

**CITY OF SKY VALLEY
REGULAR COUNCIL MEETING
TUESDAY, JULY 16, 2024
AT 10:00 AM
3608 HWY 246 (CITY HALL) & VIA TELECONFERENCE (ZOOM)
SKY VALLEY, GEORGIA**

AGENDA

- 1. Call to Order**
- 2. Invocation/Pledge of Allegiance**
- 3. Approval of Minutes**
June 26, 2024 - Council Work Session Meeting at 8:30 a.m.
June 26, 2024 – Special Called Council Meeting at 10:00 a.m.
- 4. Adoption of Agenda**
- 5. Mayoral/Council Remarks**
- 6. City Manager Report**
- 7. Departmental Reports**
- 8. Committee Reports**

NEW BUSINESS

- 9. Consider appointment of Jack Brandon as Country Club representative to the Sky Valley Marketing Committee**
- 10. Consider approval of Resolution to select and approve the services of a professional engineering firm as required by the GEFA Septic to Sewers Grant**
- 11. Consider approval of IGA (Intergovernmental Agreement) with Rabun County and all other municipalities within Rabun County for a \$25 million SPLOST (Special Purpose Local Option Sales Tax) agreement, a November 2024 voter referendum**
- 12. Executive Session**

OTHER BUSINESS

- 15. 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
- 16. Adjournment**

You may join the meeting at:

<https://us02web.zoom.us/j/87607461637>

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.

**MINUTES OF THE CITY OF SKY VALLEY COUNCIL WORK SESSION ON JUNE 26, 2024 AT 8:30 A.M., HELD AT 3608 HWY. 246 (CITY HALL) & VIA TELECONFERENCE (ZOOM)
SKY VALLEY, GEORGIA**

MEMBERS PRESENT: Mayor Steil, Councilors Allred, McAfee, and Curtis; Councilor Turner joined via Zoom

MEMBERS ABSENT: Councilor Oliver

STAFF PRESENT: City Manager Streetman, City Clerk Fleming, and Communication Specialist Van Camp

1. Call to Order

Mayor Steil called the meeting to order.

2. Adoption of Agenda

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

3. Presentation from Mixon, Mixon, Brown & Trench regarding the FY2023 audit and subsequent discussion by city council.

Joely Mixon, with Mixon, Mixon, Brown & Trench, presented the audit for the FY2023. She stated that what was being presented was a draft budget audit and is working on the compliance budget audit. A synopsis is as follows: In 2023, total revenue increased by 11%; total expenses also increased by 20% in comparison to 2022. Self-sufficiency in the General Fund is at 32.7% which would entail licenses and permits. Councilor Allred asked where we should be, and Ms. Mixon had stated 80% or above. The Enterprise Financial obligations are at 4.93 %, (GEFA loan). The City has over 9.2 million in capital assets as of December 31, 2023. In 2023 the City's General Fund received \$1,458,282 in revenue with expenses totaling \$1,432,267. Eighty percent of the revenue came from property taxes. Thirty-three percent of expenses were made up of General Government and another thirty-three percent Police/Courts. Public Works expenses comprised of only 18%, thanks to T-SPLOST funds. The City's Enterprise Fund is at 89% self-sufficiency which City Manager Streetman stated that a rate study is being conducted concerning the City's utilities rates. Budget amendments will need to be done and Ms. Mixon stated that the City is generally in good shape.

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 McAfee, unanimously approved.

The meeting adjourned at 8:56 a.m.

Respectfully submitted:

Hollie Steil, Mayor

Attest:

Karen Fleming, City Clerk

MINUTES OF THE CITY OF SKY VALLEY SPECIAL CALLED COUNCIL MEETING ON JUNE 26, 2024 HELD ON A WEDNESDAY AT 10:00 A.M., 3608 HIGHWAY 246 (CITY HALL) & VIA TELECONFERENCE (ZOOM) SKY VALLEY, GEORGIA

MEMBERS PRESENT: Mayor Steil, Councilors Allred, McAfee, and Curtis; Councilor Turner joined via Zoom

MEMBERS ABSENT: Councilor Oliver

STAFF PRESENT: City Manager Streetman, City Clerk Fleming, and Communication Specialist Van Camp

1. Call to Order

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

2. Invocation/Pledge of Allegiance

Councilor Turner led the invocation and pledge of allegiance.

3. Approval of Minutes

Special Called Council Meeting – May 3, 2024

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

4. Adoption of Agenda

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

5. City Manager's Report

City Manager Streetman went over current events: Paving has been completed on Ridgepole with striping to begin soon; the Independence Day celebrations will be held on July 5th; we have collected approximately 98% of 2023 property taxes; General Fund expenditures are at approximately 62% for the year; working on the 2025 Budget; PTV registrations are due now, July 1st, as it is the start of the fiscal year for the permit; residential construction is going strong as six new homes are currently under construction; the groundwater study has been completed for new well sites (three potential sites have been identified); a new windscreen has been installed for the third pickleball court; the GMRC comp. plan survey is underway.

NEW BUSINESS

6. Consider Resolution to adopt a budget amendment to the FY2023 general fund budget

Mayor Steil stated that the auditor, Joely Mixon with Mixon, Mixon, Brown & Trench, presented a draft budget audit during the Work Session that was held earlier in the day and asked City Manager Streetman to go over the Resolution. He stated that the City had overspent what was budgeted for 2023 but brought in more revenue. The amended amount is \$126,313 bringing the 2023 Budget to \$1,432,267 from \$1,305,954, for unexpected expenses. The Resolution will

correct the numbers for the budget. City Manager Streetman stated that these amendments are “reasonable and explainable”.

Councilor Curtis made a motion to approve the Resolution to adopt the amendments, seconded by Councilor Turner, unanimously approved.

7. Consider appointment of City Tax Commissioner – Summer Murphy

City Manager Streetman introduced Ms. Murphy and she gave Mayor and Council a brief overview about herself. Mayor Steil and Council welcomed her.

Councilor McAfee made a motion for the appointment of Summer Murphy as City Tax Commissioner, seconded by Councilor Curtis, unanimously approved.

8. Executive Session

Councilor Curtis made a motion to close the meeting and enter Executive Session, seconded by Councilor McAfee. The meeting closed at 10:20 a.m.

Councilor McAfee made a motion to open the meeting back up, seconded by Councilor Curtis. The meeting was reopened to the public at 11:20 a.m.

The meeting was to discuss the future acquisition of real estate and to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a city official or employee.

Mayor Steil stated that no action was taken.

9. Adjournment

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

The meeting adjourned at 11:22 a.m.

Respectfully submitted:

Hollie Steil, Mayor

Attest:

Karen Fleming, City Clerk

**STATE OF GEORGIA
COUNTY OF RABUN**

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING FIRM AS PART
OF THE REQUIRMENTS OF A GEFA SEPTIC-TO-SEWER GRANT PROGRAM**

WHEREAS, the governing body of the City of Sky Valley is the Mayor and Council; and

WHEREAS, it is necessary to plan for growth and the city recognizes the need for sanitary sewer; and

WHEREAS, the City of Sky Valley has been awarded a Septic-to-Sewer grant through the Georgia Environmental Finance Authority (GEFA); and

WHEREAS, as part of the grant awarding process, the City of Sky Valley- after thoroughly advertising and grading qualified Engineering Firms for sanitary sewer design, construction, and permitting purposes does select a professional Engineering Firm; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF
SKY VALLEY, GEORGIA:**

The City of Sky Valley has selected EMI (Engineering Management) as its chosen Professional Engineering Firm for sanitary sewer design, permitting, and construction purposes.

SO RESOLVED, this _____ day of _____, 2024.

APPROVED:

HOLLIE STEIL, MAYOR

JIM CURTIS, COUNCILOR

BILL OLIVER, COUNCILOR

TONY ALLRED, COUNCILOR

BRUCE TURNER, COUNCILOR

DAN MCAFEE, COUNCILOR

**STATE OF GEORGIA
COUNTY OF RABUN**

**INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF
PROCEEDS FROM THE 2025 SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the ____ day of _____, 2024, by and between RABUN COUNTY, a political subdivision of the State of Georgia (the “County”), and the City of Clayton, the City of Dillard, the City of Mountain City, the City of Tallulah Falls, the Town of Tiger, and the City of Sky Valley, municipal corporations of the State of Georgia (the “City” or “Cities,” individually and collectively).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the “Intergovernmental Contracts Clause”) authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or to provide; and,

WHEREAS, O.C.G.A. § 48-8-110, *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, representatives of the County and Cities met on the 25th day of March, 2024 to discuss possible projects for inclusion in the SPLOST referendum that is to be held on the 5th day of November, 2024, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the County and Cities agree that all procedural and substantive requirements required by the Act to formalize this Intergovernmental Agreement and the meeting of the parties have been satisfied;

WHEREAS, the County and the Cities have negotiated a division of the SPLOST proceeds as authorized by the Act; and

WHEREAS, the Act authorizes the County and the Cities to enter into an “intergovernmental agreement” (as defined in the Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the SPLOST.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Cities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- A. The County makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- i. The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
 - ii. The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - iii. This Agreement is a valid, binding, and enforceable obligation of the County; and
 - iv. The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2024, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Rabun County for a six (6) years, commencing immediately upon the termination of the 2019 SPLOST, to raise an estimated \$25,000,000.00 to be used for funding the capital outlay projects specified in Exhibit “A”, which is attached to and incorporated into this Agreement.
- B. Each of the Cities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
- i. Each City is a municipal corporation duly created and organized under the Laws of the State of Georgia;
 - ii. The governing authority of each City is duly authorized to execute, deliver and perform this Agreement;
 - iii. This Agreement is a valid, binding, and enforceable obligation of each City;
 - iv. Each City is a qualified municipality as defined in O.C.G.A. § 48-8-110(4); and
 - v. Each City is located entirely or partially within the geographic boundaries of the special tax district created in the County.
- C. It is the intention of the County and Cities to comply in all respects with O.C.G.A. § 48-8-110, *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110, *et seq.*

- D. The County and Cities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit “A” of this Agreement in conformance with those priorities that may be established under this Agreement or otherwise by each of the respective parties hereto.
- E. The County and Cities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within ten (10) years of the SPLOST expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).
- F. The County and Cities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures of each project undertaken by the respective county or city and to publish information related to use of tax proceeds as required to fulfill the terms of this Agreement and O.C.G.A. § 48-8-122.

Section 2. Conditions Precedent

- A. The obligations of the County and Cities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring those proceeds to the County.

Section 3. Rate of Tax; Estimated Amount; and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 5, 2024, shall be imposed at the rate of one percent (1%). The tax shall be imposed on all applicable sales and uses under the Act for a term of six (6) years, beginning immediately upon the termination of the 2019 SPLOST without interruption, and is expected to raise \$25,000,000.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of the official declaration of the failure of the election described in this Agreement; or until the SPLOST terminates in accordance with the Act, all funds collected therefrom have been distributed in accordance with this Agreement, and all payments on the Debt (if applicable) have been made.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2025 Rabun County Special Purpose Local Option Sales Tax Fund (“2025 SPLOST Fund”). The County shall select a local bank which shall act as a depository and custodian of the 2025 SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each City shall create a special fund to be designated as, respectively, the 2025 City of Clayton, City of Dillard, City of Mountain City, City of Tallulah Falls, Town of Tiger, and the City of Sky Valley Special Purpose Local Option Sales Tax Fund. Each City shall select a local bank, which shall act as a depository and custodian of the 2025 SPLOST proceeds received by each City upon such terms, and conditions as may be acceptable to the City.
- C. All 2025 SPLOST proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, 2025 SPLOST proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than 2025 SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of 2025 SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the 2025 SPLOST Fund. The monies in the 2025 SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the County capital outlay projects listed in Exhibit A and as provided in Paragraphs B and C of this Section.
- B. The County, following deposit of the 2025 SPLOST proceeds in the 2025 SPLOST Fund, shall within ten (10) business days disburse the SPLOST proceeds due to each City according to the terms of this Agreement. The proceeds shall be deposited in the separate funds established by each City in accordance with Section 5 of this Agreement.
- C. The County shall apply and disburse the proceeds of the 2025 SPLOST in the following order of priority:
 - i. First, unless the County elects to fund the Level Two Capital Outlay Project by issuing general obligation debt payable from 2025 SPLOST proceeds, the first sixty percent (60%) of all 2025 SPLOST proceeds shall be set aside from 2025 SPLOST distributions until the Level Two Capital Outlay Project identified in Exhibit A has been funded in full. Once the County has accumulated the full project cost for the Level Two Capital Outlay Project, all 2025 SPLOST proceeds shall be distributed in the manner provided for in Section 6. C. ii.

- a. If the County, in its sole discretion, elects to fund the Level Two Capital Outlay Project by issuing general obligation debt payable from 2025 SPLOST proceeds, the County shall first reserve sufficient proceeds each year to pay the annual principal, interest, and premium, if any, on the general obligation debt as it becomes due. Once the general obligation debt is paid in full, all 2025 SPLOST proceeds shall be distributed in the manner provided for in Section 6. C. ii.
- ii. Second, all remaining 2025 SPLOST collections received by the County shall be disbursed as follows:
 - 72.00% shall be retained by the County
 - 12.99% shall be paid to the City of Clayton
 - 2.68% shall be paid to the City of Dillard
 - 5.54% shall be paid to the City of Mountain City
 - 1.03% shall be paid to the City of Tallulah Falls
 - 2.71% shall be paid to the Town of Tiger
 - 3.05% shall be paid to the City of Sky Valley

D. Should any City cease to exist as a legal entity before all funds are distributed under this Agreement, that City’s share of the funds subsequent to dissolution shall be paid to the County as part of the County’s share unless an act of the Georgia General Assembly makes the defunct City part of another successor municipality. If such an act is passed, the defunct City’s share shall be paid to the successor municipality in addition to all other funds to which the successor municipality would otherwise be entitled.

Section 7. Projects

All capital outlay projects to be funded in whole or in part from 2025 SPLOST proceeds are listed in Exhibit “A.”

Section 8. Priority and Order of Project Funding

- A. All of the Rabun County 2025 SPLOST Capital Outlay Projects identified in Exhibit “A” shall be of equal priority unless and until the County adopts a lawful resolution establishing a priority for said projects.
- B. All of the City 2025 SPLOST Capital Outlay Projects identified in Exhibit “A” shall be deemed of equal priority. This equal priority notwithstanding, the Cities shall retain the separate right via separate resolution to establish a priority and order of project funding as they shall individually determine appropriate and that is otherwise in accord with the Act.

Section 9. Completion of Projects

- A. The County and Cities acknowledge that the costs shown for each Capital Outlay Project described in Exhibit “A” are only estimates, and that the actual costs of each Capital Outlay Project may be greater or less than the estimate provided therein.
- B. If the Level Two County-Wide Capital Outlay Project identified in Exhibit “A” has been satisfactorily completed at a cost less than the allocation of 2025 SPLOST proceeds identified for that project in Exhibit “A” (as determined by the County in its sole discretion), then the remaining unexpended funds for this project shall be distributed in the manner provided for in Section 6. C. ii.
- C. If a County Capital Outlay Project has been satisfactorily completed at a cost less than the allocation of 2025 SPLOST proceeds identified for that project in Exhibit “A” (as determined by the County in its sole discretion), the County may apply the remaining unexpended funds to any other County Capital Outlay Project in Exhibit “A;” or, in the event that all County Projects are fully funded, the County may apply any excess funds to any lawful use including but not limited to those uses set forth in O.C.G.A. § 48-8-121(g)(2).
- D. If a City Capital Outlay Project has been satisfactorily completed at a cost less than the allocation of 2025 SPLOST proceeds identified for that project in Exhibit “A” (as determined by the City in its sole discretion), the City may apply the remaining unexpended funds to any other Capital Outlay Project included for that City in Exhibit “A” (if any). If a City has funds remaining after all projects identified in Exhibit “A” are completed, such funds shall be deemed excess funds and shall be disposed of in accord with O.C.G.A. § 48-8-121(g)(2).
- E. The County and Cities agree that each 2025 SPLOST Capital Outlay Project associated with this Agreement shall be completed or substantially completed within six years of the termination of the SPLOST. Any SPLOST proceeds held by the County or a City at the end of the six-year period shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a City Project listed in Exhibit “A” is completed, the City owning the project shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the respective City, setting forth the date on which the project was completed, and the final cost of the project.

Section 11. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be solely responsible for the cost of holding the 2025 SPLOST referendum.

Section 12. Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the 2025 SPLOST Fund and each City fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Cities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. Each City shall provide the County a copy of the audit of the distribution and use of the 2025 SPLOST proceeds by the City.

Section 13. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be in writing and deemed properly given when delivered personally or sent by registered or certified United States mail, return receipt requested, postage prepaid, as follows:

<u>Rabun County</u>	Chairman, Rabun County Board of Commissioners 25 Courthouse Square, Suite 201 Clayton, Georgia 30525
<u>City of Clayton</u>	Mayor, City of Clayton 99 N. Church St. Clayton, Georgia 30535
<u>City of Dillard</u>	Mayor, City of Dillard 892 Franklin St. Dillard, Georgia 30537
<u>City of Mountain City</u>	Mayor, City of Mountain City P.O. Box 493 Mountain City, Georgia 30562
<u>City of Tallulah Falls</u>	Mayor, City of Tallulah Falls P.O. Box 56 Tallulah Falls, Georgia 30573
<u>Town of Tiger</u>	Mayor, Town of Tiger 3010 Old 441 South Tiger, Georgia 30576
<u>City of Sky Valley</u>	Mayor, City of Sky Valley 3444 Highway 246 Dillard, Georgia 30537

Future changes in address shall be effective only upon written notice being given by the City or County making the change to the other parties hereto via one of the delivery methods described in this Section.

Section 14. Entire Agreement

This Agreement, including any attachments or exhibits hereto, constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 15. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Cities.

Section 16. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 18. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement, or any part thereof, be held invalid or unconstitutional by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 18. Compliance with Law

The County and the Cities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 19. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 20. No Third Party Rights

This Agreement shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

Section 21. Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 22. Mediation

The County and Cities agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, the County and the Cities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

RABUN COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Greg James, Board of Commissioners Chair

Attest: _____
Linda Ramey, County Clerk Date

CITY OF CLAYTON

(CITY SEAL)

By: _____
Mayor Kurt Cannon

Attest: _____
City Clerk Date

[Signatures Continued on Following Pages]

CITY OF DILLARD

(CITY SEAL)

By: _____
Mayor Claude Dillard

Attest: _____
City Clerk Date

CITY OF MOUNTAIN CITY

(CITY SEAL)

By: _____
Mayor Grace Watts

Attest: _____
City Clerk Date

CITY OF TALLULAH FALLS

(CITY SEAL)

By: _____
Mayor Mike Early

Attest: _____
City Clerk Date

TOWN OF TIGER

(CITY SEAL)

By: _____
Mayor Mike Carnes

Attest: _____
City Clerk

Date

CITY OF SKY VALLEY

(CITY SEAL)

By: _____
Mayor Hollie Steil

Attest: _____
City Clerk

Date

Exhibit A

The Cities and the County agree to the following SPLOST proceed allocations for the following capital outlay projects:

1. Level Two County-Wide Capital Outlay Project

Distribution of Proceeds: Pursuant to Section 6. C. i. of this Agreement, unless the County elects to fund the Level Two Capital Outlay Project through general obligation bonds, the first sixty percent (60%) of all 2025 SPLOST proceeds shall be set aside from 2025 SPLOST distributions until the Level Two Capital Outlay Project has been funded in full.

Level Two County-Wide Capital Outlay Projects:	Cost Estimate
Dillard Fire Station	\$5,500,000
Total Estimated Cost:	\$5,500,000

2. Projects to be owned and/or operated by the County

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the County.

Rabun County 2025 SPLOST Capital Outlay Projects:	Cost Estimate
MSW/C&D/Recycling	\$2,750,000
Water and Sewer	\$6,000,000
Public Safety	\$2,500,000
Roads and Bridges	\$2,040,000
Recreation	\$750,000
Total Estimated Cost:	\$14,040,000

3. Projects to be owned and/or operated by the City of Clayton

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Clayton.

City of Clayton 2025 SPLOST Capital Outlay Projects:	Cost Estimate
Streets, Bridges, and Sidewalks	\$759,915
Recreation, Parks and Cultural	\$506,610
Buildings and Facilities	\$506,610
Public Safety	\$759,915
Total Estimated Cost:	\$2,533,050

4. Projects to be owned and/or operated by the City of Dillard

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Dillard.

City of Dillard 2025 SPLOST Capital Outlay Projects:	Cost Estimate
Building and Grounds Complex	\$150,000
Roads and Streets	\$161,300
Water and Sewer System	\$161,300
Emergency Services	\$50,000
Total Estimated Cost:	\$522,600

5. Projects to be owned and/or operated by the City of Mountain City

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Mountain City.

City of Mountain City 2025 SPLOST Capital Outlay Projects:	Cost Estimate
City Complex Renovations	\$300,000
Parks and Recreation	\$115,000
Public Safety Vehicles and Equipment	\$85,000
Roads, Streets, Sidewalks, Drainage, and Signage	\$580,300
Total Estimated Cost:	\$1,080,300

6. Projects to be owned and/or operated by the City of Tallulah Falls

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Tallulah Falls.

City of Tallulah Falls 2025 SPLOST Capital Outlay Projects:	Cost Estimate
Gateway Signage	\$10,043
Roads, Bridges, Drainage, and Sidewalks	\$40,170
Water System Improvements	\$150,638
Total Estimated Cost:	\$200,850

7. Projects to be owned and/or operated by the Town of Tiger

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the Town of Tiger.

Town of Tiger 2025 SPLOST Capital Outlay Projects:	Cost Estimate
City Hall - Generator	\$5,000
City Hall - P.A. Sound System	\$8,000
Roads and Streets - Vehicle	\$35,000
Roads and Streets - Trailer	\$10,000
Recreation Department	\$15,000
Roads and Streets	\$455,450
Total Estimated Cost:	\$528,450

8. Projects to be owned and/or operated by the City of Sky Valley

All projects shall be deemed to have equal priority and may be funded in any order in the discretion of the City of Sky Valley.

City of Sky Valley 2025 SPLOST Capital Outlay Projects:	Cost Estimate
Vehicles and Equipment	\$100,000
Recreation, Parks and Culture	\$44,750
Buildings and Grounds Maintenance	\$50,000
Roads and Streets Infrastructure	\$400,000
Total Estimated Cost:	\$594,750