not planning to stripe the highway this year.

Tree Cutting/Trimming/Topping

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

Chipping Service

The City provides 15 minutes of chipping service to every homeowner each month at no cost. Chipping service is then provided at a rate of \$100/hour for any time exceeding the first 15 minutes. Cuttings must be less than 8" in diameter and must be stacked in one direction on the right-of-way, out of the road and not in an area that will block culverts or otherwise impede storm water drainage. We cannot chip small yard debris, vines, thorn bushes, small shrubby clippings, railroad ties, landscape timbers, or similar type items. The chipping service is designed for limbs and small trees only. All other yard waste must be bagged.

Leaves and Yard Waste Pick-up

Yard waste is collected separately from household garbage. Please call City Hall to let us know you have yard waste to be picked up. Yard waste shall be bagged and placed for pickup within 5 feet of the roadway. Please do not mix household garbage in with this material.

Mulch

Mulch from our chipping service is available for purchase from the City for \$25 per load delivered.

Water -

Don't forget that we 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.

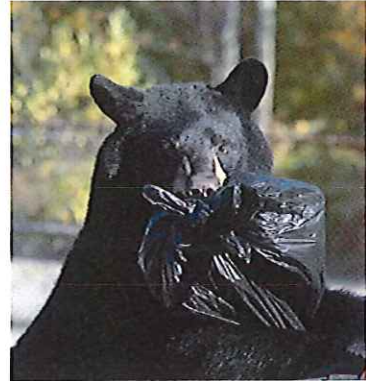
Solid Waste -

The City is picking up household garbage on Mondays and recycling on Thursdays. I am about to place an order for more recycle bins, so if you have not already reserved a bin, please do so as quickly as possible so that I can get a good count. Please do not put garbage out on Thursday. If you need to dispose of garbage during the week, you are welcome to us the compactor on Knob Drive behind the postal facility.



Please note, if your underground cans 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 such as the one pictured here. If you do not have the liner that our garbage collectors can lift out of your underground can, you will need to discontinue use until replaced. This is for the safety of our garbage collectors.

The bears are very active so far this season. 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.



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...

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

Housing & Development Departmental Data Report	For month ending June 30, 2015		
	Jun-15	YTD	2014 YTD
New Residential & Commercial permits issued	0	0	0
All other addition, remodel and repair permits	14	65	50
Certificates of Occupancy issued	0	0	1
Total New Construction not yet finalized	1		0
Total Other Construction not yet finalized	7		6
Notices to Comply issued	0	0	0
Stop Work Orders issued	0	0	1
Tree Cutting permits issued	8	24	25
Code & Ordinance Violations cited	0	0	0
Fees Collected			
	Jun-15	YTD	2014 YTD
New Residential or Commercial Permits	\$0.00	\$0.00	\$0.00
Other Addition, Remodel, Repair Permits	\$850.00	\$4,680.00	\$3,123.00
Tree Cutting Permits	\$315.00	\$1,360.00	\$1,650.00
Land Disturbing Permits	\$0.00	\$0.00	\$0.00
Fines Collected for for Ordinance Violations	\$0.00	\$5,000.00	\$0.00

**Totals Report For 2013 Taxes
June 2015
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2013 Ad Valorem Tax	838,547.44	832,737.34	5,810.10-	0
Interest	2457.93	2457.93	0	0
Penalty	1585.69	1585.69	0	0
Costs	3049.00	3049.00	0	0
Totals	845,640.06	839,829.96	5,810.10-	0

Collected: 100%

**Totals Report For 2014 Taxes
June 2015
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2014 Ad Valorem Tax	953,344.25	943,474.92	4,782.03-	5,087.30
Interest	1472.59	1303.27	0	169.32
Penalty	1396.58	1071.15	0	325.43
Costs	962.00	698.00	0	264.00
Totals	957,175.42	946,547.34	4,782.03-	5846.05

Collected: 99.46%

PLANNING & ZONING COMMISSION
PUBLIC HEARINGS
CITY OF SKY VALLEY, GEORGIA
JULY 14, 2015
TUESDAY, 10:00 AM

Lakeside Room, 568 Sky Valley Way

MINUTES

Vice Chairman McAfee called the meeting to order.

Those present: Commissioners McAfee, Shepard, and Tebeau, City Manger Lapeyrouse, Building Inspector Power, and City Clerk Cantrell

PUBLIC HEARINGS

123 Ridgeview Lane – David Wickersham

Request for a variance to Section 803 Table 3 “Dimensional Requirements by Land Use District” of the City of Sky Valley Zoning Ordinance (05-15) at 123 Ridgeview Lane, owned by David Wickersham to encroach into the 15 foot side yard setback requirement by 7 feet for a carport.

Mr. Wickersham explained the reason for his request to encroach into the setback to build a carport stating that is the most minimally invasive location and the best fit on the property. His potential builder, Jon Schwetz explained what the carport would look like.

City Manager Lapeyrouse stated that there is a main water line going through this property where the proposed carport would be. Inspector Powers said the city’s concern is what would happen if that line needs replaced. Mr. Schwetz said the carport would not have a concrete floor. The carport would be 22’ X 22’ and the proposed ceiling height is 8 to 8.5’. The carport is 15’ to 20’ feet from the house.

Commissioner Tebeau made a motion to recommend approval of the variance request to Council, 2nd Commissioner Shepard, unanimously approved.

2276 Ridgepole – Kingery

Request for a variance to Section 803 Table 3 “Dimensional Requirements by Land Use District” of the City of Sky Valley Zoning Ordinance (05-15) at 2276 Ridgepole, owned by Andrew Kingery to encroach into the 15 foot side yard setback requirement by 12 feet to construct a house.

Request for variance to Section 100.60 (1) “Minimum Conditioned Floor Space” for Single Family Residences of the City of Sky Valley Building Code Ordinance (14-01) to allow less than 1,750 square feet of conditioned living area to rebuild house on previous footprint.

Mr. Kingery explained that his house burned several years ago. He withdrew his request for the minimum conditioned floor space to be less than required. He presented the history of the previous house that burned stating that it was directly on the property line and that he is asking for it to be three feet off the property line. He said the house will be any higher from the road level than the previous one.

City Manager Lapeyrouse asked if the cost of the foundation would create a hardship to comply with the setback requirements. Mr. Kingery said that when he met with a contractor last year, it would be around \$30,000 for the foundation if the house met the setback requirements. He did not know the cost of the foundation if the variance is granted to build within the setback requirements.

Adjoining property owner Bill Snow spoke against approving the variance.

Commissioner McAfee read Section 16.04 of Zoning Ordinance 05-15 that explains what creates a hardship and reasons for a variance. Discussion followed about parking areas. Mr. Kingery said previous parking was on the right of way. City Manager Lapeyrouse mentioned that the current zoning requirement is two parking spaces on the property.

City Clerk Cantrell said she received one phone call in opposition to the request, from Louis Philhower, an adjoining property owner. There were also three emails in opposition, from Bill Show, Milt Gillespie, and Steve Brett.

Commissioner Tebeau made a motion to recommend denial of the request to Council, 2nd Commissioner Shepard, unanimously approved.

DISCUSSION ITEMS – ZONING & BUILDING CODE

- Ordinance to Establish Standards for Driveways & Parking Areas

Mayor Goodgame explained that currently, you are only required to pave the portion of your driveway that is on the right-of-way. He said this ordinance would extend that requirement to cover the entire driveway be asphalt, concrete, or paving stone.

Resident Don Haney said there are several gravel driveways that are satisfactory adding that the City still has some gravel roads. He said he believes this would be an example of taking restrictions too far. He said that 4" of concrete thickness is more standard than 6". He also posed the question of a flat driveway where the gravel will not slide into the road. The Commission discussed asphalt thicknesses and other driveway materials. The international building code does not require that driveways or parking areas be paved; those are local requirements. Mayor Goodgame gave the example of Valley View Condos stating that under our current requirements, that whole parking area could be graveled.

Commissioner Shepard made a motion to recommend approval of the ordinance, changing the concrete thickness requirement to 4" instead of 6" for residential driveways, 2nd Tebeau, unanimously approved.

- Ordinance to Establish Standards for Fences, Walls, Gates, & Columns

Mayor Goodgame said that some people build columns and chain off their driveways right up to the side of the street. He gave an example of two poles with a cable at the end of Fairway Lane. The property owner has the cable crossing at the property line. It is an eyesore and prevents adequate turn-around space at the end of the road. City Manager Lapeyrouse said that with all of the cabled-off driveways, it makes very difficult for city trucks to turn around when there is no cul-de-sac. Many of those chains are located within the right-of-way.

Resident Don Haney asked about a wooden fence with metal field fencing attached on the inside to keep pets in the yard. Discussion followed about fencing materials and if that would fall under the metal fencing requirements. There is a provision in the ordinance for notice to adjoining property owners and an opportunity to voice any concerns at a meeting of the Planning & Zoning before a permit would be issued in those types of cases.

Commissioner Tebeau made a motion to recommend approval of the ordinance as presented to Council, 2nd Commissioner Shepard, unanimously approved.

Commissioner Tebeau made a motion to adjourn, 2nd Commissioner Shepard, unanimously approved.

Respectfully submitted:

Mandi Cantrell, City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH STANDARDS FOR DRIVEWAYS THAT PROVIDE SAFE ACCESS FROM PRIVATE DEVELOPMENT TO PUBLIC RIGHT-OF-WAYS AND TO ENSURE THAT ADEQUATE PARKING IS ALLOTTED FOR ALL RESIDENTIAL AND COMMERCIAL STRUCTURES WITHIN THE CORPORATE LIMITS OF THE CITY OF SKY VALLEY AND FOR OTHER PURPOSES

WHEREAS, the City of Sky Valley recognizes the importance of safe and adequate access onto private property from public rights-of-way and vice versa for everyday and emergency use; and,

WHEREAS, the City of Sky Valley wishes to establish appropriate guidelines so as to protect the public investment in town roads by preventing costly road maintenance from water drainage and siltation from private driveways onto public roadways and into graded ditches and roadsides.

WHEREAS, the City of Sky Valley recognizes the street congestion and traffic hazards caused by inadequate parking; and

WHEREAS, the City of Sky Valley wishes to establish appropriate guidelines to ensure safe, adequate, and well-designed parking and develop the property within the City to its highest and best use.

The Council of the City of Sky Valley hereby ordains:

Driveways and Parking Areas

- I. **PERMITS REQUIRED.** No person shall construct, resurface or improve any driveway in any way, or alter the dimensions or location of any existing residential driveway, without paying a permit fee as may be set by the city from time to time and obtaining a permit from the Building Department.
- II. **DRIVEWAYS AND PARKING AREAS.**
 1. Driveways for single family residential buildings shall be a minimum of twelve feet (12') in width and a maximum of eighteen feet (18') in width as measured at the right of way line. Driveways and parking may cover a maximum of 40 percent of a front yard. All driveways shall extend to the edge of pavement and shall be three feet (3') wider at the pavement joint.
 2. Each residential lot shall provide space for parking two automobiles off the street prior to occupancy of any dwelling constructed on said lot. Multi-Family and Commercial parking requirements are covered in the City's Zoning Ordinance.
 3. All parking spaces required by this Ordinance shall be provided on the same lot with the main building or use that it serves. Upon demonstration that the parking spaces required are not available and cannot reasonably be provided on the same lot as the building, structure or use it serves, the Building Department may permit the required parking spaces to be provided on any lot, of which a substantial portion is within 400 feet of such building, structure, or use. This provision shall

require submittal of evidence of ownership of the parking area off-site that is intended to be used to comply with this article.

4. Driveways and parking areas for residential uses shall be constructed of:
 - a. Minimum six inch (6") concrete with a minimum four inch (4") compacted aggregate base course, or
 - b. Minimum two inches (2") Asphalt Surface Course with a minimum six inch (6") compacted aggregate base course, or
 - c. Concrete Paving stones at least 2 inches thick on a base consisting of a layer of bedding sand over a minimum 4 inches of compacted crushed stone, cement treated base, or soil cement base.
5. Light commercial and industrial driveways and parking areas shall have a width equal to the approved driveway width at the property line. The driveway approach shall have a minimum fifteen foot (15') radius return at the street and shall be constructed of:
 - a. Minimum eight inch (8") concrete with a minimum four inch (4") compacted aggregate base course, or
 - b. Minimum one and one-half inch (1½") Hot Mix Asphalt Surface Course, and one and one-half inch (1½") Hot Mix Asphalt Binder Course with either a minimum eight inch (8") compacted aggregate base course or a minimum six inch (6") Hot Mix Asphalt Binder Course.
6. Heavy commercial and industrial driveways and parking areas or when, in the opinion of the Enforcement Officer, the driveway and parking area will be required to support heavy loads, shall have a minimum fifteen foot (15') radius return at the street. Where larger equipment (semi-trucks) is in use, the radius return may be increased to thirty-five feet (35') to prevent damage to the parkway. The driveway shall be constructed of:
 - a. Minimum eight inch (8") concrete with a minimum eight inch (8") compacted aggregate base course, or
 - b. Minimum one and one-half inch (1½") bituminous concrete super paved surface and one and one-half inch (1½") bituminous concrete super paved binder with either a minimum twelve inch (12") compacted aggregate base course or a minimum six inch (6") Hot Mix Asphalt Binder Course.
7. Any open off-street loading berths, loading areas or areas intended to be used for dumpsters over two (2) cubic yards capacity, the parking of semitrailers without tractor attached or other heavy concentrated loads, shall be constructed of:
 - a. Minimum six inch (6") concrete with a minimum ten inch (10") compacted aggregate base course.
 - b. All concrete for driveways and parking areas shall be air entrained, six (6) bag portland cement concrete with minimum 6 x 6 - W1.4 x W1.4 welded wire fabric reinforcing or fiber mesh in accordance with manufacturer's recommendations.

III. DRAINAGE. Storm water from a driveway or parking area should be designed so as to not impact the neighboring property or a city street. Driveways on the ditch side of the street will require a storm pipe. The pipe must be installed at commencement of job construction and the driveway must feather out to existing grade thirty-six (36) inches before reaching street asphalt paving and shall require a three (3) inch dip running

parallel with the road to allow rain water to run into the ditch. On streets where asphalt has not been applied, check with City Building Official as to where feather out point of driveway must stop. The materials for pipe shall be a minimum of 18" corrugated metal or concrete culvert pipe, or material of greater crush strength as may be approved by the Building Official upon receipt and review of manufacturer specifications.

- IV. DRIVEWAY AND/OR PARKING AREA REPAIR AND MAINTENANCE. It shall be the duty of the person benefiting from the driveway to keep the driveway and driveway approach on public right-of-way in good repair and free from obstruction and openings. Snow removal from parking areas, driveway and driveway approaches is the responsibility of the owner of the property adjacent the roadway where the parking area, driveway or driveway approach is located.
- V. RESTORATION OBLIGATIONS. In the event it becomes necessary for the City or its contractors to perform any maintenance or repairs within the city right of way, the City or its contractors may remove or dig up the 'nonstandard pavement' defined as pavers or stamped concrete/bituminous asphalt without notice to the owner. In this event, neither the City nor its contractors have any obligation to replace, repair or otherwise reconstruct the "nonstandard pavement"; the responsibility and the cost thereof shall be the obligation of the owner. The City Manager may, however, authorize a partial cost reimbursement which would reflect the City's cost to repair only the disturbed portion of the "nonstandard pavement." Said reimbursement will be based on the current city secured unit cost for asphalt or concrete based on existing conditions. The owner understands, acknowledges and accepts any and all responsibility for repair, restoration and any and all other work necessary to restore Non-Standard Pavement as a result of City damage during use or access of public R.O.W. shall be owner's responsibility. The City shall have no responsibility under any condition for repair or restoration of Non-Standard Pavement.
- VI. OWNERSHIP. All driveways and parking areas within the public right of way are and shall remain public property irrespective of how and when installed. Parking areas within the parkway may be altered or removed at any time at the sole discretion and direction of the City Manager.
- VII. PROHIBITED PARKING. The parking of any trailer or motorized vehicle upon the property of any dwelling unit shall be permitted only upon a driveway. Parking a motor vehicle upon grass, dirt, or area of the property of a dwelling unit other than a driveway is hereby prohibited.
- VIII. PENALTIES. Any person violating any provision of this chapter for which no specific penalty is provided shall be fined no more than \$1,000 for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists. Each day that a violation exists constitutes a distinct and separate offense under the terms of this chapter. In addition, the City may take whatever action it deems appropriate to enforce the terms of this Ordinance. All attorney fees and costs

incurred by the municipality in enforcing the terms of this Ordinance shall be paid by the violator.

IX. 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.

X. 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 _____, 2015.

DRAFT

Mayor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH STANDARDS FOR FENCES WITHIN THE CORPORATE LIMITS OF THE CITY OF SKY VALLEY AND FOR OTHER PURPOSES

WHEREAS, the City of Sky Valley recognizes the importance of fences in creating and preserving the beauty of the City and ensuring the privacy and protection of private property; and,

WHEREAS, the City of Sky Valley wishes to establish appropriate guidelines so as to allow the protection of private property while maintaining the visual aesthetic appeal of the City.

The Council of the City of Sky Valley hereby ordains:

Fences, Walls, Gates, and Columns

- DRAFT**
- I. Purpose. The following regulations were created to preserve the beauty and open rural quality of the Town while acknowledging that residents have the right to fence their properties in order to protect their children, contain their animals, and maintain privacy.
 - II. Permits required. No fence, wall, gate, or column structure shall be erected or replaced without the prior issuance of a permit from the City.
 - III. Definitions. The following definitions are established for the purpose of this Ordinance and the meaning and construction of words and phrases is as follows:
 1. Column: A round or square pillar, pole, or post flanking an entrance way constructed of such materials as brick, stone, concrete, or other materials.
 2. Wall: An upright structure of wood, stone, brick, or other substance or combination of substances serving to enclose, divide, or support and usually having greater mass than a fence. Not including a retaining wall unless such retaining wall is constructed to extend above ground level and serve as a solid wall, fence or boundary.
 3. Fence: A structure serving as a barrier or screen constructed of wood, masonry, plastic or similar material (not including graded berms or living hedges).
 4. Gate: A movable frame, structure or item that controls ingress and egress through an opening in a fence, wall, or vegetation.
 5. Open Fence or Gate: A fence or gate constructed in such a way so that no more than fifty (50%) percent of the surface area obstructs a ground level view through the fence or gate.
 6. Solid Fence or Gate: A fence or gate constructed in such a way so that more than fifty (50%) percent of the surface area obstructs a ground level view through the fence or gate.
 - III. Prohibited fences, walls, gates, columns types. The following fences are prohibited:
 1. Any chain-link fences, other than those required by law for use by utilities, including any fence or gate with wire or a chain stretched between poles.
 2. Barbed or razor wire fences, including any fence with attached barbs, sharp points, or razors.

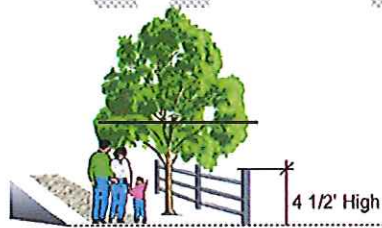
3. Any perimeter fence, wall, gate, or column that does not comply with these regulations.
4. Any fence, wall, gate, or column located within a public or private road right-of-way.

IV. Fences, Walls, Gates, and Columns Requiring Public Notice. Permit requests for the types of fences, walls, gates and columns identified below require notification of adjacent neighbors and neighbors across the street:

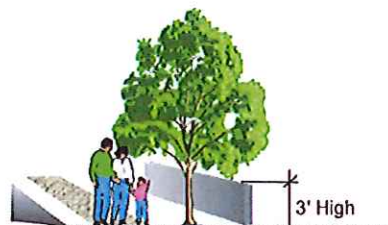
1. Fences, walls, gates and columns that require the significant removal of existing screening vegetation (trees and shrubs).
2. Iron or metal fencing other than those prohibited herein.
3. Non-traditional electric fences (such as tape or rope), including any fence designed to produce an electric shock.
4. Solid fences or walls that impact neighbor views.
5. Any other proposal deemed appropriate by the Building Department for a noticed hearing. Staff shall notice a permit hearing before the Planning and Zoning Commission and notice all adjacent property owners. This hearing will not be considered a zoning variance.

V. Development Standards for Fences, Walls, Gates, and Columns. Fences located near property lines or in setback areas that are not adjacent to a road right-of-way shall not exceed a maximum height of 6 feet. No permanent structures shall be constructed within the setback area.

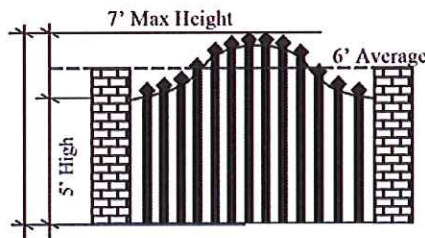
VI. Open fences and gates. Minimum setback from centerline of adjacent public or private road right-of-way must be at least 30 feet. Maximum height of open fences and gates at the minimum setback from the centerline of adjacent public or private road right-of-way shall have a maximum height of 4 1/2 feet.



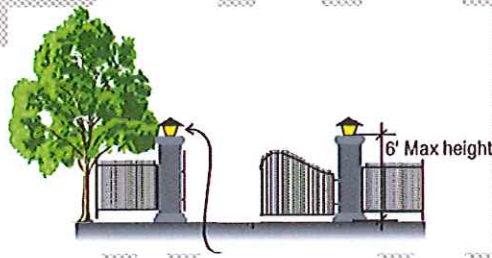
VII. Solid Fences, Gates, and Walls. Minimum setback from centerline of adjacent public or private road right-of-way must be at least 30 feet. Maximum height of solid fences, gates, and walls at the minimum setback from the centerline of adjacent public or private road right-of-way shall be 3 feet. Minimum setback from centerline of adjacent public or private road right-of-way for 6' tall solid fences, gates, and walls located between adjacent public or private roadways and the structural setback line for the particular property shall be 60 feet.



VIII. Open Driveway Gates. Minimum setback from centerline of adjacent public or private road right-of-way shall be 30 feet. Maximum height of open driveway gates at the minimum setback from the centerline of adjacent public or private road right-of-way shall be 4 ½ feet (average) Minimum setback from centerline of adjacent public or private road right-of-way for open driveway gates with a 6' average height (7' maximum height) located between adjacent public or private roadways and the structural setback line for the particular property shall be 45 feet.



IX. Columns. Minimum setback from centerline of adjacent public or private road right-of-way shall be 30 feet. Maximum height of columns shall be 6 feet with an additional 12" acceptable for light fixtures.



X. Measurements. The vertical dimension of any fence, wall, gate, or column shall be measured from the finished grade on both sides of any such fence, wall, gate, or column to any point on top of the fence, wall, gate, or column, including post/column caps and any ornamental features.

XI. Landscaping. Any fence or wall may be required to be landscaped. Screen plantings required as a condition of approval for any fence or wall shall be maintained in good condition by the property owner. Landscaping shall provide an unobstructed line of sight view and view of approaching traffic on the intersecting roads.

XII. Requirements for Nonconforming Fences, Walls, Gates, and Columns. Replacement of existing legal nonconforming fences, walls, gates, and columns shall be subject to the requirements in this ordinance. Exceptions may be granted where the strict application of these requirements will result in a hardship for the property owner. Repair of short sections of legal nonconforming fences, walls, gates, or columns (repair of less than 50 feet or repair of no greater than 25% of total fence or wall length) will not require a permit if no other work is done on the same structure over a 12- month period. The replacement of any nonconforming structure shall be prohibited if the City determines that a public safety hazard exists or that the structure encroaches in an easement or public right-of-way. Any fence, wall, gate, or column constructed without a lawfully issued

permit is a violation of the Municipal Code and shall be subject to penalties as described herein.

- XIII. Exceptions. Any fence proposed to exceed a height of 6 feet in a setback area or to be located closer to the centerline of the road than required shall require a variance in accordance with the provisions of the Zoning Ordinance.
- XIV. Penalties. Any person violating any provision of this chapter for which no specific penalty is provided shall be fined no more than \$1,000 for each offense, and a separate offense shall be deemed committed for each and every day during which a violation continues or exists. Each day that a violation exists constitutes a distinct and separate offense under the terms of this chapter. In addition, the City may take whatever action it deems appropriate to enforce the terms of this Ordinance. All attorney fees and costs incurred by the municipality in enforcing the terms of this Ordinance shall be paid by the violator.
- XV. 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.
- XVI. 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 _____, 2015.

Mayor

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

Attest:

City Clerk

DRAFT

APPLICATION FOR VARIANCE

City of Sky Valley, Georgia
Planning & Zoning Commission
3444 Highway 246
Sky Valley, GA 30537

A notice shall be placed in a newspaper with general circulation within the territorial boundaries of the local government at least 15 but not more than 45 days prior to the date of the Planning & Zoning Hearing. The notice shall state the time, place, and purpose of the hearing.

A sign containing information required by local ordinance shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the Planning & Zoning public hearing.

Letters by regular mail shall be sent to all adjoining property owners stating all pertinent facts of the variance request using the same time frame as the public notice in the local newspaper.

This variance request application shall be submitted with all required information to the City Clerk by 12:00 PM on Thursday to be published in the following week's edition of the Clayton Tribune. The Planning & Zoning Commission can hold a public hearing on the request no earlier than 15 days following the notice in the newspaper. The Planning & Zoning Commission will then make a recommendation to the City Council to approve or deny the request at the next regularly scheduled council meeting. Regular monthly council meetings are held the fourth Tuesday of the month at 10:00 AM unless otherwise noticed.

Date: 4-7-2015

Property address: 2276 RIDGE POLE

Subdivision Name & Part: _____ Lot Number: _____
(Required if no property address.)

Owner of Property: ANDREW KINGERY, TRUSTEE OF THE ANDREW KINGERY LIVING TRUST DATED FEB. 11, 2015

Address: 365 CANTERBURY DR. EVANS, GA. 30809

Telephone: 706-863-6148

Name of Applicant: ANDREW KINGERY

Address: SAME

Telephone: _____

If the Owner and Applicant are not the same, signatures of both Owner and Applicant must appear on the application and be dated.

I hereby request that the property described in this application be given a variance as follows:

*to rebuild in the same footprint
as my house that burned three years ago.
Expanded 17 feet into 15 feet front and side yard.*

SUMMARY OF VARIANCE REQUEST

Give a summary description of your proposed project in the space provided below. This summary should include purpose, type of construction (per Building Code Regulations), square footage, height, and any other pertinent information deemed necessary.

*Rebuild a house @ 2276 Ridgely, wood construction,
1500 sq. ft. one story, with basement, similar
to the house that burned at this location, but
a rectangle shape rather than a round house that
burned*

SITE PLAN

A current Registered Surveyor's site plan that shows the location of all corner pins (flagged), all easement and set-back lines, road right of way width, location of road (paved or gravel) with the right of way, all existing and or proposed buildings of the plan on which the variance is requested.

FEES

The fee for advertising and administrative costs is \$250.00 due at time of application.

AUTHORIZATION TO INSPECT PREMESIS

I hereby authorize the City of Sky Valley City Council and the Planning & Zoning Commission to inspect the premises which are the subject of this variance request.

[Handwritten Signature]

Signature of Property Owner

5-28-15

Date

Signature of Applicant (if other than Property Owner)

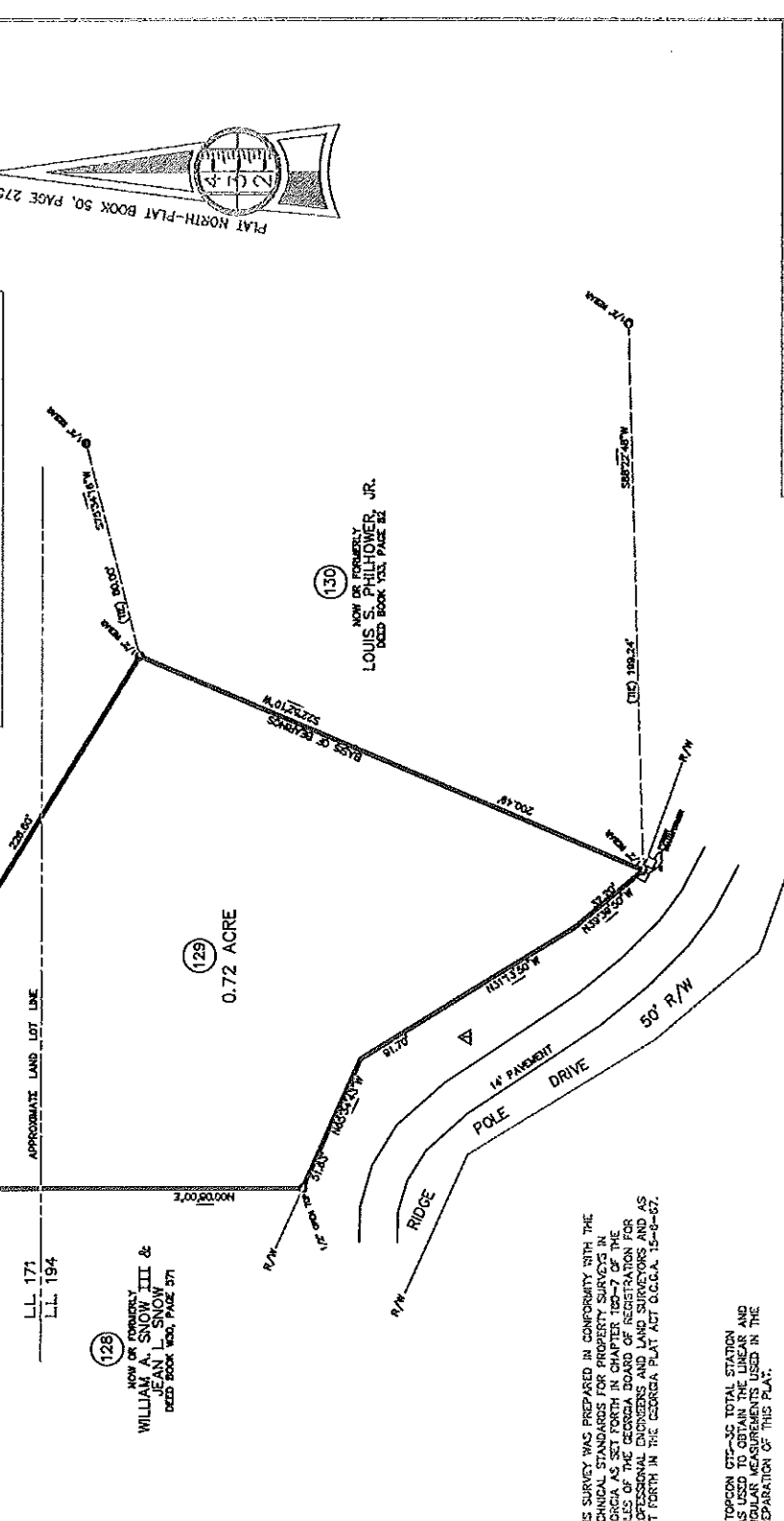
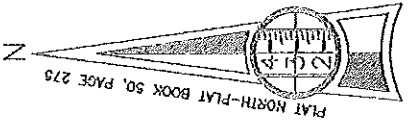
Date

- LEGEND**
- FOOT OF SURVEY LINE
 - BOUNDARY POINT (B.P.)
 - BOUNDARY LINE (B.L.)
 - MEASURED LINE
 - RIGHT OF WAY
 - POLE
 - UTILITY POLE
 - ROCK
 - PLANT
 - LAND LOT LINE
 - LAND LOT
 - CONVEYANCE POINT
 - ADJACENT LOT
 - CORNER MARK
 - PLANTING: PINNACLE

THIS PLAT IS SUBJECT TO ANY RESTRICTIONS AND EASEMENTS SET FORTH FOR THIS SUBDIVISION AS MAY BE SPECIFIED IN DEEDS FROM THIS TO TIME.

THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY
WILLIAM F. ROLANDER, RLS 2042, ON MAY 15, 2015.
THIS RECORD SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT

THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY
WILLIAM F. ROLANDER, RLS 2042, ON MAY 15, 2015.
THIS RECORD SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT



128
NOW OR FORMERLY
WILLIAM A. SNOW III &
JEAN L. SNOW
DEED BOOK 184, PAGE 571

130
NOW OR FORMERLY
LOUIS S. PHILLIPER, JR.
DEED BOOK 133, PAGE 22

129
0.72 ACRE

171
194

RESUBDIVISION SURVEY FOR

ANDREW KINGERY

0.72 ACRE LOT 129
IN THE CITY OF CITY VALLEY
C.C. DP

SCALE: 1" = 30'

DATE: MAY 15, 2015

LOCATED IN LAND LOTS 171 & 194, 2ND LAND DISTRICT
RABUN COUNTY, GEORGIA

SPALDING SURVEYING COMPANY, INC.
LAURENCEVILLE, GEORGIA 30552 (706)740-2023

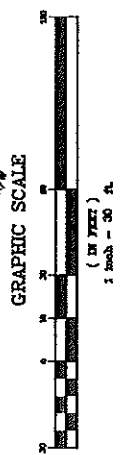
LP3000232
CERTECH NUMBER
15-4122

THIS SURVEY WAS PREPARED IN CONFORMANCE WITH THE RULES OF THE GEORGIA BOARD OF SURVEYORS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-87.

A TOPCON DT-3C TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PER CENT OF 0.02 PER ANGULAR ERROR OF OBSERVATION PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES RULE METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 148,878 FEET.

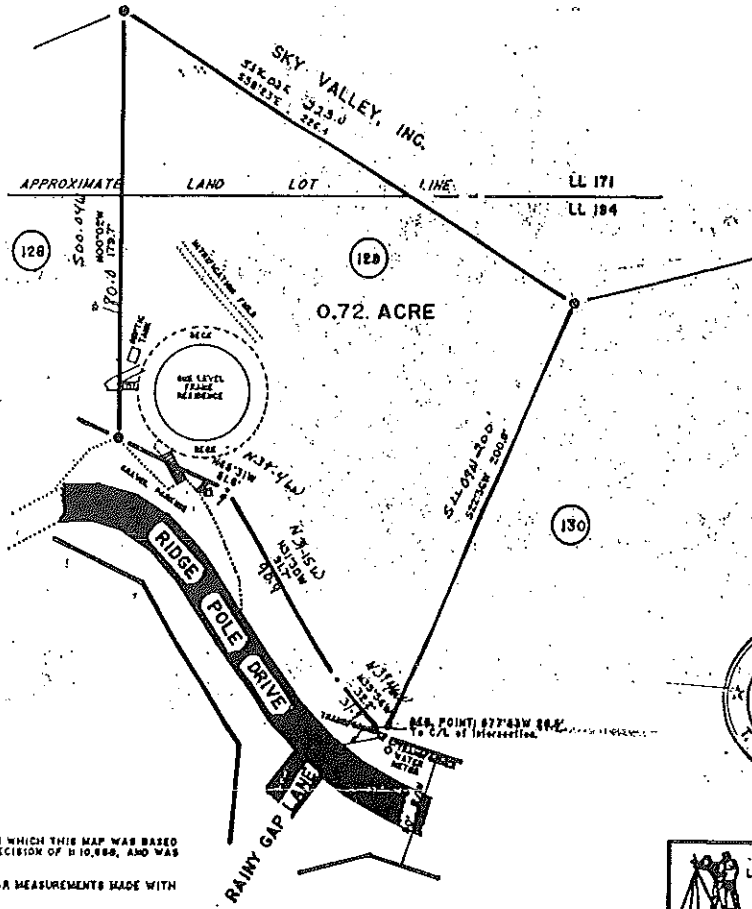


BRECKINRIDGE W. WING & OLIVE L. WING

LOCATED IN LAND LOT NO. 130, LAND DISTRICT IN
 RABUN COUNTY, GEORGIA,
 BEING LOT #129, RIDGE POLE, PART I, SKY VALLEY
 INC. IN THE CITY OF SKY VALLEY.
 DATE: JUNE 11, 1988

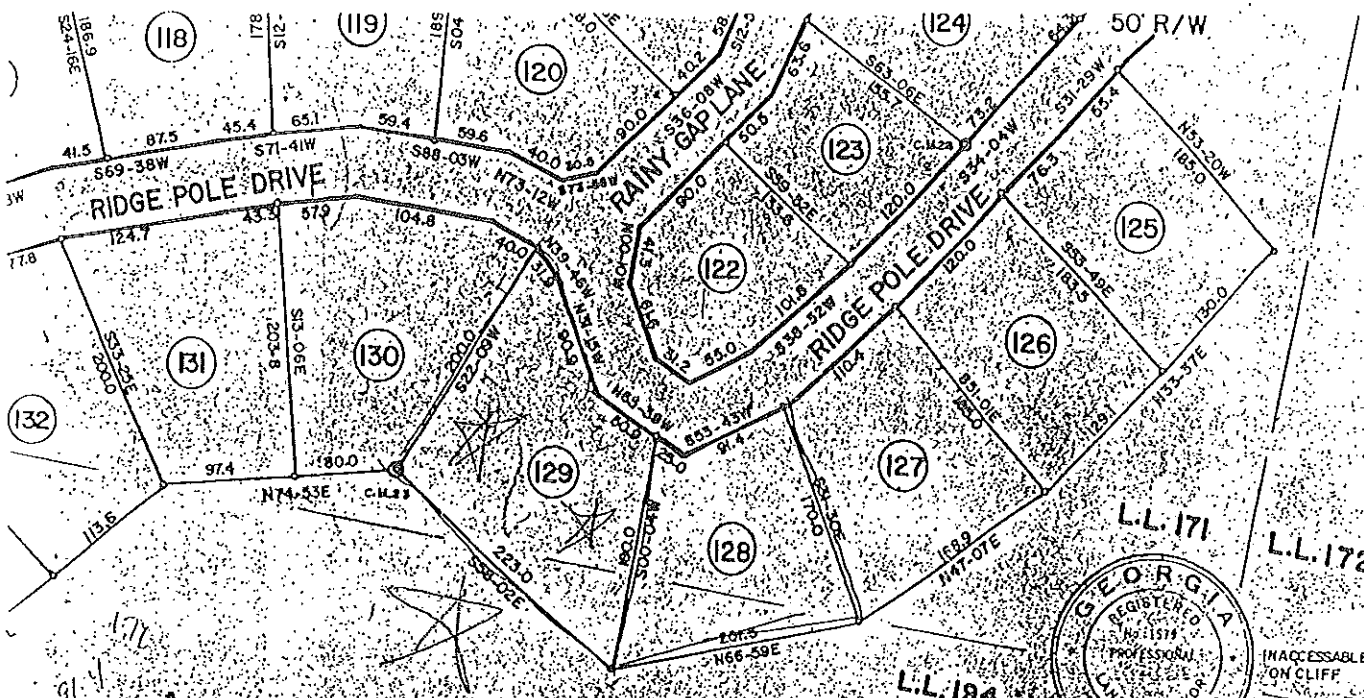
SCALE: 1" = 40'
 0" 20' 4"

- LEGEND**
- - IRON PIN FOUND
 - - IRON PIN SET OR TO BE SET
 - - UTILITY POLE
 - - POWER LINE
 - - TELEPHONE LINE
 - X-X- - WIRE FENCE
 - ▨ - GRAVEL
 - ▨ - PAVED
 - - STREAM
 - C/L - CENTER LINE
 - P/L - PROPERTY LINE
 - L.O.P.U. - LIMITS OF PUBLIC U
 - R/W - RIGHT OF WAY



THE FIELD DATA ON WHICH THIS MAP WAS BASED
 HAS A CLOSURE PRECISION OF 1/10,000, AND WAS
 NOT ADJUSTED.
 ANGULAR AND LINEAR MEASUREMENTS MADE WITH
 TOPCON 67E-39.

LAMAR EDWARDS & ASSOCIATES,
 P. O. BOX 48
 CLAYTON, GEORGIA 30525
 TELEPHONE 404/782-4440



RIDGE POLE

PART I
 LOTS 117-134

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION
 OF THE LAND PLATTED AND HAS BEEN PREPARED IN
 CONFORMITY WITH MINIMUM REQUIREMENTS
 AND STANDARDS OF LAW.

GEORGIA
 REGISTERED
 No. 1519
 PROFESSIONAL
 LAND SURVEYOR
 JAMES A. LONG

SKY VALLEY INC



SKY VALLEY

Sky Valley
② 706-746-2204
est 204

Lot#129 Ridgepole Part 1 (2276 Ridgepole Drive)

Price: \$129,500

Yr. Blt: 1979

Taxes: \$1,127

Style: Octagonal

Bdrms: 2

Baths: 2

Stories: 1

Heating: Central

Air Cond: Central

Fireplace: Yes

GREAT MOUNTAIN VIEW from this Ridgepole home-2 bd/2 baths - great room has lots of windows & a fireplace -offered furnished for \$129,500 DSH-29

Directions:Go to Lodge turn right on Ridgepole Drive-stay on until almost end-last house on right before Hanging Tree Estates #2276.

This information is furnished by the owner or taken from court house records. REALTOR HAS NOT MEASURED THE HOUSE. While the information and figures above are believed to be reliable, the providing broker cannot guarantee their accuracy.

APPLICATION FOR VARIANCE

RECEIVED

City of Sky Valley, Georgia
Planning & Zoning Commission
3444 Highway 246
Sky Valley, GA 30537

MAY 15 2015
City of Sky Valley, GA

A notice shall be placed in a newspaper with general circulation within the territorial boundaries of the local government at least 15 but not more than 45 days prior to the date of the Planning & Zoning Hearing. The notice shall state the time, place, and purpose of the hearing.

A sign containing information required by local ordinance shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the Planning & Zoning public hearing.

Letters by regular mail shall be sent to all adjoining property owners stating all pertinent facts of the variance request using the same time frame as the public notice in the local newspaper.

This variance request application shall be submitted with all required information to the City Clerk by 12:00 PM on Thursday to be published in the following week's edition of the Clayton Tribune. The Planning & Zoning Commission can hold a public hearing on the request no earlier than 15 days following the notice in the newspaper. The Planning & Zoning Commission will then make a recommendation to the City Council to approve or deny the request at the next regularly scheduled council meeting. Regular monthly council meetings are held the fourth Tuesday of the month at 10:00 AM unless otherwise noticed.

Date: 13 May 15

Property address: 123 Ridgerview Lane

Subdivision Name & Part: Tract 1 Northwoods Area
Part 5 City of Sky Valley Lot Number: 195 & 196
(Required if no property address.)

Owner of Property: David Wickersham

Address: 123 Ridgerview Lane

Telephone: 478.552.4539

Name of Applicant: Same

Address: _____

Telephone: _____

If the Owner and Applicant are not the same, signatures of both Owner and Applicant must appear on the application and be dated.

I hereby request that the property described in this application be given a variance as follows:

That a garage structure may be built with one
corner approx 4'0" into the setback & one
corner approx 7'0" into the setback.
Corner #1 7'0" into setback, Corner #2 4'0" into setback
as per survey

SUMMARY OF VARIANCE REQUEST

Give a summary description of your proposed project in the space provided below. This summary should include purpose, type of construction (per Building Code Regulations), square footage, height, and any other pertinent information deemed necessary.

To construct a 2 car garage (22'x22' = 484s.f.)
concrete footings & retaining / foundation wall,
typical frame construction (8' walls) & finish to
match existing home. Approx 60%-70% of the
garage structure would sit on existing driveway.

SITE PLAN

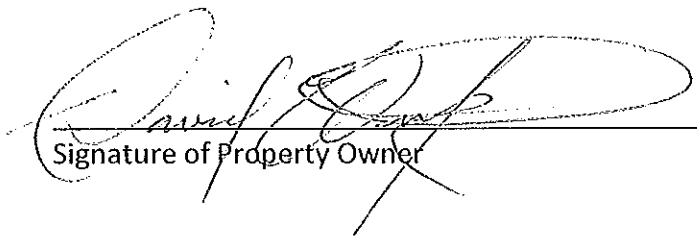
A current Registered Surveyor's site plan that shows the location of all corner pins (flagged), all easement and set-back lines, road right of way width, location of road (paved or gravel) with the right of way, all existing and or proposed buildings of the plan on which the variance is requested.

FEES

The fee for advertising and administrative costs is \$250.00 due at time of application.

AUTHORIZATION TO INSPECT PREMESIS

I hereby authorize the City of Sky Valley City Council and the Planning & Zoning Commission to inspect the premises which are the subject of this variance request.



Signature of Property Owner

13 May 15

Date

Signature of Applicant (if other than Property Owner)

Date

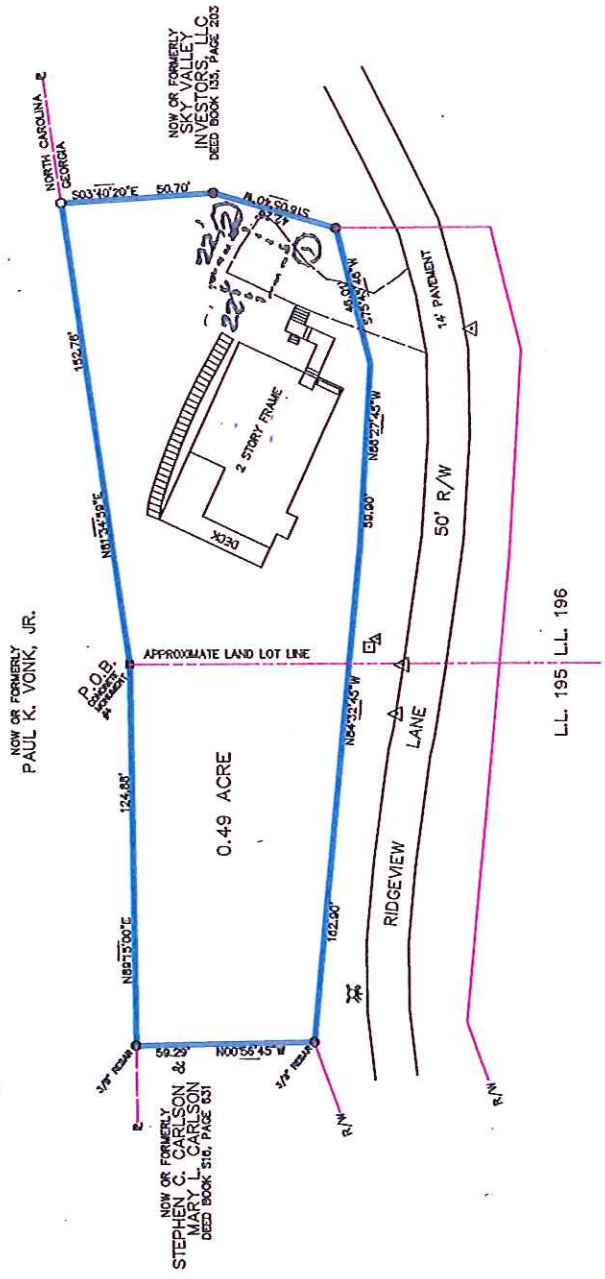
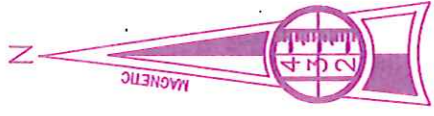
THIS PROPERTY IS NOT LOCATED IN A ZONE
 "A" (AREAS OF 100-YEAR FLOOD) ACCORDING
 TO THE FLOOD INSURANCE RATE MAP BY
 FEMA, EFFECTIVE DATE 12, 1995.
 COMMUNITY PANEL # 130155 0500 B

LEGEND

- POB - POINT OF BEGINNING
- - IRON PIN FOUND (IF)
- - IRON PIN SET (PS)
- - PROPERTY LINE
- R/W - RIGHT OF WAY
- - UTILITY POLE
- - POWER LINE
- - POWER & TELEPHONE
- - LAND LOT LINE
- - LAND LOT
- - CONIC MONUMENT FOUND
- - BUILDING LINE
- - CENTER LINE
- - POINT OF COMMENCEMENT
- - TRANSFORMER
- - FIRE HYDRANT
- - TELEPHONE PEG/STAKE

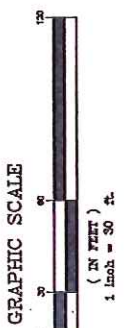
THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY
 WILLIAM F. ROLANDER, RLS 2042, ON OCTOBER 28, 2010 AND
 WILLIAM J. ROLANDER, RLS 3231, ON OCTOBER 28, 2010.
 THIS MEDIUM SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT

THIS PARCEL IS ZONED "S2" ACCORDING TO THE
 OFFICIAL ZONING MAP OF RABUN COUNTY AND FILE
 IN THE OFFICE OF THE ADMINISTRATIVE OFFICER
 OF THE RABUN COUNTY ZONING AUTHORITY ON
 OCTOBER 28, 2010



A TOPCON GTS-3C TOTAL STATION
 WAS USED TO OBTAIN THE LINEAR AND
 ANGULAR MEASUREMENTS USED IN THE
 PREPARATION OF THIS PLAT.
 THE FIELD DATA UPON WHICH THIS MAP
 OR PLAT IS BASED HAS A CLOSURE
 PRECISION OF ONE FOOT IN
 16,748 FEET AND AN ANGULAR ERROR OF
 3.5 SECONDS PER STATION.
 USING THE "LEAST SQUARES" RULE METHOD,
 THIS MAP OR PLAT HAS BEEN CALCULATED
 FOR CLOSURE AND IS FOUND TO BE
 ACCURATE WITHIN ONE FOOT IN
 51,005 FEET.

SURVEY FOR	
DAVID WICKERSHAM	
SCALE: 1" = 30'	0.49 ACRE-TRACT 1
DATE: OCT. 28, 2010	NORTHWOODS AREA, PART 5
	CITY OF SKY VALLEY
	C.C. WR
	DRAWN BY: LOR
	LOCATED IN LAND LOTS 195 & 196, 2ND LAND DISTRICT
	RABUN COUNTY, GEORGIA
PLAT NUMBER	0000000000
BOOK NUMBER	0000000000
COUNTY NUMBER	0000000000
	MOUNTAIN CITY, GEORGIA 30562 (706)746-2625
	10-500



Bin 10140
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374
404-506-2928



July 22, 2015

City of Sky Valley
Attn: Linda Lapeyrouse
3444 Highway 246
Sky Valley, Georgia 30537

RE: Pole Attachment Agreement

Dear Ms. Lapeyrouse:

Attached is the proposed pole attachment agreement between City of Sky Valley and Georgia Power Company.

This template agreement has been discussed, submitted, and verbally accepted by GMA and has been fully accepted by ACCG over the course of several months. The main obstacles to agreement had been the requirements for providing insurance coverage. However the document attached, including the insurance language has been signed off on for allowing cities and counties to attach certain attachments to Georgia Power Company poles. We decided on the course of action taken so that we would not have to negotiate individually with all cities and counties on the terms and conditions of the agreement.

In addition to the agreement we have developed two addendums for special equipment. One is for banners and seasonal decorations. The other is for wireless attachments which quite often require special considerations. Installation of wireless camera installations and Wi-Fi devices would require the execution of the wireless addendum. If the City has any thought of attaching wireless devices, seasonal decorations or banners in the future, please consider signing the addendums to prevent delays in installation.

For all three of the attached documents the following information will be required:

We will need three (3) originals of each signed and returned to me. After we have signed them, I will send the City a fully executed agreement for its records.

For the agreement please ensure that:

1. The contractual name is correct on Pages 1, 10, and 11
2. Notices are directed to the correct location and person on page 8
3. The signature page is completed on page 10
4. The signature page is completed on Page 11 **only if the City wants to be a party to a transfer agreement.** (Please consider this option. We believe it will benefit all parties.)
5. All information requested on Exhibit C on page 14 is provided

For both the banner addendum and the wireless addendum, initially there is no information required other than the proper signatures and approval. The Exhibit A, B, and C information for each of these will be required at the time of application to attach to specific poles.

If I can answer any questions or if you wish to contact me, please feel free to do so by telephone at (404) 506-2928 or by email at jdwilson@southernco.com

Sincerely,



J. Darryll Wilson
Joint Use Coordinator

**Georgia Power Company
Governmental Pole
Attachment
License Agreement**

Between
Georgia Power Company
And
City of Sky Valley

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**GEORGIA POWER COMPANY POLE ATTACHMENT LICENSE
AGREEMENT - GOVERNMENT USE**

THIS POLE ATTACHMENT LICENSE AGREEMENT ("Agreement") is made between **GEORGIA POWER COMPANY** (hereinafter "GPC") and **CITY OF SKY VALLEY**, a municipality of the State of Georgia (hereinafter "Licensee"), and is subject to the following terms and conditions:

1. DEFINITIONS:

A. "Attachments" means all cables, wires, power supply equipment and cameras and all associated hardware and equipment reasonably necessary for the attachment of said cables, wires, power supply equipment and cameras, owned and/or utilized by Licensee that now or in the future occupy any Pole, including any Overlashing, and shall not include access to any duct, conduit or right-of-way owned by GPC, which may in GPC's sole discretion be made available under a separate Master Conduit License Agreement or other appropriate contract.

B. "Effective Date" means the date on which GPC makes written acceptance of Licensee's signed copy of this Agreement.

C. "FCC" means Federal Communications Commission.

D. "ILEC" means an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h).

E. "Inherent Dangers" means the transmission/distribution of electrical energy involves the handling of a natural force that, when uncontrolled, is inherently hazardous to life and property. Due to the nature of any work to be performed, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in performing work on Poles, including but not limited to the following dangers: physically tripping, falling objects from work being performed overhead, working on scaffolding, electric wiring, hot metal surfaces, flash burns from welding, use of heavy equipment (e.g., mobile and stationary cranes and hoists, trucks and other equipment normally used in heavy construction and hauling), and possible hazardous materials, substances and chemicals, including the presence of asbestos, polychlorinated biphenyl (PCB), solvents, lead paint and arsenic.

F. "Inspection" means any inspection to determine if an Attachment or work being performed by Licensee or its contractors thereon is in compliance with Legal Requirements and the terms of this Agreement.

G. "Joint User" means any public utility, governmental body or other entity that owns poles to which GPC has extended or may hereafter extend joint use privileges whereby GPC and such party may affix their equipment to each other's poles.

H. "Legal Requirements" means all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any Federal, state, local or other governmental body, authority or entity with jurisdiction over the subject matter of this Agreement, contract performance or the applicable party (including any judicial or administrative interpretation), that: (1) are: (a) in effect on the Effective Date; or (b)

imposed during the term of this Agreement; and (2) which in any manner affect the subject matter of this Agreement, contract performance or this Agreement, including without limitation the NESC and any other applicable safety codes and regulations.

I. “Make-Ready Project Manager” means Candler Ginn or his successor.

J. “Make-Ready Work” means all work, as reasonably determined by GPC, required to accommodate an Attachment and to comply with Legal Requirements, including but not limited to rearrangements, increasing the load bearing ability of a Pole and/or the transfer or replacement of a Pole and other reasonable requirements of GPC. Make-Ready Work also includes but is not limited to Inspections, engineering, permitting and construction.

K. “NESC” means the National Electrical Safety Code.

L. “NJUNS” means the National Joint Utilities Notification System.

M. “Overlashing” means the tying, draping, twisting, wrapping or otherwise attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

N. “Point of Attachment” means the approved point of attachment for an Attachment, as designated by GPC.

O. “Pole” means a GPC distribution pole.

P. “Pole Attachment Count” means a count of Licensee’s Attachments.

Q. “PSC” means the Georgia Public Service Commission.

R. “RF” means Radio Frequency.

S. “Transmission Facility” means any of GPC’s electric supply lines and support structures operated at or above 69 kilovolts (kV).

2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice. Each license granted hereunder shall continue in effect until the first to occur of the following: (i) Licensee notifies GPC in writing that it is removing the Attachment allowed under such license; (ii) GPC terminates such license pursuant to the terms of this Agreement; or (iii) this Agreement terminates.

3. **LICENSE:**

A. **Application.** Prior to affixing any Attachment, Licensee shall request approval on a form to be provided upon request by the Make-Ready Project Manager. Licensee shall submit reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Attachment, in form prescribed by GPC, such that GPC can ascertain whether Licensee’s

construction plan complies with the requirements set forth in such data and applicable industry standards.

B. Permission. GPC shall approve or deny the application, in its sole discretion, within forty-five (45) days of receipt thereof, and may do so via electronic means, including NJUNS. After approval of an Attachment, GPC will perform Make-Ready Work and issue a conditional permit in accordance with Section 7 hereinbelow. Licensee shall not affix an Attachment until receipt of said permit. Notwithstanding the foregoing, each Attachment in place on the Effective Date that has been approved in writing by GPC is hereby granted a separate license to be governed by this Agreement.

C. Attachment Rate. To the extent permitted by applicable statutes and regulations, GPC hereby waives the right to collect a rental fee for any Attachment approved by GPC pursuant to this Agreement, provided, however, that Licensee shall not change the type or use of such Attachment as approved.

D. Service Drops. Licensee shall not place a service drop unless and until it has received prior written permission from GPC.

E. Removal.

i. Licensee must promptly notify GPC in writing when Licensee removes an Attachment. Licensee will continue to be responsible for any rental fees for removed Attachments until GPC receives written notice of removal.

ii. Upon notice from GPC that it requires use of any Attachment space (which notice shall include an estimate of the costs GPC would incur in expanding capacity necessary to accommodate both the Attachment and GPC's core utility service), Licensee shall, within thirty (30) days of receiving such notice, either remove the Attachment or pay GPC's cost of expanding capacity necessary to accommodate both the Attachment and GPC's core utility service. If Licensee shall fail to do so, GPC shall be permitted to, at its option, either remove the Attachment, or increase capacity to accommodate GPC's core utility service, and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iii. Upon notice from GPC that it is abandoning a Pole, Licensee shall, within thirty (30) days of receiving such notice, remove its Attachments from said Pole. In the event that Licensee fails to do so, GPC shall have the right to remove or cause to be removed any such Attachments and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iv. Licensee shall remove an Attachment no later than thirty (30) days following termination of the applicable license and/or this Agreement. Notwithstanding anything herein to the contrary, Licensee shall remove any unauthorized or unapproved Attachment promptly upon notice from GPC.

4. RESTRICTIONS ON USE:

A. Purpose. Licensee is a governmental entity and will affix Attachments for the sole purpose of internally conducting government business, which shall not include providing

services for a profit. Licensee shall not affix Attachments for the purpose of providing wireless internet service to the public, nor shall Licensee affix any Attachments that would be subject to the mandatory access requirements of 47 U.S.C. § 224(f).

B. Change in Type or Use. Licensee will not make any change to the type or use of its Attachments without prior written approval from GPC.

C. Cameras. Licensee shall limit the use of camera Attachments to lawful crime prevention and investigation. When required by a Legal Requirement, Licensee shall obtain any necessary authority or order from a court with appropriate jurisdiction and provide GPC with a copy of same prior to Licensee's use of any camera.

D. Wireless. Licensee shall not affix any wireless Attachments unless and until it has entered into a separate wireless addendum to this Agreement, the form of which the Make-Ready Project Manager will provide upon request by Licensee; and Licensee shall only affix wireless Attachments in accordance with said addendum.

5. RIGHTS-OF-WAY AND EASEMENTS: GPC does not warrant the extent of its rights-of-way or easements. Licensee shall be responsible for obtaining any real property rights necessary for Attachments on a Pole. If GPC determines that Licensee's use of a Pole is not permitted or is prohibited by the underlying property owner, Licensee shall, upon notice from GPC, promptly remove its Attachments from such Pole.

6. OVERLASHING: Licensee must obtain written approval from GPC prior to Overlashing. Each request for approval must state the intended use of the Overlashing and must include a certification by Licensee that the Overlashing will be in compliance with the NESC and include reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Overlashing, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

7. MAKE-READY WORK:

A. Who May Perform. Only GPC and its contractors are authorized to perform Make-Ready Work, provided, however, that Licensee shall be permitted to rearrange its own existing Attachments. Licensee shall never work on or impact another party's attachments, except where such party has given Licensee written approval to perform such work. All Make-Ready Work shall be performed in accordance with all Legal Requirements.

B. Payment. For an approved Attachment, GPC shall provide Licensee with an engineering survey and the estimated cost of Make-Ready Work within fourteen (14) days of conditional approval of the Licensee's permit. The engineering survey will depict the Point of Attachment. The estimate will remain valid for fourteen (14) days following notification. Upon receipt of Licensee's written acceptance of the estimated cost, GPC will invoice Licensee for the estimated cost. Make-Ready Work will not begin until GPC receives full payment of the estimated cost, which Licensee shall pay to GPC within thirty (30) days of the invoice date. If the actual cost exceeds the estimated cost, GPC will invoice Licensee for the excess cost and Licensee shall pay the excess costs to GPC within thirty (30) days of the invoice date. If the

actual cost is less than the amount tendered, GPC will refund the excess payment amount. The total cost for Make-Ready Work shall include any and all costs incurred by GPC in connection with the Make-Ready Work.

C. **Location.** Attachments must be placed at the Point of Attachment and must not interfere with any other party's equipment on the Pole. The Attachment space for wire Attachments is six (6) inches above and below the Point of Attachment. The Attachment space for wireless Attachments will be determined by GPC by the space occupied by such Attachments. Licensee shall not use a GPC anchor or affix or attempt to affix an Attachment to a Transmission Facility without the express written approval of GPC.

D. **Affixing.** Following completion of Make-Ready Work, GPC will issue a conditional permit to Licensee to affix its Attachment. The Attachment must be affixed and any related construction work completed within one hundred twenty (120) days of permit issuance. Licensee will notify GPC in writing at least three (3) business days prior to starting work on the Attachment and within three (3) business days of completing same. GPC or its contractors will perform an Inspection. In the event that GPC determines that an Attachment or any work thereon fails to comply with any Legal Requirements or the terms of this Agreement, GPC will so notify Licensee and Licensee shall make any necessary repairs or corrections within thirty (30) days thereafter, or immediately if the violation creates a danger to persons or property. GPC or its contractors will then perform further Inspections as necessary until it determines that Licensee is in compliance with all Legal Requirements and the terms of this Agreement.

8. **SAFETY COMPLIANCE:**

A. Licensee shall only use persons to perform work on Poles who are qualified by the education and experience necessary to provide high quality performance of work on Poles and who possess each license, registration, certification or other qualification required by any Legal Requirements to perform any work contemplated by this Agreement to be performed by Licensee or its contractors. Such persons must exercise that degree of skill and care required by the highest level of accepted professional standards with respect to performing work on Poles and shall have been properly trained on the hazards as set forth in 19 C.F.R. § 1910, Subpart S and § 1910.269. Licensee is solely responsible for assuring such persons have the necessary qualifications, expertise and safety training.

B. Before any person has performed any work contemplated by this Agreement by, through or for Licensee on or near any facilities of GPC, Licensee must adequately instruct and warn such person concerning the hazards and Inherent Dangers associated with performing work on Poles, including without limitation the danger inherent in making contact with GPC's electrical conductors and of coming closer to such conductors than is permitted by the NESC or by regulations of the Occupational Safety and Health Administration.

C. Licensee shall ensure that all Attachments and any equipment and work in connection therewith are in compliance with all Legal Requirements, including but not limited to separation and clearance requirements. Licensee shall use its best efforts to correct any safety violations that are the responsibility of Licensee within thirty (30) days of Licensee having

knowledge of same, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery.

9. TRANSFER AND REARRANGMENT:

A. Licensee may authorize GPC to transfer its Attachments when necessary due to a relocation or replacement of a Pole, at Licensee's expense and in accordance with the terms and conditions set forth on Exhibit A attached hereto, incorporated herein by reference and made a part hereof, by executing Exhibit A.

B. In the event that an Attachment must be rearranged or transferred in order to accommodate another party requesting to attach, GPC, its contractors or the party requesting to attach shall be permitted to rearrange or transfer Licensee's Attachment if Licensee has failed to do so within thirty (30) days of notice from Licensor, or such other time period as may be required by applicable Legal Requirements.

10. POLE ATTACHMENT COUNTS: GPC shall not charge Licensee for any Pole Attachment Count for Attachments that are both (a) validly permitted under and in compliance with this Agreement and (b) not subject to the mandatory access requirements of 47 U.S.C. § 224(f).

11. PAST DUE PAYMENTS: In addition to any other right or remedy available to GPC, if Licensee fails to make any payment under this Agreement within thirty (30) days after it becomes due and payable, then Licensee will pay interest thereon at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. GPC will apply all payments to interest first and then to principal in the order in which it has become due. To the extent allowed by Georgia law, Licensee will reimburse GPC for all expenses that GPC incurs in connection with collection of any past due payment, including without limitation legal fees.

12. INSURANCE: Licensee shall procure and maintain insurance to protect it and GPC against claims for damage to property and bodily injury or the death of persons in the amount of \$1,000,000 for damages arising from one occurrence and \$1,000,000 for aggregate claims. Licensee shall also carry insurance sufficient to cover claims under workmen's compensation laws for Licensee's operations within GPC's service area. All such insurance shall be kept in force by Licensee for the life of this Agreement and the company or companies issuing such insurance shall be subject to the reasonable approval of GPC. GPC shall be named an additional insured under Licensee's liability insurance policy and the policy must state that the insurance company is waiving any right of subrogation against GPC. Licensee shall furnish to GPC a certificate showing the issuance of such insurance and the insurance company's agreement that it will not cancel, terminate, or change its policy except after thirty (30) days' prior written notice to GPC. Licensee's failure to maintain insurance coverage as required by this Agreement shall be deemed a material breach and Licensee's rights to affix Attachments shall be suspended until Licensee is in full compliance with the foregoing insurance requirements.

13. RELEASE AND LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY GEORGIA LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT GPC'S

LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON SHALL BE LIMITED SOLELY TO ACTS AND OMISSIONS CAUSED BY GPC'S NEGLIGENCE, AND HEREBY AGREES TO AND RELEASES GPC FROM ANY AND ALL LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON EXCEPT TO THE EXTENT CAUSED BY GPC'S NEGLIGENCE. LICENSEE FURTHER AGREES THAT, TO THE EXTENT ALLOWED BY GEORGIA LAW, GPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND AND THAT ANY CLAIM BROUGHT AGAINST GPC BY A THIRD PARTY ARISING FROM AN ACT OR OMISSION OF LICENSEE SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY LICENSEE ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH POLICY SHALL PROVIDE COVERAGE IN ACCORDANCE WITH, AND NOT LESS THAN, THAT DESCRIBED IN THE TERMS AND CONDITIONS OF THE ACCG-IRMA COVERAGE AGREEMENT EFFECTIVE 1 JULY 2011, AS ENDORSED TO ADD GPC AS AN "ADDITIONAL MEMBER."

14. WARRANTY EXCLUSIONS: GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT OR ANY WORK PERFORMED BY GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS. NO APPROVAL TO AFFIX AN ATTACHMENT SHALL CONSTITUTE A GUARANTEE OR REPRESENTATION THAT ADEQUATE SPACE EXISTS FOR SUCH ATTACHMENT ON ANY POLE AT THAT TIME OR IN THE FUTURE.

15. REPAIR AND OTHER WORK PERFORMED BY GPC: In the event that GPC makes repairs or performs any work, other than transfers and rearrangements pursuant to Section 9(A) and Exhibit A to this agreement, to a Pole on which Licensee has an Attachment, GPC will bill Licensee for the actual costs of any portion of said repairs or other work that directly benefit Licensee, as determined by GPC, and Licensee shall make payment to GPC within thirty (30) days of the date of invoice. In the event GPC determines that any work or repairs (including but not limited to removal of Attachments) are necessary because of a violation by Licensee of this Agreement or because of an attachment by Licensee that is not in compliance with this Agreement, GPC or its contractors shall be entitled to perform such work or repairs. Licensee shall be responsible for the full cost of such work or repairs and shall make payment to GPC within thirty (30) days of the date of invoice for same.

16. NOTICE: All notices regarding the affixing, maintenance or removal of an Attachment shall be sent electronically using NJUNS. All other notices shall be sent by electronic mail, facsimile or in written form delivered either personally or by mail, courier or similar reliable means of dispatch to the following address:

GPC:

Georgia Power Company
Attn: Joint Use Coordinator
241 Ralph McGill Boulevard, N. E.
Bin 10140
Atlanta, GA 30308-3374
Email: jdwilson@southernco.com
Facsimile: 404-506-2925

For permit applications:

Georgia Power Company
Attn: Make-Ready Project Manager
829 Jefferson Street
Atlanta, GA 30318

Licensee:

City of Sky Valley
Attn: Linda Lapeyrouse
3444 Highway 246
Sky Valley, Georgia 30537

17. MARKING OF OVERHEAD CABLES: Licensee shall mark all of its overhead cables attached to Poles in accordance with the marking standards set forth in **Exhibit B** attached hereto, incorporated herein by reference and made a part hereof. In the event that Licensee fails to mark an overhead cable, GPC shall have the right, at Licensee's expense, to mark same.

18. LICENSEE INFORMATION: Licensee must provide the information requested on **Exhibit C** attached hereto, incorporated herein by reference and made a part hereof, on or before the Effective Date. Licensee shall provide GPC with written notice within thirty (30) days of any change to such information.

19. FORCE MAJEURE: Neither GPC nor Licensee shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials including Poles, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of communication services or network poles, failure of an ILEC or third-party utility to act notwithstanding reasonable efforts on the part of GPC or the Licensee or other causes beyond the parties' control.

20. MISCELLANEOUS: Licensee shall comply, and shall require that its contractors comply, at all times with all Legal Requirements. Licensee may not assign this Agreement in whole or in part without the prior written consent of GPC and shall not permit any third party to

overlash or affix any attachments. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation arising from any alleged breach of this Agreement must be brought in an appropriate court in Fulton County, Georgia. Any headings inserted herein are for convenience only, and shall not add to or subtract from the meaning of the contents of any provision herein. This Agreement may only be modified by a writing executed by both parties. Failure by GPC to enforce any term of this Agreement shall not constitute a waiver of future compliance with any such term. If any provision of this Agreement is found to be illegal or otherwise invalid, the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force with respect to: (i) determining either party's failure to perform during the term of the Agreement; (ii) any failure by Licensee to move or remove its Attachments or to comply with applicable safety standards; and (iii) determining Licensee's responsibility regarding Licensee's assumption of ownership of abandoned Poles. This is the entire Agreement between the parties with respect to Attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties concerning the subject matter contained herein.

[SIGNATURES COMMENCE ON NEXT PAGE]

LICENSEE:

Adopted at _____, Georgia this _____ day of _____, _____.

CITY OF SKY VALLEY

By: _____
Mayor
City of Sky Valley

Attest:

Name & Title

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____ (SEAL)
Leslie R. Sibert, Distribution Vice President

Date: _____

EXHIBIT A

TRANSFER OF EQUIPMENT

RECITALS

Pursuant and subject to the foregoing Agreement, Licensee holds a license to affix Attachments. Licensee wants GPC to transfer its Attachments when GPC transfers its own electric distribution facilities during the replacement or relocation of Poles. GPC is willing to transfer such Attachments on the terms and conditions set forth in this Exhibit A. Accordingly, for value received, the parties agree as follows:

TERMS AND CONDITIONS

1. **TRANSFER OF ATTACHMENTS.** If GPC is relocating or replacing a Pole and determines that the transfer of Licensee’s Attachments on such Pole is appropriate, then GPC or its contractors may transfer such Attachments concurrent with the transfer of GPC’s own equipment attached to such Pole. If GPC replaces or relocates a Pole, but does not transfer Licensee’s Attachments, GPC will notify Licensee so as to enable Licensee to make such transfer, and the Agreement will govern the rights and obligations of the parties with respect to such Pole.
2. **FEES.** Licensee will pay GPC, within thirty (30) days of the date of invoice, GPC’s standard fee for any work performed by GPC or its contractors under this Exhibit A as established and amended by GPC from time to time. As of the date indicated below, the standard fee is \$85.00 per Attachment.
3. **GOVERNING AGREEMENT.** In performing their obligations under this Exhibit A, the parties will remain governed by the terms and conditions of the Agreement, including without limitation those provisions relating to limitation of liability.
4. **TERMINATION.** This Exhibit A may be terminated by either party upon written notice to the other party.

Licensee hereby accepts and authorizes GPC or its contractors to transfer its Attachments in accordance with the foregoing terms and conditions.

LICENSEE:

GPC:

CITY OF SKY VALLEY

GEORGIA POWER COMPANY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Leslie R. Sibert
Distribution Vice President
Date: _____

EXHIBIT B

GPC OVERHEAD CABLE MARKING STANDARD

Licensee shall mark all of its Attachments in accordance with the following standards:

NJUNS - CTY - OPTIONAL

NJUNS = NJUNS* Member Code (up to 6 alphanumeric digits)
CTY = County Code from County Rate Chart (3 digit number)
OPTIONAL = Optional space for attachee's internal use (Any length)

Example: **OWNER1 - 033 - Marietta**

NJUNS member code for owner of Attachment is "OWNER1"
County where Attachment is located is Cobb County.
Franchised area where Attachment is located is Marietta.

Requirements:

On installation, Attachments shall be marked on the following Poles:

Every end pole.
Every junction pole.
Every 5th pole.

Multiple Attachments on a Pole must each be marked.

On older lines not marked, Attachments should be marked as Poles are visited.

If Licensee's name changes or if Licensee acquires or sells Attachments, Licensee shall revise the NJUNS website table to reflect the new information as soon as the website table is available.

The marker shall have a life span of at least ten (10) years.

Letter height shall be at least three-quarters of one inch (3/4") tall.

Letters shall be black on an orange background.

The marker shall be legible from the ground.

*NJUNS = National Joint Utilities Notification System (www.njuns.com)

COUNTY CODE CHART

County Code	County	County Code	County	County Code	County
001	APPLING	054	EVANS	107	NEWTON
002	ATKINSON	055	FANNIN	108	OCONEE
003	BACON	056	FAYETTE	109	OGLETHORPE
004	BAKER	057	FLOYD	110	PAULDING
005	BALDWIN	058	FORSYTH	111	PEACH
006	BANKS	059	FRANKLIN	112	PICKENS
007	BARROW	060	FULTON	113	PIERCE
008	BARTOW	061	GILMER	114	PIKE
009	BEN HILL	062	GLASCOCK	115	POLK
010	BERRIEN	063	GLYNN	116	PULASKI
011	BIBB	064	GORDON	117	PUTNAM
012	BLECKLEY	065	GRADY	118	QUITMAN
013	BRANTLEY	066	GREENE	119	RABUN
014	BROOKS	067	GWINNETT	120	RANDOLPH
015	BRYAN	068	HABERSHAM	121	RICHMOND
016	BULLOCH	069	HALL	122	ROCKDALE
017	BURKE	070	HANCOCK	123	SCHLEY
018	BUTTS	071	HARALSON	124	SCREVEN
019	CALHOUN	072	HARRIS	125	SEMINOLE
020	CAMDEN	073	HART	126	SPALDING
021	CANDLER	074	HEARD	127	STEPHENS
022	CARROLL	075	HENRY	128	STEWART
023	CATOOSA	076	HOUSTON	129	SUMTER
024	CHARLTON	077	IRWIN	130	TALBOT
025	CHATHAM	078	JACKSON	131	TALIAFERRO
026	CHATTAAHOOCHEE	079	JASPER	132	TATTNALL
027	CHATTOOGA	080	JEFF DAVIS	133	TAYLOR
028	CHEROKEE	081	JEFFERSON	134	TELFAIR
029	CLARKE	082	JENKINS	135	TERRELL
030	CLAY	083	JOHNSON	136	THOMAS
031	CLAYTON	084	JONES	137	TIFT
032	CLINCH	085	LAMAR	138	TOOMBS
033	COBB	086	LANIER	139	TOWNS
034	COFFEE	087	LAURENS	140	TREUTLEN
035	COLQUITT	088	LEE	141	TROUP
036	COLUMBIA	089	LIBERTY	142	TURNER
037	COOK	090	LINCOLN	143	TWIGGS
038	COWETA	091	LONG	144	UNION
039	CRAWFORD	092	LOWNDES	145	UPSON
040	CRISP	093	LUMPKIN	146	WALKER
041	DADE	094	MACON	147	WALTON
042	DAWSON	095	MADISON	148	WARE
043	DECATUR	096	MARION	149	WARREN
044	DEKALB	097	McDUFFIE	150	WASHINGTON
045	DODGE	098	McINTOSH	151	WAYNE
046	DOOLY	099	MERIWETHER	152	WEBSTER
047	DOUGHERTY	100	MILLER	153	WHEELER
048	DOUGLAS	101	MITCHELL	154	WHITE
049	EARLY	102	MONROE	155	WHITFIELD
050	ECHOLS	103	MONTGOMERY	156	WILCOX
051	EFFINGHAM	104	MORGAN	157	WILKES
052	ELBERT	105	MURRAY	158	WILKINSON
053	EMANUEL	106	MUSCOGEE	159	WORTH

EXHIBIT C
(Provide Information on Additional Pages if Necessary)

Licensee's Attachments will provide the following services to Licensee's customers:

Licensee intends to affix Attachments in the following counties pursuant to this Agreement:

(Note: If Attachments will only be in part of a county, provide the names of roads or streets that most closely constitute a boundary of the service areas.)

Licensee's NJUNS Member Code and contact e-mail address are as follows:

Licensee's applicable FCC and PSC license numbers for service to be provided by its Attachments are as follows:

FCC License Number(s): _____
PSC License Number(s): _____

June 26, 2015

Alyssa Mullins
Tax Commissioner/Deputy Clerk
City of Sky Valley

RE: 557 Alex Mountain Drive

Dear Alyssa,

I would like to thank you and the City Council for the consideration in reducing my recent water bill from \$3,996.22 to \$1,944.99. This is still a very large amount and I would pray that the City Counsel would consider further adjustment under the unique circumstances surrounding this leak.

When we returned to Sky Valley following the winter period we turned on our water (we had drained the system and turned off the water when we were last there in early January) and we never noticed any drop in pressure, we couldn't hear water running as you experience when a water hose is left on and never noticed water leaking from the foundation. I had walked around the total house only a few days earlier, looking for something that had blown off the upper deck.

The leak was discovered when our HVAC service was performed, the water was turned off and we had it fixed within an hour or two.

I have been a homeowner in Sky Valley for 10 years and this is my second home in Sky Valley. I am also one of the founders of the country club and a member of the POA. I pride myself on paying my utility bills and taxes in a timely fashion and have also made many improvements to both homes, which I believe is a benefit to the community as a whole.

Your further consideration would be greatly appreciated.

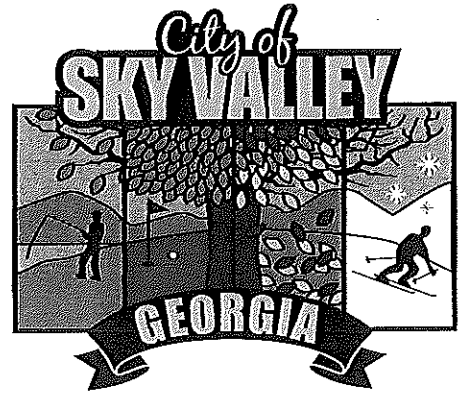
Regards,

RH Turcotte

Ron Turcotte
557 Alex Mountain Drive,
Sky Valley, GA

June 5, 2015

Ronald Turcotte
970 Peachtree Ind Blvd Ste100
Suwanee, Ga. 30024



Dear Mr. Turcotte:

This letter is in reference to your request for adjustment for your May water charges in the amount of \$3996.22 for your residence at 557 Alex Mtn Dr, Sky Valley, Georgia.

According to the recently adopted ordinance, certain criteria would warrant an adjustment.

- (1) A leak occurred in such a location that would not be readily observable to the property owner; and
- (2) The adjustment being requested is on a bill that exceeds three times the average water bill for the twelve (12) billing cycles immediately preceding the billing cycle for which an adjustment is being sought. If the requested adjustment for water usage does not meet this criteria, no adjustment will be considered; and
- (3) The maximum adjustment that may be authorized is 50% of the difference between the billed usage and the average of the 12 immediately preceding monthly billings; and
- (4) Only one request for consideration of a billing adjustment per customer will be considered in any given 5-year period.

According to our calculations, the bill you have requested an adjustment to is usage in the amount of 243,360 gallons. The average water bill for the immediate preceding 12 monthly billings is \$35.41. Three times this amount equates to \$106.23. Your water charge of \$3996.22 would be eligible for adjustment. The amount of your adjustment would deduct \$1944.99 from your original bill of \$4019.22. The total amount due after adjustment including the garbage fee of \$23.00 is \$2074.23.

Any reconsideration of this decision must be made in writing within the next 15 days and must be accompanied by a tender of the adjusted amount subject to refund if the City Council revises the adjusted amount. The request for reconsideration upon being timely presented will be placed on the agenda for the next regularly scheduled meeting of the City of Sky Valley.

Sincerely,

A handwritten signature in cursive script that reads "Alyssa Mullins".

Alyssa Mullins
Water Clerk

236 Mini Ranch Rd.
Sebring, FL 33870
May 15, 2015

Mayor, City of Sky Valley
3444 Highway 246
Sky Valley, GA 30537-2502

Dear Sir or Madam:

In 1991, my husband and I purchased a lot in Sky Valley. Due to his illness and subsequent death, we were unable to build on that lot, but his Trust has been paying City and County taxes consistently for 24 years, thinking a family member might eventually develop the property. (We had the property listed with a realtor for several years during that time, but had no serious offer from a buyer.)

At my advanced age (87) I am trying to get my financial affairs in order and I need to remove this tax liability from my estate.

I would like to donate this property to the City of Sky Valley to be used as you see fit.... perhaps as a public park, a pet play area, whatever use you (and perhaps the neighbors) select. When the deed is transferred to the city, I would no longer have to pay taxes and you would issue a receipt for the **donation** that I could then claim on the Trust's 2015 income tax return. Enclosed is a copy of the most recent Assessment notice, including the property ID Number.

Please consider my offer with the understanding that I want no recognition. I just want to stop paying the real estate taxes and I would like to see the property used to enhance the neighborhood. I would expect City officials/staff to handle the legal work required for a deed transfer and removal of the tax liability now charged to my husband's Trust .

I prefer not to let this corner lot simply "go for delinquent taxes". If you accept this donation the City would avoid the cost of handling the delinquency procedure. I would expect the City to provide the legal work required for transfer of the deed.

I look forward to your response to this offer of a gift to the City of Sky Valley. Thank you and best wishes.

Sincerely,


Ruth E. (Mrs. Frank) Handley

Rabun County
Board of Assessors
19 Jo Dotson Circle, Suite 121
Clayton, GA 30525
706-782-5068

Notice Date: May 1, 2015
This is not a tax bill Do not send payment
Last Date to File Appeal: June 15, 2015
County property records are available online at: www.rabuncounty.ga.gov
Official Tax Matter - 2015 Assessment

*****AUTO**ALL FOR AADC 342 57 200
 HANDLEY FRANK G & RUTH E
 HANDLEY TRUSTEE FOR FRANK HAND
 236 MINI RANCH RD
 SEBRING, FL 33870-9470

Real Assessment

The amount of your ad valorem tax bill for the year shown above will be based on the appraised (100%) and assessed (40%) values specified in this notice. You have the right to appeal these values to the County Board of Tax Assessors. All documents and records used to determine the current value are available upon request. Additional information on the appeal process may be obtained at <https://etax.dor.ga.gov/ptd/adm/taxguide/appeals.aspx>

At the time of filing your appeal you must select one of the following options:

- (1) Appeal to the County Board of Equalization with appeal to the Superior Court (value, uniformity, denial of exemption, taxability)
- (2) To arbitration without an appeal to the Superior Court (valuation is the only grounds that may be appealed to arbitration)
- (3) For a parcel of non-homestead property with a FMV in excess of \$1 million, to a hearing officer with appeal to the Superior Court.

If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at the Tax Assessor's office or online at: <http://dor.georgia.gov/document/property-tax-appeal-assessment-form>

For further information on the proper method of filing an appeal you may contact the county Board of Tax Assessors which is located at 19 Jo Dotson Circle, Suite 121 - Clayton, GA 30525 and which may be contacted by telephone at: 706-782-5068. Your staff contacts are Mike, Bobby or Pam.

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
11389	058A 525	0.00	06		
Property Description	LOT 235 LD 2 LL 170 171 194				
Property Address	0				
Fair Market Value	Returned Value	Previous Year Value	Current Year Value	Other Value	
100% Fair Market Value	0	15,000	15,000	0	
40% Assessed Value	0	6,000	6,000	0	

Reasons for Assessment Notice

ANNUAL NOTICE: NO CHANGE IN RETURN/PREVIOUS VALUE

The estimate of your ad valorem tax bill for the current year is based on the previous year's net millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Previous Millage	Estimated Tax
STATE	0	0	6,000	0.000050	0.30
COUNTY INCORPORATED	0	0	6,000	0.009290	55.74
SCHOOL	0	0	6,000	0.009970	59.82
SKY VALLEY CITY	0	0	6,000	0.014310	85.86

Total Estimated Taxes: \$ 201.72



Handley Property	
Parcel: 058A 525 Acres: 0	
Name: HANDLEY FRANK G & RUTH E	Land Value: \$15,000.00
Site: 0 0	Building Value: \$0.00
Sale: \$0 on 07-2003 Reason=XV Qual=U	Misc Value: \$0.00
HANDLEY TRUSTEE FOR FRANK HAND	Total Value: \$15,000.00
236 MINI RANCH RD	
SEBRING, FL 33870	

The Rabun County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER RABUN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS — THIS IS NOT A SURVEY —

Date printed: 06/03/15 : 09:45:18

RESOLUTION 15 - _____

A RESOLUTION TO SET THE DATE AND FOR THE GENERAL ELECTION, SET CANDIDACY QUALIFYING DATES, AND FEES, SET THE LAST DAY TO REGISTER TO VOTE FOR THE 2013 GENERAL ELECTION, TO APPOINT AN ELECTION SUPERINTENDENT, ELECTION MANAGERS, CHIEF MUNICIPAL REGISTRAR, AND ABSENTEE BALLOT CLERK AND TO SET FORTH THE COMPENSATION THEREOF.

The Council of the City of Sky Valley hereby ordains that the General Election shall be held on November 3, 2015 (21-2-9).

The opening date for announcing candidacy for the General Election is set for August 31, 2015 at 8:30 AM, and the closing date is set for September 4, 2015 at 3:30 PM for any candidate wishing to qualify for the offices of Mayor or City Councilmember. The person receiving the most votes for the office of Mayor will be elected for a two-year term. There being three Councilmembers whose terms expire in 2015, the three candidates receiving the most votes city-wide will be elected for a two-year term.

Any qualified candidate wishing to qualify for any said office should do so within said opening and closing date by signing the Notice of Candidacy at the office of the City Clerk (21-2-132).

The qualifying fee for said offices shall be \$15.00 (21-2-131). A pauper's affidavit may be filed in lieu of paying the qualifying fee.

The last day to register to vote in said election is October 5, 2015 (21-2-244).

The Council of the City of Sky Valley hereby makes the following appointments and sets the compensation for each appointment to be paid from municipal funds:

<u>Appointment</u>	<u>Title</u>	<u>Compensation</u>
Mandi Cantrell	Election Superintendent OCGA 21-2-70.1	Regular pay
Linda Lapeyrouse	Chief Elections Manager OCGA 21-2-90	Regular pay
Alyssa Mullins	Assistant Manager OCGA 21-2-90	Regular pay
TBD after qualifying	Assistant Manager OCGA 21-2-90	\$8.00 per hour for early voting & \$150.00 on Election Day

Mandi Cantrell	Chief Municipal Registrar OCGA 21-2-212	Regular Pay
Alyssa Mullins	Absentee Ballot Clerk OCGA 21-2-380	Regular pay

The City Council grants the election superintendent the authority to appoint any election managers as may be required according to Section 21-2-90 of the Official Code of Georgia Annotated.

Adopted this _____ day of July, 2015.

Approved:

Hughel Goodgame, Mayor

Liz Carr, Council President

Martin Greene, Councilor

Neil Howard, Councilor

Robert Larsen, Councilor

Milner Lively, Councilor

Attested:

Mandi Cantrell, City Clerk