

**ORGANIZATIONAL & REGULAR COUNCIL MEETING  
CITY OF SKY VALLEY, GEORGIA  
JANUARY 17, 2023  
TUESDAY AT 10:00 AM  
696 SKY VALLEY WAY & VIA TELECONFERENCE (ZOOM)**

**AGENDA**

**1. Call to Order**

**2. Invocation**

**ORGANIZATIONAL MEETING**

**3. Swearing in of Newly Elected Officials**

**4. Nomination and Selection of 2023 Council President**

**5. Set 2023 Regular Meeting Dates**

**REGULAR MEETING**

**6. Approval of Minutes**

December 13, 2022 – Council Work Session

December 13, 2022 – Regular Council Meeting

**7. Adoption of Agenda**

**8. City Manager Remarks**

**9. Department Remarks**

**10. Committee Reports**

**NEW BUSINESS**

**11. Ratification of the 2023 Sky Valley/Scaly Mountain Volunteer Fire and Rescue Agreement**

**12. Consider approval of Sky Valley Marketing Committee FY 2023 Budget**

**13. Set Qualifying Fees for 2023 General Election**

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to call 706-746-2204 promptly to allow the City to make reasonable accommodations for those persons.*

14. Consider approval of one (1) ¾ ton crew cab 4WD water truck
15. Consider 2023 Committee Appointments
16. Consider approval of City Manager Contract updates/amendments

#### **OTHER BUSINESS**

##### **17. Public Forum and General Comments**

- *ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, NOT SCHEDULED ON THE AGENDA AS A PUBLIC HEARING, MAY SPEAK TO THE COUNCIL FOR A MAXIMUM OF FIVE MINUTES*
- *THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING*
- *NO FORMAL ACTION CAN BE TAKEN*

##### **18. Adjournment**

**The following is the link to join the meeting:**  
<https://us02web.zoom.us/j/86457963540>

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to call 706-746-2204 promptly to allow the City to make reasonable accommodations for those persons.*

# **OATH OF OFFICE**

I, Tony Allred, do solemnly affirm that I will truly perform the duties of Council Member of the City of Sky Valley and that I will support and defend the Charter thereof as well as the Constitution and Laws of the State of Georgia and of the United States of America.

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Tony Allred

Sworn to and subscribed  
before me this 17th day of  
January 2023.

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Notary Public

# **OATH OF OFFICE**

I, Jim Curtis, do solemnly affirm that I will truly perform the duties of Council Member of the City of Sky Valley and that I will support and defend the Charter thereof as well as the Constitution and Laws of the State of Georgia and of the United States of America.

\_\_\_\_\_  
Jim Curtis

Sworn to and subscribed  
before me this 17th day of  
January 2023.

\_\_\_\_\_  
Notary Public



**2023**

## **Regular Council Meetings**

- **Tuesday, January 17 – Organizational & Regular**
- **Tuesday, February 21**
- **Tuesday, March 21**
- **Tuesday, April 18**
- **Tuesday, May 16**
- **Tuesday, June 20**
- **Tuesday, July 18**
- **Tuesday, August 15**
- **Tuesday, September 19**
- **Tuesday, October 17**
- **Tuesday, November 14**
- **Tuesday, December 12**

**All meetings are at 10:00 AM**

**Proposed Meeting Dates**

**MINUTES OF THE COUNCIL WORK SESSION HELD TUESDAY, DECEMBER 13, 2022, AT 9:00 AM, 696 SKY VALLEY WAY (OLD LODGE) & VIA TELECONFERENCE (ZOOM) CITY OF SKY VALLEY, GEORGIA**

**MEMBERS PRESENT:** Mayor Steil, Councilors Allred, Turner, Curtis, and Darrah

**MEMBERS ABSENT:** Councilor Oliver

**STAFF PRESENT:** City Manager Streetman, City Clerk Fleming, and Lieutenant Baumes

**1. Call to Order**

Hollie called the meeting to order at 9:00 a.m.

**2. Adoption of Agenda**

Councilor Curtis made a motion to adopt the agenda as presented, seconded by Councilor Darrah, unanimously approved.

**3. Discuss Resolution to amend/update the City of Sky Valley Financial Policy**

Mayor Steil asked City Manager Streetman to give the rationale for proposing updating the City's Financial Policy. He stated that the current Financial Policy is almost 20 years old and the spending amounts need to be reconsidered. He gave examples along with recommendations: Department heads authorized spending would go from \$1,000 to \$2,000. City Manager authorization from \$5,000 to \$15,000. Anything over \$15,000 up to \$25,000 would take the Mayor's approval. Anything over \$25,000 would take Council approval. The seal bid process was recommended being updated from \$25,000 to \$100,000. Verbal/written bids would be acceptable under \$100,000.

Discussion over setting the amount to \$75,000 instead of the \$100,000 ensued. The consensus of the Council was to go with the \$100,000 for sealed bid purchases. Any purchases over \$25,000 would go before the Council but raising the limit would help obtain more bids as many vendors dislike the process of sending in sealed bids.

Councilor Curtis asked for some minor changes to be made concerning the wording of the Resolution. He submitted his recommendation and the Council concurred.

City Manager Streetman stated that City Attorney Kidd had reviewed the Resolution and said that it looks sound.

**4. Adjournment**

There being no further business to come before Mayor and Council, Councilor Allred made a motion to adjourn the meeting, seconded by Councilor Darrah, unanimously approved.

The meeting adjourned at 9:36 a.m.

Respectfully submitted:

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Hollie Steil, Mayor

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Karen Fleming, City Clerk

**MINUTES OF THE REGULAR COUNCIL MEETING, HELD TUESDAY DECEMBER 13, 2022, AT 10:00 AM  
696 SKY VALLEY WAY (OLD LODGE) AND VIA TELECONFERENCE (ZOOM) CITY OF SKY VALLEY, GEORGIA**

**MEMBERS PRESENT:** Mayor Steil, Councilors Allred, Turner, Darrah, and Councilor Curtis joined via Zoom

**MEMBERS ABSENT:** Councilor Oliver

**STAFF PRESENT:** City Manager Streetman, City Clerk Fleming, and Lieutenant Baumes

**1. Call to Order**

Mayor Steil called the meeting to order at 10:00 a.m.

**2. Invocation/Pledge of Allegiance**

Councilor Darrah led the Invocation and Pledge of Allegiance

**3. Approval of Minutes**

**November 29, 2022 – Special Called Council Meeting**

Councilor Allred made a motion to approve the minutes as written, seconded by Councilor Allred, unanimously approved.

**4. Adoption of Agenda**

Councilor Turner made a motion to adopt the agenda as presented, seconded by Councilor Darrah, unanimously approved.

**5. Mayoral/Council Remarks**

Mayor Steil thanked Councilor Oliver for filling in as Pro-Tem in her absence at last month's meeting. She welcomed newly elected Councilor Darrah and thanked all that attended Bob Power's funeral and the late Councilor Morley's Dedication.

**6. City Manager Report**

City Manager Streetman gave his report which consisted of: GRMC making progress on the mapping of the water lines. EV stations being considered. PIN an internship training program through Georgia Tech. Financial Report. Holiday Closures. Introduction of Jim Pyburn, the City's new Building Inspector/ Code Enforcer.

**7. Departmental Reports**

Lieutenant Baumes with the Police Department, stated that one of the officer, Casey Brown, was involved in a traffic accident and has taken some time off. The department has hired a part-time officer, Matt Nall, to help fill in as needed.

City Manager Streetman read a report from Jerry Shope, Public Works Director. It stated that additional leaf vacuum will resume – patching an area of Ridgepole today – working on a project at the intersection of Driver, Eagle Circle, and Bald Mtn. – plows are in place on the vehicles as they are getting ready for ice/snow.

**8. Committee Reports**

**Marketing Committee** - Gordon Brand gave an overview: Mike Mays wrote a wonderful article on Sky Valley which went out to thousands. Doug Hollandsworth is working with different golf writers to get even more exposure. The Committee is working on a proposed 2023 Budget to present to the City Council. The photo gallery is being updated.

**Special Projects Committee** – Bruce Turner stated that 2023 FallFest planning is already underway. A road cleanup is scheduled for this Friday, for Hwy 246, starting at 10:00 a.m.



**NEW BUSINESS**

**9. Consider approval of Resolution to update/amend the Sky Valley Financial Policy**

Mayor Steil asked City Manager Streetman to give an overview concerning the need for the updates. He stated that with the suggested updates, it would help speed up processes making the Financial Policy more proactive. He gave examples of the proposed changes.

Mayor Steil asked for a motion to approve the Resolution, after the proposed minor word changes that Councilor Curtis suggested during the Work Session. Councilor Darrah made a motion to approve the Resolution with the changes, seconded by Councilor Allred, unanimously approved.

**10. Consider the appointment of Martin Greene as Sky Valley representative on the Rabun County Water and Sewer Authority Board**

Councilor Darrah made a motion to approve the appointment, seconded by Councilor Turner, unanimously approved.

**OTHER BUSINESS**

**11. Public Forum and General Comments**

Ken Sigler, 79 Evergreen Lane, commented on the increased flow of traffic in the area with the extension being open. He stated that the stop sign at the intersection of Rescue and Evergreen needs to be turned ninety degrees as the intersection is dangerous.

**12. Adjournment**

There being no further business to come before Mayor and Council, Councilor Allred made a motion to adjourn the meeting, seconded by Councilor Darrah, unanimously approved.

The meeting adjourned at 10:40 a.m.

Respectfully submitted:

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Hollie Steil, Mayor

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Karen Fleming, City Clerk

## **AGREEMENT**

**State of Georgia  
County of Rabun**

**Whereas**, the CITY OF SKY VALLEY, hereinafter referred to as First Party, is a municipal corporation in said State and County, chartered by the General Assembly of Georgia, and

**Whereas**, the SKY VALLEY-SCALY MOUNTAIN VOLUNTEER FIRE & RESCUE DEPARTMENT, INC., hereinafter referred to as Second Party, is a corporation with an office and place of business located in said County, and

**Whereas**, the parties desire to enter into this Agreement for certain services to be performed for the benefit of First Party by Second Party,

**Now, therefore, and in consideration of the mutual promises herein set forth and the payment by First Party to Second Party of the sum herein specified, it is mutually agreed as follows:**

### **I. TERM OF AGREEMENT**

This Agreement shall be effective when signed by both parties and shall continue in full force and effect until December 31, 2023. It may be renewed by the parties thereafter from year to year by a letter of intent to renew signed by both parties and attached hereto which shall specify any modifications hereof.

### **II. DESCRIPTION OF SERVICES**

Second Party shall provided fire fighting and rescue services in the same manner and to the same extent as it has in previous years for dwelling houses and other buildings and surrounding and adjacent areas located within the City of Sky Valley.

### **III. AFFILIATION**

Second Party is an Independent Contractor as to First Party and is not an agent or employee. The time and manner of performance shall be within the sole and exclusive discretion of Second Party taking into consideration the nature of the duties and obligations of Second Party as a fire and rescue service. First Party shall have no control over the same but Second Party shall cooperate with the Sky Valley Police Department and City Government and its employees in carrying out its duties and obligations.

### **IV. COMPENSATION FOR SERVICES**

First Party will financially contribute to Second Party for its services in the first, second, third and fourth quarters of the year 2023 in the amount of \$29,209.35 per quarter for a total of \$116,837.43 for the year. This constitutes one and one half mils of the Net Digest Value of real property within the City (at 40% valuation) for calendar year/tax year 2022. First Party shall mail

payment by check to Second Party at P O Box 278, Scaly Mountain, NC 28775 in a timely manner each quarter so as to be received by Second Party not later than the last day of the second month of each quarter, i.e. 28 February; 31 May; 31 August and 30 November.

V. SPECIAL CONDITIONS

The following Special Conditions shall apply:

(A) This Agreement is made in Rabun County, Georgia, and the law of Georgia shall govern the legal construction and interpretation of its provisions and the rights and remedies of the parties.

(B) The provisions hereof constitute the entire Agreement of the Parties and no oral agreement, promises or inducements made by either Party shall bind the other unless reduced to writing and incorporated herein.

(C) This Agreement may not be modified except in writing executed by both parties.

WITNESS THE HAND AND SEAL OF EACH PARTY THE DATE SET OPPOSITE EACH SIGNATURE.

The City of Sky Valley, Georgia, First Party

By: Hollie Steil  
Hollie Steil, Mayor

Date: Jan 4, 2023  
(Affix City Seal)

Attested: Karen Fleming  
Karen Fleming, City Clerk

Sky Valley-Scaly Mountain Volunteer Fire & Rescue Department, Inc., Second Party

By: Paul D Wheeler  
Paul D Wheeler  
Chairman of the Board

Date: 10/24/22  
(Affix Corporate Seal)

Attested: Ken Sigler  
Ken Sigler, Chief

December 29, 2022  
 Sky Valley Marketing Sub Committee Meeting  
 2023 Budget Worksheet Draft for 12 months

	2021	2022	2023
CARRY OVER FUNDS BUDGETED	\$4,237.45	\$2,724,93	\$3,000

Note 2022 reflects payment of Lawson Media, \$3,750, check written but not sent. No other 2021 expense carry over. No 2022 expense carry over.

MONETARY CONTRIBUTIONS

City of Sky Valley Budgeted 2023 Committed	\$3,000	\$15,015	\$5,000
POA	\$15,000	\$5,000	\$5,000
Club	\$5,000	\$5,000	\$5,000
<b>Total</b>	<b>\$23,000</b>	<b>\$25,015</b>	<b>\$15,000</b>

Checking account 2022 estimated carry over balance			\$7,000
Subtotal contributions and carry over balance			\$22,000
Less 2023 carry over funds to take into 2024			\$3,000
Funds available for 2023 marketing expenses			\$19,000

EXPENSES

Communications			
Golf Life	\$9,000	\$9,000	\$9,000
Regions Bank Go Daddy	\$138.80		
Sub Total Communications	\$9,138.80	\$9,000	<b>\$9,000</b>

Advertising			
Travcom Visitor Map Guide	\$550		
Mountain Lake Publishing Vacation Guide 3 ed	\$1,350	\$1,455	\$1,500
Clayton Tribune Mt. Traveler Magazine 2 ed	\$1,190	\$1,190	\$1,190
Subtotal Advertising	\$3,090	\$2,645	<b>\$2,690</b>

Professions Services			
Steve Dinberg Photography	\$8,276.14	\$8,000	
Incidental, travel exp.			
Other photography, music			\$1,250
Subtotal Professional Services	\$8,276.14	\$8,000	<b>\$1,250</b>

General Supplies & Materials			
Cost of goodie bags	\$178.03	\$180.50	\$300
Hay bale material	\$88.89	\$239.55	\$300
Visitor center			\$1,360
Subtotal General Supplies & Materials	\$266.92	\$420.05	<b>\$1,960</b>
Sky Valley Promotions			
Fall Fest T Shirt donation		\$300	\$350
Golf tournaments		\$1,250	\$1,250
Meal and housing cost for media visit to SV			\$1,500
Subtotal Sky Valley Promotions		\$1,520	<b>\$3,100</b>
Miscellaneous			<b>\$1,000</b>
Add Lawson Media, web update, check written, sent 2022.	\$3,750		
<b>Total expenses</b>	\$24,521.66	\$21,615.05	<b>\$19,000</b>
Funds available after expenses			\$0

## MEMORANDUM

**TO:** Mayor and Council  
**FROM:** Karen Fleming  
**DATE:** January 17, 2023  
**SUBJECT:** 2023 Qualifying Fees

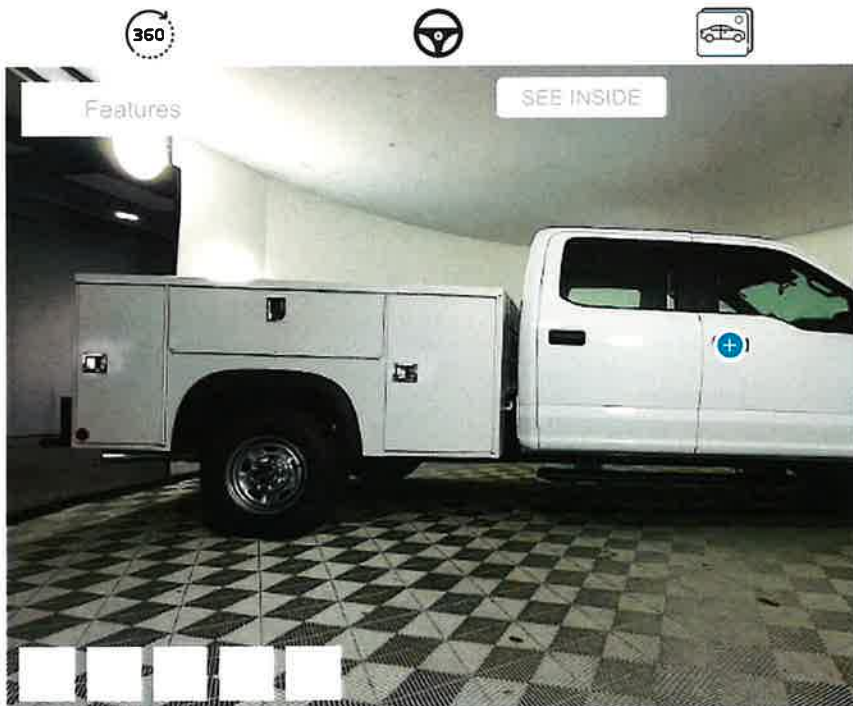
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Pursuant to O.C.G.A. § 21-2-132(c)(3) & SB 199, the qualifying fee for the offices of Mayor and three Council Member seats to be filled in the November 7, 2023, City of Sky Valley General Election, is set at \$15.00. Such fees shall be paid to the Rabun County Board of Elections and Registrations by any candidate seeking to have his or her name placed on the November 7, 2023, General Election ballot. A pauper's affidavit may be filed in lieu of paying the qualifying fee.

Qualifying for the offices listed above will begin at 9:00 A.M. on Monday, August 21<sup>st</sup> and will end at 5:00 P.M. on Friday, August 25<sup>th</sup>. There being Mayor and three Council Members whose terms shall expire in 2023, qualifying will be to fill these four seats. Should less than four candidates qualify for the office of Council Member, qualifying will reopen on Monday, August 28<sup>th</sup> at 9:00 A.M. and end at 5:00 P.M. on Tuesday, August 29<sup>th</sup>.



All remaining 2021 Ford Models on Sale! [Click here for more details.](https://www.jimellisford.com/promotions/new/index.htm)  
(<https://www.jimellisford.com/promotions/new/index.htm>)



**Jessica**  
Jim Ellis Ford Sandy Springs

I'm online! How can I help you with the F-250? 😊

Type your message



New 2022 Ford

# F-250SD XL READING 12FT UTILITY BODY Truck Crew Cab 6.2L V8 EFI SOHC 16V Flex Fuel



Ready to Trade In or Sell Your Car?  
Get a Kelley Blue Book Instant Cash Offer in minutes.

GET MY OFFER

(https://www.kbb.com/instant-cash-offer/W/72938391/43A6F9B8-DB6C-48CO-A360-F658B2176E3E?gaid=GA1.2.1357056124.1673028887&ClientID=GA1.1.1282903240.1673028887)

## VEHICLE RECORDS™

CLICK FILE TO VIEW

What is iPacket?

Original MSRP / Option...

Warranty

Vehicle Brochure

About Us

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powered by iP

Exterior Color

Oxford White

Interior Color

Medium Earth Gray

Body/Seating

Truck Crew Cab/6 seats

Transmission  
6-Speed Automatic

Drivetrain

4WD

Engine

6.2L V8 EFI SOHC 16V Flex Fuel

VIN

1FD7W2B65NEG06927

Stock Number

F11479

## Detailed Pricing

MSRP<sup>1</sup> \$52,500

Jim Ellis Custom Options \$13,995

Jim Ellis Price **\$66,495**

Jim Ellis Price Detailed Pricing **\$66,495**

Sample Payment<sup>2</sup>: **\$1,182/mo**

60 Months @ 6.9% A.P.R.  
(estimated financing rate) \$6,650  
Down Payment

We're here to help  
**770-874-0406**

Jessica

Jim Ellis Ford Sandy Springs

I'm online! How can I help you with the F-250?

Type your message

SMS





JIM ELLIS CHEVROLET

# New 2023 Chevrolet Silverado 2500 HD WT

VIN: 1GB1YLE75PF111708  
Stock: T23015



JIM ELLIS CHEVROLET

Jim Ellis Chevrolet

5900 Peachtree Blvd  
Chamblee, GA 30341  
(678) 585-2314

Exterior: Summit White  
Interior: Jet Black, Vinyl seat trim  
Engine: 6.6L V8 Gas engine

Drivetrain: Four Wheel Drive  
Transmission: Automatic

## Vehicle Details:

- Side BedStep
  - Black textured step pads help provide secure footing
  - Integrated on forward portion of outer bed on driver and passenger side to provide ease of access to forward portion of the bed
- Cab-mounted cargo area lamps
  - With switch in switch bank left of the steering wheel
  - Illuminates the cargo bed area
- Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)
- Black outside power-adjustable vertical trailing mirrors
  - Lower convex mirrors
  - Heated upper glass
  - Integrated turn signal indicators
  - Manual folding/extending
  - Extends 3.31-inches
  - May require additional optional equipment
- 17" LT265/70R17E all-terrain, blackwall spare tire
  - May require additional optional equipment
- Rear air vents
  - Provides cabin comfort for rear occupants
- Power door locks
  - Programmable
  - Allows you to lock and unlock doors easily whether it's from the driver or front passenger seat or from outside using the key fob (when equipped)
- Instrumentation
- Cargo tie-downs
  - 12-fixed rated at 500 lbs. per corner
- Black door handles
- Halogen reflector headlamps
  - Includes automatic exterior lamp control
- Black beltline moldings
- Tailgate and bed rail protection caps
- Incandescent taillamps with stop and reverse lights
- 17" LT245/75R17E all-season, blackwall spare tire
  - May require additional optional equipment
- 17" steel painted Silver wheels
- Wheels, 17" (43.2 cm) painted steel, Silver (STD)
- Deep-tinted glass
  - Provides added protection from sun and glare
- 17" LT265/70R17E all-terrain, blackwall tires
  - May require additional optional equipment
- Chrome front bumper
  - May require additional optional equipment
- Front license plate bracket
  - Front bracket is included if displaying a front license plate is required in your state
- Single-zone climate control
  - Maintains a selected temperature
  - Manual
- Assist handles
  - Front A-pillar mounted for Driver and Passenger
  - Rear B-pillar mounted
- 3.5" diagonal monochromatic Driver Information Center
- Outside temperature display
  - Located in infotainment display
- Rubberized vinyl floor covering
  - Provides good traction and convenient cleanup
- Inside rearview manual day/night mirror

- Teen Driver
  - This configurable feature lets you activate customizable vehicle settings associated with a key fob to help encourage better driving behavior<sup>1</sup>
  - It can limit certain vehicle features, and automatically turns on certain safety systems if vehicle is equipped
  - An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System
  - Monitors the pressure in each tire and alerts you if there is a low-pressure condition in one or more of the tires<sup>1</sup>
  - Includes Tire Fill Alert<sup>1</sup>
- OnStar® & Chevrolet Connected Services capable
  - Terms and limitations apply. See [onstar.com](https://onstar.com) or dealer for details.
  - May require additional optional equipment

**MSRP \$51,128**  
**Utility Body +\$13,995**  
**Customer Cash -\$500**

**Incentive ID: 23-40ACA-0 | Expiration: 2023-01-31 | Amount: \$500 | Disclaimer: Not available with special financing, lease and some other offers. Must take new retail delivery by 01/31/2023.**  
**Price \$64,623**

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**Disclaimer:**

Every effort is made to ensure the vehicle specifications, pricing, mileage and incentives are correct. Sometimes we make mistakes, sometimes values take 24 – 48 hours to update across all venues. Jim Ellis is not responsible for errors, omissions or timeliness of the information.

# NEW 2022 RAM 2500 TRADESMAN

Lawrenceville  
719 Duluth Highway 120 | Lawrenceville, GA 30046  
470-330-8842



## Vehicle Details

Trim:	Tradesman
Stock #:	L239247
VIN:	3C6UR5HJ8NG380037
Exterior Color:	Bright White Clearcoat
Interior Color:	Diesel Gray/Black
Mileage:	11
Doors:	4
Engine:	6.4L V8
Transmission:	8-Speed Automatic
Drivetrain:	4WD

MSRP \$67,934

Sale Price \$67,929

Pricing includes all Factory Rebates, incentives, and Dealer Discount. Financing incentives are attached to Dealer approved lenders, plus TAVT, tag, title, and Georgia Lemon Law fees. Must print ad and present ad at time of sale to receive quoted price.

## Description

Must print ad and present ad at time of sale to receive quoted price.

Factory MSRP: \$68,929 \$1,000 off MSRP! 2022 Ram 2500 Tradesman 4WD 8-Speed Automatic 6.4L V8 Bright White Clearcoat

## Warranty Information

Corrosion Perforation - All Panels	Unlimited miles
Corrosion Perforation - Outer Panels	Unlimited miles
Diesel Engine Transferable Powertrain	100,000 miles
New Car Basic Warranty	36,000 miles
Roadside Assistance	36,000 miles
Transferable Powertrain	60,000 miles

## Awards & Accolades

## 2023 Proposed Sky Valley Committee Members

### Landscaping Committee:

**Debbie Dalhouse Curtis – Chairman**

**Cheryl Beckert**

**Sara Mac Germano**

**Debbie McAfee**

**Glen McLendon**

### Mayoral Advisory Committee

**Bill Oliver – Chairman**

**Tim Darrah**

**Dan McAfee**

**David Spears**

**Martin Greene**

### Special Projects Committee

**Bruce Turner – Chairman**

**Tony Allred**

**Ken Walton**

**Jim Rhodes**

**Grace Guess**

**Lou MacNaughton**

**Ken Sigler**

### Marketing Committee

**Gordon Brand – Chairman**

**Jim Curtis – Council Rep**

**Paul Evans – SVPOA Rep**

**Bruce Gant – SVPOA Rep**

**Roberta Walton – SV Country Club Rep**

**Harry Collins – SV Country Club Rep**

STATE OF GEORGIA

COUNTY OF RABUN

**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT CONTRACT (“Agreement”) **amendment** is made and entered into as of the \_\_\_\_ day of ~~February 2021~~ **January 2023**, by and between the CITY OF SKY VALLEY, GEORGIA, hereinafter referred to as “City” and JASON STREETMAN, hereinafter referred to as “Employee.”

WITNESSETH

WHEREAS, the City wishes to **continue to** employ the services of Employee as City Manager of the City of Sky Valley, Georgia, in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the Employee wishes to accept employment with the City as City Manager in accordance with the terms and conditions in this Agreement;

NOW THEREFORE, in consideration of the payments, covenants, and mutual promises contained herein, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Employee agree as follows:

-1-

EMPLOYMENT OF EMPLOYEE

City hereby employs the Employee and Employee accepts employment as an employee for the purposes of rendering services to City as the “City Manager” in accordance with the terms of this Agreement. Employee’s term of employment ~~shall begin~~ **began** on February 22, 2021 (referred to hereafter as the “Effective Date”) and **this amended contract** shall be for a

term of three years **from the amended contact date**, subject to the termination, modification, and renewal provisions set forth in this Agreement.

-2-

### DUTIES

Employee shall perform the functions and duties of the City Manager as specified in the City's Charter and Ordinances. In addition, as "City Manager," Employee shall specifically provide such advice, analysis, and service as shall be requested by the Mayor and City Council. Employee shall devote all of his productive time, ability and attention to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance. The parties recognize that Employee will be required to contribute a great deal of time outside of normal business hours to his employment. Accordingly, Employee shall be allowed to establish an appropriate work schedule so long as all job duties are met. Employee shall not, directly or indirectly, render any services of a business, commercial or professional nature to any other person or entity, whether for compensation or otherwise, without the prior written consent of the City, which consent may be granted or withheld in the City's sole and absolute discretion. Employee shall perform his duties as "City Manager" at City's offices (or at other locations as the requirements of the duties require) and necessary supplies, facilities and equipment will be supplied by the City.

-3-

### COMPENSATION AND BENEFITS

A) For all services described herein, City shall pay Employee an annual base salary ("Base Salary") as determined by the City Council during the yearly budget process, but in no case shall the Base Salary be less than **approved by the City Council \$65,000.00** per year, to be

paid in such manner and at such time as other employees of the City are paid. **In lieu of use of a city take-home vehicle, employee shall receive a vehicle allowance of \$400.00 per month for the use of employees personal vehicle for routine city business.**

B) Employee and his dependents shall receive the same health, dental, and life insurance benefits provided to other full-time employees of the City. In the event no such benefits exist for other employees, the City shall provide health, dental, and life insurance benefits for Employee and his dependents at a level comparable to the policies as they exist in **2021-2023.**

C) Employee shall accrue vacation leave in ~~a the same~~ manner as all other City employees, pursuant to personnel policies adopted by the City. But in no case shall the annual vacation time be less than ~~two~~ **three (3)** weeks per year. **As amended herein, employee shall accrue annual vacation leave of no less than four (4) weeks per year beginning one year from this contract amended effective date.** Accumulated but unused vacation leave, up to 280 hours, may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies.

D) Employee shall accrue sick leave up to eight (8) days per year. ~~in the same manner as all other full time City employees, pursuant to personnel policies adopted by the City.~~ Accumulated but unused sick leave may be carried forward to the next year during the term of this Agreement to the extent and in the manner provided for in City's personnel policies. In the event the Employee is eligible for accrued vacation and sick/ personal leave at the time of Employee's departure from employment with the City, the Employee shall receive such accrued leave up to the date of departure as severance.

E) Employee shall be entitled to participate in a City-sponsored retirement plan in the same manner as other employees.

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GENERAL BUSINESS EXPENSES

A) City agrees to budget each year an amount to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

B) City agrees to budget each year an amount to be used for the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee, and to pursue necessary official functions for the City, including but not limited to national, regional, state and local groups and committees for the Employee's professional development and for the good of the City.

C) City recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and the City agrees to reimburse or to pay for these general expenses in accordance with the City's travel policy.

D) City acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the City shall budget each year for these activities.



ANNUAL PERFORMANCE REVIEW

The parties shall make good faith efforts to establish annual performance goals for the Employee within thirty (30) days of the Effective Date of this Agreement for the remainder of the year ~~2021~~ **2023**, and no later than the first 30 days of every calendar year thereafter that this Agreement is in effect. Employee's performance shall be reviewed annually by the Mayor and City Council, commencing in 2021, not later than November 15<sup>th</sup> of each year that this Agreement is in effect. The City shall provide the Employee with at least **ten** (10) days verbal or written notice prior to conducting the annual performance review. Any performance review shall be conducted in accordance with the criteria developed jointly between the City and the Employee.

TERMINATION

For the purpose of this Agreement, termination shall occur:

- A) As provided by the Charter.
- B) If the City, citizens, or Legislature acts to amend any provisions of the City Charter of Sky Valley Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's positions that substantially changes the form of government, the City and/or Employee shall have the right to declare that such amendments constitute termination.
- C) If the City reduces the base salary, compensation, or any other financial benefit of the Employee below the amount listed in Section 3A of this Agreement, such an action constitutes a breach of this Agreement and will be regarded as a termination.

D) If either party asserts or believes there to be a breach of contract other than as specifically described and enumerated in this section, written notice of said breach must be given and each party shall have thirty **(30)** days to cure any such breach.

E) In the event Employee is terminated because of a conviction of any illegal act or because of a refusal or inability to carry out legal policies and procedures established by the City, or for other cause then, in that event, the City shall have no obligation to pay severance sums designated in the Agreement. For purposes of this Agreement, the term “cause” includes: (i) conduct by the Employee that amounts to fraud, dishonestly, gross negligence or willful misconduct in the performance of the Employee’s duties hereunder; (ii) failure by the Employee to perform the Employee’s duties hereunder in the manner and to the extent required under this Agreement; (iii) a determination by the City that the Employee has violated the City’s Code of Ethics or other personnel policies; (iv) the conviction of the Employee of a felony or a crime of moral turpitude, and (v) breach by the Employee of any other obligation owed by the Employee to the Employer.

G) In the event there is disagreement as to whether termination is for “cause” or whether the Employee is entitled to severance pay as provided herein, the parties hereby agree to submit their claims to mediation prior to initiating legal action to enforce the terms of this Agreement as provided by Georgia law.

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#### SEVERANCE

If Employee is terminated without cause during the term of this Agreement, then the City shall provide a minimum severance pay to Employee, which will constitute current benefits and pay equal to ~~2 (two)~~ **4 (four)** months (~~60~~ **120** calendar days). The severance shall be paid in a

lump sum, unless otherwise agreed to by Employee and City to also include accrued personal leave detailed in Section 3D.

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#### RESIGNATION

In the event the Employee wishes to voluntarily to resign his position with the City, he must do so in writing at least thirty (30) days' prior to leaving the position, unless the parties agree otherwise in writing. In case of voluntary resignation, Employee shall have no severance payment of any type beyond accrued vacation and sick leave. **In the event the employee involuntarily resigns at the request of the mayor and/or council, and in lieu of termination without cause, the city shall provide severance as detailed in Sec. 7 of this agreement.**

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#### RENEWAL OR MODIFICATION OF AGREEMENT

If no notice under Section 1 of this Agreement is given by the City to the Employee, this Agreement shall automatically renew for a new term of 3 years with the same stipulations and agreements as ~~originally stated~~ **amended herein** including renewal.

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#### INDEMNIFICATION

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claims or demand any other legal action (excluding any claim based on an intentional act) arising out of an alleged act or omission occurring in the performance of

Employee's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

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BONDING

The City shall bear full cost of any fidelity or other bonds required of the Employee under any law or ordinance if applicable.

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OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the City Charter or Code of Ordinance of Sky Valley or any other law. Except as otherwise provide in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other employees of the Employer as provide in the Charter, Personnel Handbook, or by practice.

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NOTICES

Any notices to be given under this Agreement by either party to the other may be affected either by personal delivery in writing or by registered or certified mail with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in this paragraph, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally shall be deemed received as of the

actual receipt; mailed notices shall be deemed received as of three days after mailing. Each party has a duty to notify the other party of any change of address within five days of such a change.

NOTICE ADDRESSES:

City of Sky Valley  
Attention: City Clerk

3444 Hwy. 246  
Sky Valley, GA 30537

Mr. Jason Streetman  
220 Bell Colony Rd.  
Dillard, GA, 30537

City shall provide thirty 30 days' written notice of any decision by the City to renew, to negotiate, or to not renew the Agreement, prior to the expiration of this Agreement. Employee shall provide thirty 30 days' written notice prior to leaving the position of City Manager.

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MISCELLANEOUS

A) Assignment

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by Employee without the prior written consent of City.

B) Successors and Assigns

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

C) Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fee in addition to any

other relief that may be available. The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

D) Governing Law

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia and that Rabun County is the exclusive venue for the resolution of any dispute under the terms and conditions of this Agreement.

E) Amendment

This Agreement may be amended by the mutual agreement of the contracting parties in writing to be attached to and incorporated into this Agreement.

F) Legal Construction

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

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ENTIRE AGREEMENT

This Agreement supersedes any and all prior negotiations or agreements between the parties and represents the entire agreement between the parties with respect to Employee's employment with the City. The parties hereby acknowledge and agree that there have been no

offers or inducements which have led to the execution of this Agreement other than as stated herein. The Employee represents and warrants that he has fully read this Agreement, understands same, and enters into it freely.

**SO AGREED:**

**CITY OF SKY VALLEY, GEORGIA**

**EMPLOYEE**

\_\_\_\_\_  
Hollie Steil, Mayor

\_\_\_\_\_  
Jason Streetman, City Manager

Attest:

Approved as to Form:

\_\_\_\_\_  
Karen Fleming, City Clerk

\_\_\_\_\_  
Douglas Kidd, City Attorney