

**ORGANIZATIONAL & REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
JANUARY 21, 2014
TUESDAY, 9:00 AM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

AGENDA

CALL TO ORDER

ORGANIZATIONAL MEETING

- Swearing in of Newly Elected Officials
- Passing of the Gavel
- Special Presentation of Plaques
- Nomination and Selection of 2014 Council President
- Set 2014 Regular Meeting Dates

REGULAR MEETING

- **INVOCATION/PLEDGE OF ALLEGIANCE**

- **APPROVAL OF MINUTES**
 - ❖ December 16, 2013 Regular Council Meeting

- **ADOPTION OF AGENDA**

- **MAYOR'S REMARKS**

- **COUNCIL REMARKS**

- **CITY MANAGER & DEPARTMENT REPORTS – EXCEPTIONS AND QUESTIONS**

- **OLD BUSINESS**
 - ❖ Approval of Mutual Aid Agreement with Macon County
 - ❖ Update on Lodge – Nuisance Abatement
 - ❖ Update on cell phone tower

- **NEW BUSINESS**
 - ❖ Approval of 2014 Agreement with SV/Scaly Fire Department
 - ❖ Set Qualifying Fees for the 2014 General Election
 - ❖ Nomination & Selection of one P & Z member
 - ❖ Creation of 2014 Committees
 - ❖ Discussion of waiving building permit fees for new construction in 2014
 - ❖ Approval of authorized signatures on bank accounts

- ❖ Liability Insurance Re-evaluation

- **PUBLIC FORUM AND GENERAL COMMENTS**

- **EXECUTIVE SESSION**

- ❖ Meetings when discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer. O.C.G.A. § 50-14-3(6).

- **ADJOURNMENT**

DRAFT

**REGULAR COUNCIL MEETING
CITY OF SKY VALLEY, GEORGIA
DECEMBER 16, 2013
MONDAY, 2:00 PM
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

MINUTES

Mayor Martindale called the meeting to order.

Those present: Mayor Martindale, Council President Howard, Councilors Carr, Larsen, Platt, and Whatley, Attorney Dickerson, City Manager Lapeyrouse, City Clerk Cantrell, Chief Dills, Tax Commissioner Mullins.

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

APPROVAL OF MINUTES

Councilor Whatley made a motion to approve the minutes of the October 11 Public Hearing & Special Meeting, November 6 Public Hearing, and the November 18 Regular Council Meeting, 2nd Council President Howard, unanimously approved.

ADOPTION OF AGENDA

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

MAYOR'S REMARKS

Mayor Martindale said this is his last meeting after serving for six years. He said he has enjoyed working with staff adding that Linda, Mandi, and Alyssa have been very helpful over the years.

Mayor Martindale said this is also Councilor Platt's last meeting as councilmember; she served for four years. He led a round of applause for Councilor Platt.

COUNCIL REMARKS

Council President Howard led a round of applause for Mayor Martindale for serving as mayor for six years. He invited Mayor Martindale and Councilor Platt to the January meeting.

Council President Howard said we had beautiful fall decorations and now have beautiful winter decorations.

Councilor Carr said she received a few calls regarding garbage on Thanksgiving and asked if we can put out the little garbage truck on holidays. City Manager Lapeyrouse said employees came in at three different times over Thanksgiving weekend to empty the dumpster. City Manager Lapeyrouse said that we did not put out the garbage truck because of the bear problems.

Councilor Carr said that Driver Lane and Eagle Circle have ditches full of leaves. City Manager Lapeyrouse said the roads department is still working to clear leaves and debris from all of the ditches and that these roads will be addressed.

DEPARTMENT REPORTS

- Police Chief's Report – given by Chief Dills
- City Financial Report – given by City Clerk Cantrell
- Tax Commissioner's Report – given by Tax Commissioner Mullins
- Building Inspector's Report – given by City Manager Lapeyrouse
- City Manager's Report – given by City Manager Lapeyrouse

City Manager Lapeyrouse said that Pastor Erbelding has asked if the city is interested in plowing the Chapel's parking lots in lieu of paying the rent for using the Fellowship Hall - \$75 per month. Attorney Dickerson said that the city can do this as long as we have an agreement in place with the Chapel. The council does not want to pursue this option.

NEW BUSINESS

- Update on lodge – nuisance abatement

Mayor Martindale said that he, as a private citizen, worked to get prices on demolition of the old lodge. He said that that Harrison Merrill continues to postpone demolition of the lodge. Mayor Martindale said the city needs to move forward with the nuisance abatement procedure on the lodge. Attorney Dickerson said that he will get the requirements on how to proceed to City Manager Lapeyrouse. Council President Howard made a motion to move forward, 2nd Councilor Whatley, unanimously approved.

- Acceptance of Donation – Alex Mountain, Part 1, Lots 5 & 7

Councilor Whatley made a motion to approve acceptance of the lots, 2nd Councilor Carr, unanimously approved.

- Approval of 2013 Budget Amendment

City Manager Lapeyrouse presented the 2013 budget amendment. Councilor Platt made a motion to approve the amendments, 2nd Councilor Larsen, unanimously approved.

- Authorization to purchase two police cars in January

Chief Dills said that he has worked to repair and maintain existing vehicles instead of purchasing new vehicles. He said that the two 2000 Crown Victorias have cost a great deal to maintain. He presented two vehicles being held at Duvall Ford, a 2010 and a 2011 Ford Fusion. Mayor Elect Goodgame asked if the city can approve a purchase for the next year. Attorney Dickerson said that it can be done.

Councilor Whatley made a motion to amend the 2013 budget to apply the police capital reserves, any funds remaining in the 2013 police operating budget, and the funds from sales of surplus property to purchase and equip the two police cars, 2nd Councilor Platt. Councilor Carr

said that we are amending the 2013 budget to accommodate a decision that should be made by the 2014 council. The motion passed unanimously.

PUBLIC FORUM AND GENERAL COMMENTS

Ray Brooker said his wife ran into a rock at the waterfall and he has some reflectors that he asked the city to install around the rock. City Manager Lapeyrouse said that the city can put in the reflectors.

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

**Totals Report For 2012 Taxes
December 2013
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2012 Ad Valorem Tax	834,170.00	828,022.44	238.19+	6,385.75
Interest	2,103.96	1,416.27		687.69
Penalty	3,089.91	2,456.43		633.48
Costs	5,982.00	1164.00		4,818.00
Totals	845,345.87	833,059.14	238.19+	12,524.92

Collected: 99.23%

**Totals Report For 2013 Taxes
December 2013
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2013 Ad Valorem Tax	838,547.44	748,723.01	5,207.47	84,616.96
Interest				
Penalty				
Costs				
Totals	838,547.44	748,723.01	5,207.47	84,616.96

Collected 89.84%

Housing & Development Departmental Data Report	For month ending December 31, 2013		
	Dec-13	YTD	2012 YTD
New Residential & Commercial permits issued	0	0	1
All other addition, remodel and repair permits	13	114	117
Certificates of Occupancy issued	0	0	0
Total New Construction not yet finalized	1		3
Total Other Construction not yet finalized	6		11
Notices to Comply issued	0	5	4
Stop Work Orders issued	0	2	0
Tree Cutting permits issued	5	74	49
Code & Ordinance Violations cited	0	2	2
Fees Collected			
	Dec-13	YTD	2012 YTD
New Residential or Commercial Permits	\$0	\$0	\$0
Other Addition, Remodel, Repair Permits	\$695	\$6,511	\$8,590
Tree Cutting Permits	\$270	\$3,885	\$1,775
Land Disturbing Permits	\$400	\$700	\$100
Fines Collected for for Ordinance Violations	\$0	\$0	\$10,000

Departmental Report by the City Manager

January, 2014



Announcements -

Don't forget that garbage service will be once per week from January 6th – May 26th (Memorial Day). Pick-up will be on Mondays unless it is a holiday or inclement weather.

City Hall will be closed in observance of Martin Luther King, Jr. Day on Monday, January 20th. Garbage pick-up will be Tuesday, January 21st.

The January organizational meeting and council meeting has been scheduled for Tuesday, January 21, 2014, at 9:00 AM in the Fellowship Hall.

Tax bills are now past due and will begin accruing penalties and interest. You should have received separate tax bills from the city and the county. If you have not received your bill, please contact Alyssa Mullins at City Hall for a duplicate billing.

If you are not currently claiming the homestead exemption in the city and the county separately, you must file in person between January 2 and June 1. Qualification requires that you must own and occupy the property as of January 1 as your primary domicile and legal residence for all purposes, which includes the registration of your vehicles and filing of your state income taxes. Exemptions are not automatically granted. Special exemptions are available if you are 100% military service connected disabled or their un-remarried spouse, or the un-remarried spouse of a peace officer or firefighter killed in the line of duty. Once approved, the exemption remains in effect as long as you own and reside in your home subject to periodic audits to verify continuing eligibility.

Public Works -

Leaf collection service has ended for the season. Any leaves to be collected will now need to be bagged. Bags of yard debris are not picked up with regular garbage collection, please call City Hall to arrange for pick-up.

So far, travel conditions this season haven't been bad despite the frigid temperatures, however city employees are prepared to work long hours as necessary throughout the winter season to keep the 26 miles of City streets as safe as possible following a storm event. Plows are called out when there is 1 – 2" of snow accumulation. We have two snow plows, one chat spreader and one liquid salt brine sprayer that we use depending on the conditions. Main thoroughfares are concentrated on first followed by the remaining secondary roads. Remember... snow removal crews are able to clear the roads much quicker and safer when they don't have

obstructions in the roadway. When crews have to move about the city in response to individual motorist situations, the entire snow removal process is severely slowed.

Here are a few reminders of winter road hazards to consider for everyone's safety:

Please avoid parking on roadways or abandoning your vehicle on City roadways when road conditions make roads impassable. In order to ensure that the Sky Valley Police and city road crews are able to keep the roads open during inclement weather, any vehicle that is impeding snow removal efforts or is leading to the endangering of public safety will be removed by an approved wrecker service at the owner's expense. If you are forced to abandon your vehicle, you must leave it where it does not obstruct the roadway. Do not leave valuables inside and have the vehicle moved as quickly as it is safe to do so.

Motorists should make a reasonable effort to remove all ice and snow from their vehicles before traveling. Snow and ice left on a vehicle, in particular on the hood, windows and roof, can become a deadly projectile, creating a hazard for everyone on the road.

Snow left out in the road by homeowners or private snow plowers can be a road hazard. We have all come upon this situation where we are driving along and come across a wall of snow trailing out of a driveway across the road. Snow should never be plowed onto or across the roadway. The proper way to plow a driveway is to start at the mouth of the drive and plow in.

Make sure your children/grandchildren do not play in any large piles of snow located near the roadway. These piles of snow look appealing to children, but can be very dangerous when the plows are pushing snow.

The City strongly urges residents and motorists to exercise extreme caution and avoid making unnecessary road trips during a storm event. Be extremely cautious when driving or walking on slippery roadways.

Use common sense. If it looks and feels unsafe, it is. Plan ahead... run your errands before a storm arrives, don't get out if you don't have to, be patient, and know your vehicle's abilities. If you don't have 4WD or AWD, your chances of negotiating slippery streets and hills without problems are severely diminished. The City crews have 4WD, use snow chains, and still often find themselves in precarious situations. Driving on slippery roads is dangerous and should be avoided when possible.

By working together we can make this a safe winter season.

Water –

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

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

Solid Waste –

On days of inclement weather, the City may be unable to run the garbage route. Automated phone calls will be utilized to keep you informed of these circumstances. Don't forget that garbage should not be placed out for pick-up any earlier than the morning of the service. Trash must be out by 8 AM on the day of pick-up. Animals scatter garbage even when put in the underground cans. Our garbage collectors are not responsible for picking up any garbage that is not properly bagged once they arrive. The dumpster at the tractor barn on Knob Drive can be utilized when you need to take your garbage somewhere prior to a garbage collection day. This is especially important when your garbage contains food items. Recyclables and other household garbage can be taken to the recycle center on Kelly's Creek Road.

With the nation becoming more environmentally conscious, we need to recognize the importance of recycling. By the end of December 2013, we had hauled a total of 168.25 tons of garbage to the landfill. Last year, we hauled a total of 153.60 tons. That is approximately 9% more than last year but a 23% improvement since 2008 when we started tracking. Part of this year's increase is likely due in part to more people being here over the summer, however I know there is so much more that can be done. It is essential that we encourage ourselves and our neighbors to recycle.



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

Reduce the amount and toxicity of trash you throw away

Reuse containers and products

Recycle as much as possible and buy products with recycled content



SKY VALLEY POLICE DEPARTMENT MONTHLY STATISTICS

INCIDENT	MONTH	YTD 2013	MONTH	YTD 2012	STAT
Fire	0	4	0	8	
Medical Emergency	3	32	2	36	
Vehicle Accident	2	13	2	13	
Family Violence	0	2	0	0	^
Fight/Assault	0	2	0	0	^
Suicide/Death	0	3	0	1	^
Missing Person	1	3	0	0	^
Burglary	0	0	0	2	
Theft	0	3	0	5	
Suspicious Activity	1	27	1	38	
Suspicious Person	1	10	0	0	^
Suspicious Vehicle	1	19	2	19	^
Alarm	0	5	1	14	
Investigation	0	7	0	5	
DUI/ Public Drunk	0	0	0	1	
Drug Related	0	0	0	0	
Juvenile	0	0	0	3	
Stationary Patrol	0	0	0	0	
Traffic Control	0	3	0	13	
Traffic Stop	0	11	0	42	
Mutual Aid	0	11	1	20	
Animal	1	31	0	20	^
Lost & Found	1	2	0	3	
Complaint	0	7	0	5	^
City Ord. Violation	0	6	0	6	^
All Others	1	19	00	10	
Assisting Residents	4	40	1	42	
Escorting Visitors	2	19	2	18	^
Residential Check	03	341	00	206	^
Discovered Unsecure	1	4	0	0	
Welfare Check	4	26	0	11	^
Water/Tree/Infrastructure	3	44	06	76	
Vehicle Assistance	5	43	01	57	
Arrested	1	3	0	1	^
Incarcerated	0	0	0	0	
Warning	0	5	0	1	^
Citations	5	6	0	3	
Total Calls	35	444	00	455	
911 Calls	05	70	0	0	
Mileage	3128	46,850	3769	47,579	
December 2013					

STATE OF NORTH CAROLINA
MACON COUNTY

STATE OF GEORGIA
CITY OF SKY VALLEY

**EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN MACON COUNTY, NORTH CAROLINA, AND CITY OF SKY VALLEY,
GEORGIA**

THIS CONTRACT AND AGREEMENT, is made and entered into this the ___ day of December, 2013, by and between Macon County, North Carolina, a North Carolina County and body politic, hereinafter referred to as "Macon County", and the City of Sky Valley, Georgia, a Georgia City and body politic, hereinafter referred to as "Sky Valley", to be effective when fully executed on behalf of each of the parties hereto by their respective chief executive officers with the concurrence of their respective governing bodies and approved by the Governor of the State of North Carolina as required by the provisions of N.C. Gen. Stat. § 166A-19.72.

THAT WHEREAS, Macon County and Sky Valley share a common boundary as shown on Exhibit A which is attached hereto and incorporated herein by reference; and

WHEREAS, the road systems along the Common Boundary of Macon County and Sky Valley run in and out of Macon County, North Carolina, and Sky Valley, Georgia, through a steep mountainous area and are such that response in the event of a disaster an emergency can frequently be made more rapidly and easily to areas of one jurisdiction from officers or employees of the other jurisdiction; and

WHEREAS, officers or employees of both Macon County and Sky Valley, while performing duties and response for service can encounter disaster emergency situations involving the need for emergency medical assistance, emergency aid and traffic control to protect life and property while in an the jurisdiction of the other party hereto; and

WHEREAS, N.C. Gen. Stat. § 166A-19.72 recognizes that Macon County may enter into mutual aid agreements with Sky Valley for reciprocal emergency management aid and assistance, provided that such mutual aid agreement is consistent with the North Carolina State Emergency Program and Plans and approved by Governor of the State of North Carolina; and

WHEREAS, the Official Code of Georgia § _____ authorizes the Sky Valley to enter into mutual aid Agreements with Macon County; and

WHEREAS, Macon County and Sky Valley recognize that the telephone company central boundary offices do not coincide with the jurisdictional boundaries of Macon County and Sky Valley, and as a result of the same, a portion of the emergency calls for each jurisdiction may be inadvertently relayed by way of direct or cellular telephone, direct contact, and processed to or from the wrong jurisdiction; and

WHEREAS, Macon County and Sky Valley recognize the importance of coordination and cooperation between the governmental agencies, and the parties hereto do by this Agreement agree to allow mutual aid in the nature of reciprocal emergency management aid and assistance by the other to be rendered in accordance with this Agreement when disaster emergency situations are encountered or reported within those areas marked in *** and *** on Exhibit A which is attached hereto and incorporated herein by reference regardless of State and jurisdictional boundaries.

NOW THEREFORE, pursuant to executive action on behalf of the governing bodies of Macon County and Sky Valley and with the approval of the Governor of the State of North Carolina, Macon County and Sky Valley do hereby agree, subject to the terms of this Agreement contained hereinafter, to allow mutual aid in the nature of reciprocal emergency management aid and assistance by the other to be rendered in accordance with this Agreement when disaster emergency situations are encountered or reported within those areas marked in *** and *** on Exhibit A which is attached hereto and incorporated herein by reference regardless of State and jurisdictional boundaries.

Section I. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

1. **Authorized Representative:**

A party's employee who has been authorized in writing by the that party to request, offer or otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified in writing the presumption will be that the successor for the holder of that position will be the authorized representative for that party).

2. **Common Boundary:**

The legal and geographical boundary which is common to both Macon County and Sky Valley;

3. **DisasterEmergency:**

An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military or, paramilitary, weather related or riot related cause;

4. **Emergency Management:**

Those measures taken by the populace and governments at the Federal, State and local levels to minimize the adverse effect of any type of disaster emergency, which includes the never-

ending preparedness cycle of planning, prevention, mitigation, warning, movement, shelter, emergency assistance, and recovery;

5. Party:

A governmental entity which has duly adopted and executed this Agreement;

6. Provider:

The party hereto which is furnishing aid and assistance to the other party in the other's party's jurisdiction pursuant to the terms of this Agreement; and

7. Recipient:

The party hereto which is receiving aid and assistance in its jurisdiction from the other party pursuant to the terms of this Agreement.

Section II. Initial recognition of principle by all parties; Agreement provides no right of action for third parties.

It is mutually agreed that Macon County has the primary responsibility for emergency management in disaster emergency situations within the jurisdiction of Macon County and that Sky Valley has the primary responsibility for emergency management in disaster emergency situations within the jurisdiction of Sky Valley. The provisions of this Agreement shall not be construed to impose an unconditional obligation on either Macon County or Sky Valley to provide emergency management aid and assistance to the other in disaster emergency situations given that both Macon County and Sky Valley have finite resources and the potential for both Macon County and Sky Valley to be unavailable for aid and assistance due to the nature of emergency management and disasters emergencies. Accordingly, either Macon County or Sky Valley may in good faith withhold resources necessary and to provide reasonable and adequate protection for its own community by deeming itself unavailable to respond and by so informing the other after a request for emergency aid or assistance has been made. Nevertheless, both Macon County and Sky Valley recognize that there are highly meritorious reasons for entering this Agreement, and accordingly shall attempt to render emergency management aid and assistance to the other in disaster emergency situations and in accordance with the terms and conditions of this Agreement when either determines, in its sole discretion, that it may do so within the terms of this Agreement.

Pursuant to the provisions of N.C. Gen. Stat. § 166A-19.60 and as elaborated upon in Section IX of this Agreement, all functions and activities performed under this Agreement are hereby declared governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals or any specific entity or entities. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and not third parties or

third persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section IX of this Agreement.

Section III. Assistance by Sky Valley with disaster emergency incidents within Macon County.

Subject to the terms and conditions of this Agreement, consent from Macon County to Sky Valley is implied for Sky Valley to render emergency management aid and assistance unto Macon County in disaster emergency situations which occur within that portion of Macon County shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. Subject to the terms and conditions of this Agreement, Sky Valley may render emergency management aid and assistance unto Macon County in disaster emergency situations which occur within that portion of Macon County shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. However, before rendering any emergency management aid and assistance unto Macon County in disaster emergency situations which occur within that portion of Macon County shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference, Sky Valley shall first notify Macon County regarding the same by immediately contacting Macon County Dispatch, advising in regards to the same, and requesting that the Macon County Emergency Management Director or his designee be so advised.

Notwithstanding the foregoing, Macon County authorities, agencies and units will possess primary emergency management authority for all disaster emergency situations located within the territorial boundaries of Macon County. Sky Valley will only function in the role of an assistant and provider at the scene of disaster emergency situations which occur within that portion of Macon County shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. After Macon County authorities arrive on the scene of disaster emergency situations which occur within that portion of Macon County shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference, Sky Valley will release all functions and controls unto Macon County. However, Sky Valley may continue to render emergency management aid and assistance unto Macon County in such disaster emergency situations if requested by Macon County. Sky Valley shall stand down upon request of Macon County.

The Authorized Representative for Sky Valley shall be its Chief of the Sky Valley Police Department. Sky Valley will render the emergency management aid and assistance unto Macon County in such disaster emergency situations through its police department. Sky Valley shall not render emergency management aid and assistance unto Macon County in such disaster emergency situations unless it is duly qualified to do so under the laws of the State of North Carolina.

Section IV. Assistance by Macon County with disaster emergency incidents within Sky Valley.

Subject to the terms and conditions of this Agreement, consent from Sky Valley to Macon

County is implied for Macon County to render emergency management aid and assistance unto Sky Valley in disaster emergency situations which occur within that portion of Sky Valley shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. Subject to the terms and conditions of this Agreement, Macon County may render emergency management aid and assistance unto Sky Valley in disaster emergency situations which occur within that portion of Sky Valley shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. However, before rendering any emergency management aid and assistance unto Sky Valley in disaster emergency situations which occur within that portion of Sky Valley shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference, Macon County shall first notify Sky Valley regarding the same by _____.

Notwithstanding the foregoing, Sky Valley authorities, agencies and units will possess primary emergency management authority for all disaster emergency situations located within the territorial boundaries of Sky Valley. Macon County will only function in the role of an assistant and provider at the scene of disaster emergency situations which occur within that portion of Sky Valley shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference. After Sky Valley authorities arrive on the scene of disaster emergency situations which occur within that portion of Sky Valley shown in *** upon Exhibit A which is attached hereto and incorporated herein by reference, Macon County will release all functions and controls unto Sky Valley. However, Macon County may continue to render emergency management aid and assistance unto Sky Valley in such disaster emergency situations if requested by Sky Valley. Macon County shall stand down upon request of Sky Valley.

The Authorized Representative for Macon County shall be its Emergency Management Director or his designee. Macon County will render the emergency management aid and assistance unto Sky Valley in such disaster emergency situations through its Emergency Services Department. Macon County shall not render emergency management aid and assistance unto Sky Valley in such disaster emergency situations unless it is duly qualified to do so under the laws of the State of Georgia.

Section V. Scope and extent of emergency management aid and assistance rendered under the terms and conditions of this Agreement.

Notwithstanding anything to the contrary contained herein, the parties hereto understand and agree that the mutual emergency management aid and assistance contemplated by this Agreement shall be limited in nature and shall only be rendered in disaster emergency situations for a period of twelve hours or less, per incident of disaster emergency situations.

Section VI. Reimbursements.

It is understood and agreed that the recipient of emergency management aid and assistance rendered under the terms and conditions of this Agreement shall not be required to pay any of the costs incurred by the provider of such emergency management aid and assistance rendered under the

terms and conditions of this Agreement.

Section VII. Rights and Privileges of Provider's Employees.

Pursuant to the provisions of N.C. Gen. Stat. § 166A-19.60 and applicable Georgia law, whenever Provider's employees are rendering emergency aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider.

Section VIII. Providers employees are covered at all times by Provider's Workers Compensation Policy.

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the applicable Worker's Compensation Act, due to personal injury or death occurring during the period of time such employees are rendering emergency management aid and assistance under this Agreement. It is mutually understood and agreed that Recipient and Provider shall be responsible for payment of such worker's compensation benefits only to their own respective employees. Further, it is mutually understood and agreed that Provider will be entirely responsible for the payment of workers' compensation benefits to its own respective employees pursuant to the provisions of N.C. Gen. Stat. § 97-51.

Section IX. Immunity.

Pursuant to the provisions of N.C. Gen. Stat. § 166A-19.60, and applicable Georgia law, all activities under this Agreement are hereby declared governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personal complying with or reasonably attempting to comply with this Agreement shall be liable for the death of or injury to persons, or for damage to the property as a result of any such activity.

Section X. Parties mutually agree to hold each other harmless from liability.

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of, or relating too, any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at the indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day to day operations, and determines for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

Notwithstanding the foregoing, to the extent that either party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

Section XI. Amendments.

This Agreement may be modified at any time upon mutual written consent of the parties with the approval of the Governor of the State of North Carolina.

Section XII. Initial Duration of Agreement; Renewal; Termination.

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least thirty (30) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by certified mail upon the other party. The withdrawal shall not be effective until thirty (30) after the notice thereof is has been served or sent to the other parties. A party's withdrawal from this Agreement shall not affect a party's liability or obligation under the terms of this Agreement incurred hereunder.

Section XIII. Headings.

The headings of the various section and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

Section XIV. Severability.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portion of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Section XV. Effective date.

This Agreement shall take effect when fully executed on behalf of each of the parties hereto by their respective chief executive officers with the concurrence of their respective governing bodies and approved by the Governor of the State of North Carolina as required by the provisions of N.C. Gen. Stat. § 166A-19.72.

Section XVI. Notices.

Notices to served or mailed under the terms of this Agreement shall be addressed as follows:

1. If the notice is to Macon County:

Emergency Management Director
Macon County

Franklin, NC 28734

2. If notice is to Sky Valley:

Chief of Police
City of Sky Valley
3444 Highway 246
Sky Valley, GA 30537

The parties hereto have caused this Agreement to be duly executed in their names by their respective Chief Executive Officers, with their respective seals affixed as of the date set forth by their signatures contained below.

Macon County, North Carolina

By: _____
Kevin Corbin, Chairman, Macon County,
NC, Board of Commissioners

Date: _____

ATTEST:

Derek Roland, Clerk to the Macon
County Board of Commissioners

(Official Seal)

City of Sky Valley, Georgia

By: _____
_____, Mayor of City of
Sky Valley, Georgia

Date: _____

ATTEST:

(Official Seal)

APPROVED this the ___ day of _____, 2014.

The Honorable Patrick Lloyd McCrory
Governor of the State of North Carolina

AGREEMENT

State of Georgia
Rabun County

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 agreement 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, 2014. 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 provide 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 any 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 2014 in the amount of \$14,500.00 per quarter for a total of \$58,000.00 for the year. This represents 1 mil of the 14.31 mils taxed on real property within the City.

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: _____
Hughel Goodgame, Mayor

Date: _____

Attested: _____
Mandi Cantrell, City Clerk

(Affix City Seal)

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

By: _____
Chairman of the Board

Date: _____

(Affix Corporate Seal)

Committees

The Mayor, with the concurrence of the Council, may create committees of members of the Council to study any issue before the Council. Any such committees may make recommendations to the City Council but no committee shall be empowered to make any final decision on any matter before it for consideration. In addition to Council members, committees may include other city officials, staff or citizens at large. Whenever a committee is created, its duties, any limitation on the scope of its duties, and the times, places, and periods of time for which the committee may operate shall be determined by the Mayor with the concurrence of the Council. The Mayor shall serve as an ex officio member of all committees. Committee meetings shall be open to the public and shall comply with the requirements of this meeting organization ordinance and state law.

Mayor Goodgame would like to create seven committees for 2014 and would like the following councilors to serve on each committee with the selection of additional committee members to be completed at the February Council Meeting:

1. Mayor Advisory – Council President
2. Marketing – Neil Howard
3. Beautification – Liz Carr
4. Maintenance & Public Works – Martin Greene
5. Capital Projects – Bob Larsen
6. Public Safety, Emergency Response & Crisis Management – David Whatley
7. Special Projects – Martin Greene

FOR COUNCIL DISCUSSION & CONSIDERATION:

GIRMA Valuation Comparison Report

A property appraiser came to update values of the City's insurable property. Based on that appraisal, the City has an additional \$498,227 in property value compared to our previously insured values.

Based on last year's rate (.3026/\$100), this would potentially cost the City another \$1,500 in property insurance premiums this year that wasn't budgeted. We will not know the new rate until May so this is only an estimate.

There are some items that I feel could be removed from the policy (such as water storage tanks) if we want to try to minimize the increase. Of course, by doing that, we take on the ultimate risk of having something happen to property that is not insured.

GIRMA Valuation Comparison Report

This report provides estimated insurable values from a professional property appraiser. This includes Restoration Cost (as opposed to Replacement Cost) for historical properties identified by the National Register for Historic Places and/or the Member Contact. If you desire Replacement Cost coverage on a historic building instead, please note the change(s) on this report. Please review this report, make any noted changes and return it to CBIZ Valuation Group to confirm. If we do not receive this form within 30 days of the date of this letter, we will endorse the GIRMA schedule of locations and values according to this report.

Fax to: CBIZ Valuation Group
 Attn: Carrie Busalacchi
 Fax#: (262) 677-2130
 Phone: (800) 253-4453

Name _____ Title _____
 Signature _____ Date _____

Building Code	Building Name	Address	City	State	Zip	New Site Code	New Building Code	Previous Bldg Value	Current Bldg Value	Previous Contents Value	Current Contents Value	Previous EDP Value	Current EDP Value	Previous Total Insured Value	Current Total Insured Value	Total % Change	Do Not Insure	Comments
CITY OF SKY VALLEY																		
01	CITY HALL	3444 HIGHWAY 246	DILLARD	GA	30537	01	01	\$65,630	\$141,800	\$20,000	\$20,000	\$6,500	\$6,500	\$92,130	\$168,300	82.7%	<input type="checkbox"/>	Previously undervalued at \$60/Sq.Ft.
02	MAINTENANCE BUILDING/OPEN SHED	3444 HIGHWAY 246	DILLARD	GA	30537	01	02	\$139,639	\$183,200	\$32,900	\$30,000	\$0	\$0	\$172,539	\$213,200	23.6%	<input type="checkbox"/>	Contents increased.
01	WELL PUMP #7	DRIVER LANE	DILLARD	GA	30537	02	01	\$10,699	\$104,400	\$15,500	\$0	\$0	\$0	\$26,199	\$104,400	296.5%	<input type="checkbox"/>	Previously undervalued for type of structure.
01	WELL PUMP #3	SKY VALLEY WAY	DILLARD	GA	30537	03	01	\$100,000	\$165,100	\$29,500	\$0	\$0	\$0	\$129,500	\$165,100	27.5%	<input type="checkbox"/>	Previously undervalued for type of structure.
02	WELL PUMP #4	SKY VALLEY WAY	DILLARD	GA	30537	03	02	\$25,732	\$119,000	\$20,500	\$0	\$0	\$0	\$46,232	\$119,000	157.4%	<input type="checkbox"/>	Previously undervalued for type of structure.
03	WELL PUMP #6	SKY VALLEY WAY	DILLARD	GA	30537	03	03	\$100,000	\$99,500	\$20,500	\$0	\$0	\$0	\$120,500	\$99,500	-17.4%	<input type="checkbox"/>	Previously undervalued at \$29/Sq.Ft.
04	POSTAL SERVICE	995 SKY VALLEY WAY	DILLARD	GA	30537	03	04	\$81,259	\$99,700	\$0	\$0	\$0	\$0	\$81,259	\$99,700	22.7%	<input type="checkbox"/>	Previously undervalued at \$29/Sq.Ft.
02	WELL HOUSE #8	KNOB DRIVE	DILLARD	GA	30537	04	02	\$146,450	\$121,900	\$0	\$0	\$0	\$0	\$146,450	\$121,900	-16.8%	<input type="checkbox"/>	Contents increased.
03	TRACTOR BARN	KNOB DRIVE	DILLARD	GA	30537	04	03	\$50,000	\$59,900	\$0	\$5,000	\$0	\$0	\$50,000	\$64,900	29.8%	<input type="checkbox"/>	Contents increased.
05	BOLTED STEEL TANK	KNOB DRIVE	DILLARD	GA	30537	04	05	\$0	\$93,900	\$0	\$0	\$0	\$0	\$0	\$93,900	100.0%	<input type="checkbox"/>	Previously not listed.
01	PUMP BOOSTER	ALEX MOUNTAIN DRIVE	DILLARD	GA	30537	06	01	\$6,365	\$39,700	\$32,500	\$0	\$0	\$0	\$38,865	\$39,700	2.1%	<input type="checkbox"/>	Previously overvalued for type of structure.
01	PUMP BOOSTER	RAYBERRY DRIVE	DILLARD	GA	30537	07	01	\$56,430	\$53,300	\$15,500	\$0	\$0	\$0	\$71,930	\$53,300	-25.9%	<input type="checkbox"/>	Previously overvalued for type of structure.
01	WELL PUMP #2	LAQUINTA LANE	DILLARD	GA	30537	08	01	\$76,629	\$133,800	\$0	\$0	\$0	\$0	\$76,629	\$133,800	74.6%	<input type="checkbox"/>	Previously undervalued for type of structure.
01	BOOSTER PUMP	SOUTHERN BREEZE	DILLARD	GA	30537	09	01	\$54,740	\$34,500	\$0	\$0	\$0	\$0	\$54,740	\$34,500	-37.0%	<input type="checkbox"/>	Previously overvalued for type of structure.
02	BOLTED STEEL TANK	SOUTHERN BREEZE	DILLARD	GA	30537	09	02	\$0	\$94,000	\$0	\$0	\$0	\$0	\$0	\$94,000	100.0%	<input type="checkbox"/>	Previously not listed.