

**SPECIAL CALLED COUNCIL MEETING  
CITY OF SKY VALLEY, GEORGIA  
DECEMBER 6, 2012  
THURSDAY, 10:00 AM  
TIMESHARE MEETING ROOM, 501 SKY VALLEY WAY**

**AGENDA**

**CALL TO ORDER**

**INVOCATION/PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

November 20, 2012 – Regular Council Meeting

**ADOPTION OF AGENDA**

**OLD BUSINESS**

- Approval of 2013 Budget (Resolution 12-07)

**NEW BUSINESS**

- Approval of changes to the Rabun County Convention & Visitors Bureau
- Approval of SPLOST Intergovernmental Agreement
- Approval of Resolution Declaring Snow Plow as Surplus Property (Resolution 12-08)
- Authorization of purchase – dump bed and snow plow
- Approval of 2012 Budget Amendment (Resolution 12-09)
- Approval of Workers' Compensation Resolution ( Resolution 12-10 & Repeals Resolution 11-03)

**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). (Except when receiving evidence or hearing argument on charges filed to determine disciplinary action or dismissal of a public officer or employee.)

**ADJOURNMENT**

**REGULAR COUNCIL MEETING  
CITY OF SKY VALLEY, GEORGIA  
NOVEMBER 20, 2012  
TUESDAY, 9:30 AM  
FELLOWSHIP HALL, 817 SKY VALLEY WAY**

**MINUTES**

Mayor Martindale called the meeting to order.

Those present: Mayor Martindale, Council President Howard, Councilors Boyle, Larsen, and Whatley, City Manager Smith, Chief Dills, City Clerk Cantrell, and Tax Commissioner Mullins, Inspector Krieger, and Attorney Perry.

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

Councilor Whatley made a motion to approve the October 16, 2012 Regular Council Meeting minutes, 2<sup>nd</sup> Councilor Howard, unanimously approved.

Councilor Larsen made a motion to adopt the agenda, 2<sup>nd</sup> Councilor Whatley, unanimously approved.

**PUBLIC HEARING**

Nuisance Abatement Ordinance

Mayor Martindale opened the floor for public comments from those in favor of the proposed Nuisance Abatement Ordinance. No comments.

Mayor Martindale opened the floor for public comments from those in opposition to the proposed Nuisance Abatement Ordinance. No comments.

Councilor Whatley made a motion to approve the Nuisance Abatement Ordinance, 2<sup>nd</sup> Council President Howard. Councilor Whatley said that Attorney Dickerson recommended the City adopt this ordinance, the State's standard procedure for nuisance abatement. Councilor Whatley asked attorney Perry to ask Attorney Dickerson if we should repeal existing nuisance ordinances or if there are existing items in our current ordinances that should be incorporated into this ordinance.

The motion passed unanimously.

**MAYOR'S REMARKS**

Mayor Martindale wished everyone a Happy Thanksgiving.

Mayor Martindale read a letter from Dr. Charles Little thanking Officer Shope for killing a snake on his deck. Mayor Martindale read a letter from Ms. Kimbell thanking Officer Edwards for his assistance when her husband, John had an accident.

**COUNCIL REMARKS**

Council President Howard wished everyone a Happy Thanksgiving.

**DEPARTMENT REPORTS**

- (a) Police Chief's Report – given by Chief Dills

- (b) City Financial Report – given by City Clerk Cantrell
- (c) Tax Commissioner’s Report – given by Tax Commissioner Mullins
- (d) Building Inspector’s Report – given by Inspector Krieger
- (e) City Manager’s Report – given by City Manager Smith

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

## **NEW BUSINESS**

- Approval of 2013 Budget

City Manager Smith presented the proposed 2013 budget stating that she incorporated recommendations made at the last budget workshop. Council President Howard made a motion to table, 2<sup>nd</sup> Councilor Larsen, unanimously approved.

- Approval of replacement truck purchase

City Manager Smith presented proposals on the replacement truck and recommended purchasing a new 2012 Ford F-350 for \$32,809. This vehicle is to replace the red Chevy. Councilor Boyle made a motion to approve the purchase, 2<sup>nd</sup> Councilor Whatley, unanimously approved.

- Winter garbage collection schedule

City Manager Smith said that last year, the Council approved once a week garbage collection from January through Memorial Day weekend. She asked if the Council wanted to do this again. Council President Howard made a motion to approve the once a week pickup, 2<sup>nd</sup> Councilor Larsen, unanimously approved.

- Discussion of website – Councilor Larsen

Councilor Larsen said that he has received several negative comments about the City’s website. He recommended a joint portal site with the City, Sky Valley Club, the Property Owners Association, and the Chapel of Sky Valley. He said he likes the content, but that he does not think it helps attract people to the City. Council President Howard said that the content is wonderful, and that he would want the homepage to be more aesthetically pleasing. City Manager Smith said that with the current program, there are limited formatting options. Council President Howard made a motion to have a workshop to discuss the website, 2<sup>nd</sup> Councilor Whatley, unanimously approved. City Clerk Cantrell will schedule a workshop to be held after the January meeting.

- Request to create a committee – by Sam LaMonte

Mayor Martindale said that Sam LaMonte is going to send a letter explaining his request and what the committee would be. Councilor Larsen made a motion to table, 2<sup>nd</sup> Councilor Boyle, unanimously approved.

## **PUBLIC FORUM AND GENERAL COMMENTS**

Citizen Ray Becker asked about the roads superintendent retiring at the end of the year and recommended having a community retirement party. City Manager Smith said a community retirement party will be scheduled.

## **EXECUTIVE SESSION**

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3(6). (Except when receiving evidence or hearing argument on charges filed to determine disciplinary action or dismissal of a public officer or employee.)

Councilor Howard made a motion to move into executive session to discuss employment, 2<sup>nd</sup> Councilor Boyle, unanimously approved.

Councilor Howard made a motion to reconvene regular session, 2<sup>nd</sup> Councilor Boyle, unanimously approved.

Councilor Whatley made a motion to adjourn, 2<sup>nd</sup> Councilor Larsen, unanimously approved.

Respectfully submitted:

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James Martindale, Mayor

Attested:

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Mandi Cantrell, City Clerk

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Respectfully submitted:

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James Martindale, Mayor

Attested:

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Mandi Cantrell, City Clerk

**INTERGOVERNMENTAL AGREEMENT  
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2013  
SPECIAL PURPOSE LOCAL OPTION SALES TAX  
FOR CAPITAL OUTLAY PROJECTS**

**THIS AGREEMENT** is made and entered this the \_\_\_\_ day of December, 2012, by and between RABUN COUNTY, a political subdivision of the State of Georgia (the "County"), and the City of Tallulah Falls ("Tallulah Falls"), the City of Tiger ("Tiger"), the City of Mountain City ("Mountain City"), the City of Sky Valley ("Sky Valley"), and the City of Dillard ("Dillard"), 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 several different occasions during August and September, 2012 to discuss possible projects for inclusion in the SPLOST referendum that is to be held on the 19<sup>th</sup> day of March, 2013, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

**WHEREAS**, the County and the Cities have negotiated a division of the Special Purpose Local Option Sales Tax proceeds as authorized by the Act; and

**WHEREAS**, the Sales and Use Tax Act authorizes the County and the Cities to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

**WHEREAS**, O.C.G.A. 48-8-110 provides that an Intergovernmental agreement" under the SPLOST law means a contract entered into pursuant to the Intergovernmental Contracts Clause of the Constitution between a county and one or more qualified municipalities located within the special district containing a combined total of no less than 50 percent of the aggregate municipal population located within the special district; and



**WHEREAS**, the cities that are parties to this Intergovernmental Agreement; to wit, Tallulah Falls, Tiger, Mountain City, Sky Valley and Dillard are each qualified municipalities under the SPLOST law, with a combined population under the 2010 decennial census that exceeds 50% of the aggregate municipal population located within the special district.

**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 19<sup>th</sup> of March, 2013, 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 period of 24 quarters (six years), commencing on the 1st day of October, 2013, to raise an estimated \$20,000,000.00 to be used for funding the County Projects and City Projects specified in Exhibit "A."

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" (attached and incorporated herein) of this Agreement and in accordance with the proceeds disbursement schedule specified in Exhibit "B" (attached and incorporated herein) and in further conformance with those priorities that may otherwise be established under this Agreement or otherwise by any of the respective parties hereto. The Cities agree that the amounts reflected in Exhibit "A" represent the full amount of SPLOST proceeds to which they are respectively entitled under this Agreement.
- 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, to specifically include the right of the County to transfer ownership of Water and Sewer projects acquired with these proceeds to a duly created public Authority. 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 as required fulfilling the terms of this Agreement.

## 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 same to the County.

**Section 3. Effective Date and Term of the Tax**

The SPLOST, subject to approval in an election to be held on March 19, 2013, shall continue for a period of 24 quarters with collections beginning on October 1, 2013.

**Section 4. Effective Date and Term of This Agreement**

- A. This Agreement shall commence upon the date of its execution and shall terminate upon the later of:
- (i) The official declaration of the failure of the election described in this Agreement; or
  - (ii) Until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement and all payments on the Debt (hereinafter defined) have been made.
- B. It is the intention of the parties' to this Agreement that upon the Cities receiving their full disbursement of SPLOST proceeds as provided in Exhibits "A" and "B," and upon the County Projects being fully funded, that any excess funds shall be retained for the exclusive use of the County for any lawful purpose including but not limited to those uses set forth in O.C.G.A. § 48-8-121(g)(2).

**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 2013 Rabun County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a depository and custodian of the 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 2013 Tallulah Falls, Dillard, Sky Valley, Tiger, or Mountain City Special Purpose Local Option Sales Tax Fund. Each City shall select a depository and custodian of the SPLOST proceeds received by each City upon such terms, and conditions as may be acceptable to the City.
- C. All 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, 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 SPLOST proceeds shall be placed in such funds or accounts.

**Section 6. Procedure for Disbursement of SPLOST Proceeds**

- A. By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.
- B. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. Following deposit of the SPLOST proceeds in the SPLOST Fund, the County shall within ten (10) business days disburse the SPLOST proceeds in accord with the schedule in Exhibit "B." Upon receipt of such funds by the City, said proceeds shall be deposited in the separate funds established by each City in accordance with Section 5 of this Agreement.
- C. 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 City in addition to all other funds to which the successor City would otherwise be entitled.

**Section 7. Projects**

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit "A."

**Section 8. Priority and Order of Project Funding**

- A. Within each year, the County shall apply its portion of the proceeds of the Sales Tax first to pay the semiannual interest requirements and annual principal requirements next coming due on not to exceed \$9,100,000 in aggregate principal amount of obligations (See, Section 13) issued to finance the capital outlay projects set forth in Exhibit "A." and second to fund the County Projects. With respect to funding the County Projects identified in Exhibit "A," the County shall have the discretion to fund the projects consistent with the SPLOST law in any order and by level of priority that it deems appropriate either by Resolution or other lawful official action.
- B. With respect to funding the City Projects identified in Exhibit "A," the respective cities shall have the discretion to fund the projects consistent with the SPLOST law in any order and by level of priority that they deem appropriate either by Resolution or other lawful official action.

**Section 9. Completion of Projects**

- A. The County and Cities acknowledge that the costs shown for each project described in Exhibit "A" are combined estimates of the actual cost of the projects identified therein.
- B. If a County Project has been satisfactorily completed at a cost less than the allocation of SPLOST proceeds identified for that project in Exhibit "A," the County may apply the remaining unexpended funds to any other County 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).
- C. If a City Project has been satisfactorily completed at a cost less than the anticipated budget for that project, the City may apply the remaining unexpended funds to any other 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).

**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. A failure to file this certificate of completion by any City shall not render any disbursement hereunder, any project completed with funds derived under this Agreement or the collection of SPLOST proceeds generally, to be illegitimate, unlawful or improper. The County remedy for a failure to so file shall be via written demand and, if no certificate is thereafter filed, to bring an action for specific performance or mandamus to compel such filing.

**Section 11. Expenses**

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and Cities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Cities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

**Section 12. Audits**

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the 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 SPLOST proceeds by the City.

**Section 13    The Debt**

- A. The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of up to \$9,100,000 of debt on behalf of the County (the "Debt"). The Debt shall be issued by the County. The County may use the proceeds of the Debt for the purpose of funding a portion of the County Projects, paying capitalized interest (if any), and paying the cost of issuing the Debt.
- B. The County shall pay the Debt first from the County proceeds of the Sales and Use Tax. In the event that there are insufficient Sales and Use Tax to pay the Debt, the County shall pay any shortfall from its general fund (the "Debt Service Payment"). The County covenants that, in order to make the Debt Service Payment when due from its general fund, to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and it will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payment that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the County to make any payment that may be required to be made from its general fund shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to timely fulfill any such obligation.
- C. In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its account in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall immediately

make such Debt Service Payment to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

- D. The obligation of the County to make the Debt Service Payment and to perform and observe the other agreements on its part contained in this Section shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, (c) will not terminate this Agreement for any cause, including without limiting the generality of the foregoing, failure to complete any County Project, a defect in any County Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.
- E. The County shall be responsible for all aspects of the Debt issuance and repayment process. The Cities are not issuing any bonds or other indebtedness associated with this SPLOST Agreement.

#### Section 14. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, or via overnight commercial carrier, as follows:

##### Rabun County

Chairman, Rabun County Board of Commissioners  
25 Courthouse Square, Suite 201  
Clayton, Georgia 30525

##### City of Dillard

Mayor, City of Dillard  
892 Franklin St.  
Dillard, Georgia 30537

##### City of Mountain City

Mayor, City of Mountain City  
P.O. Box 493  
Mountain City, Georgia 30562

City of Sky Valley

Mayor, City of Sky Valley  
3444 Highway 246  
Dillard, Georgia 30537

City of Tiger

Mayor, City of Tiger  
3010 Old 441 South  
Tiger, Georgia 30576

City of Tallulah Falls

Mayor, City of Tallulah Falls  
P.O. Box 56  
Tallulah Falls, Georgia 30573

**Section 15. Entire Agreement**

This Agreement, including any attachments or exhibits, 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 Special Purpose Local Option Sales Tax. 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 16. 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 17. 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 be held invalid or unconstitutional, 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 19. Compliance with Law**

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

**Section 20. 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 21. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which 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

**COUNTY OF RABUN, GEORGIA**

By: \_\_\_\_\_  
Stanley B. Damell, Chairman

(Seal)  
Attest:

\_\_\_\_\_  
Clerk

**MUNICIPALITY OF TALLULAH FALLS**

By: \_\_\_\_\_

Bruce Vickers, Mayor

Seal)

Attest:

\_\_\_\_\_  
Clerk

**MUNICIPALITY OF TIGER**

By: \_\_\_\_\_

Tom Ramey, Jr., Mayor

(Seal)

Attest:

\_\_\_\_\_  
Clerk

**MUNICIPALITY OF MOUNTAIN CITY**

By: \_\_\_\_\_

Grace Watts, Mayor

(Seal)

Attest:

\_\_\_\_\_  
Clerk

**MUNICIPALITY OF SKY VALLEY**

By: \_\_\_\_\_  
Jim Martindale, Mayor

(Seal)  
Attest:

\_\_\_\_\_  
Clerk

**MUNICIPALITY OF DILLARD**

By: \_\_\_\_\_  
Bill Robinson, Mayor

(Seal)  
Attest:

\_\_\_\_\_  
Clerk

**Exhibit A****PROJECT PROVISIONS**

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

<u>County Projects</u>	<u>SPLOST allocation</u> <sup>1</sup>
Water and Sewer	\$9,100,000
Parks and Recreation (including Golf Course)	\$2,000,000
Solid Waste Management Infrastructure	\$ 300,000
Senior Center	\$ 200,000
Roads, Streets and Bridges	\$5,000,000
Fire	\$1,500,000
<b>Total</b>	<b>\$18,100,000</b>
<u>Dillard Project</u>	<u>SPLOST allocation</u>
Water and Sewer	
Fiber Optic Infrastructure	
City Hall	
Roads and Streets	
<b>Total</b>	<b>\$400,000</b>
<u>Sky Valley Project</u>	<u>SPLOST allocation</u>
Roads	
<b>Total</b>	<b>\$350,000</b>
<u>Mountain City Project</u>	<u>SPLOST allocation</u>
Roads, Streets and Bridges	
Public Safety	
<b>Total</b>	<b>\$500,000</b>

<sup>1</sup> The County may be entitled to receive more than \$18,100,000 in accordance with Exhibit "B."

Tiger Project

SPLOST allocation

Roads, Streets and Bridges  
Park and Recreation  
Municipal Maintenance Building  
Water and Sewer

**Total**

**\$450,000**

Tallulah Falls Project

SPLOST allocation

Water  
Roads, Bridges and Trails  
Public Safety

**Total**

**\$200,000**

**Exhibit "B"****DISBURSEMENT FORMULA**

The Cities and the County agree to the following disbursement formula:

- a. All SPLOST proceeds received shall be disbursed pro rata between the parties to this Agreement until such time as the City receiving the least percentage of SPLOST proceeds has received its entire allotment of SPLOST proceeds (as set forth in Exhibit "A"). Upon receipt of that allotment, the City that has received its entire allotment of SPLOST proceeds shall no longer receive any further proceeds or otherwise be part of the pro rata distribution.
- b. Consequently, and by way of example, the initial SPLOST proceeds shall be disbursed via a monthly one-sixth ( $1/6$ ) split to each party to this Agreement. Upon Tallulah Falls receiving its entire \$200,000 allotment under this Agreement, the next monthly disbursement shall be via a one-sixth ( $1/5$ ) split to each party until Sky Valley has received its \$350,000 allotment. Thereafter, the next monthly disbursement shall be via a one fourth ( $1/4$ ) split until Dillard has received its \$400,000 allotment. Thereafter, the next monthly disbursement shall be via a one-third ( $1/3$ ) split to each party, until such time as Mountain City and Tiger have received their respective allotments. This methodology shall continue until all the Cities have received their respective allotments in accord with Exhibit "A."
- c. After the Cities have received their respective allotments of SPLOST proceeds in accord with Exhibit "A," all remaining SPLOST proceeds, including any and all excess funds, shall be retained exclusively and solely by the County for such use as is provided by law or such use as is otherwise required under this Agreement.

**CITY OF SKY VALLEY**  
**RESOLUTION 12-08**

**RESOLUTION DECLARING PROPERTY SURPLUS**

WHEREAS the below-described property is no longer necessary, useful or suitable for municipal purposes for the City of Sky Valley.

NOW, THEREFORE, BE IT RESOLVED that the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

Meyer CP8.5 Snow Plow as installed on 2000 Chevrolet 1 ton 4wd.

BE IT FURTHER RESOLVED that the Mayor and Finance Officer may do all acts necessary to dispose of this property according to state law.

It is so resolved and approved by vote of the City Council of the City of Sky Valley this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Approved:

\_\_\_\_\_  
James Martindale, Mayor

\_\_\_\_\_  
Neil Howard, Council President

\_\_\_\_\_  
Richard Boyle, Councilor

\_\_\_\_\_  
Bob Larsen, Councilor

Attest:

\_\_\_\_\_  
Maureen Platt, Councilor

\_\_\_\_\_  
Mandi Cantrell, City Clerk

\_\_\_\_\_  
David Whatley, Councilor

TO: LINDA SMITH

12/3/12

FROM: DARNELL MECH.

PRICE TO MOVE BED FROM  
CHEVROLET TO FORD. \$4500

MANY CROSSMEMBERS IN THE  
BED NEED REPLACED. THIS  
WORK WOULD HAVE TO BE DONE  
ON A TIME AND MATERIAL BASIS

THANK YOU

DEXTER DARNELL





# Duval Quote

Franklin Machine Shop

9' Dump Bed Installed 4,635

w/tow hitch 350

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4,985

**RESOLUTION 12-09**

**A RESOLUTION TO PROVIDE FOR THE ADOPTION OF A BUDGET AMENDMENT  
TO THE 2012 FISCAL BUDGET AS ADOPTED BY CITY RESOLUTION 11-08  
AND AMENDED BY RESOLUTION 12-05**

WHEREAS, the City of Sky Valley has a mission to maintain cost effective programs and services while focusing on preserving and enhancing the quality of life that is enjoyed by all Sky Valley residents;

WHEREAS, this mission will be accomplished through a realistic approach in revenue and expenditure forecasting;

WHEREAS, the City Council approved a budget resolution for fiscal year 2012 for the City of Sky Valley on October 18, 2011;

WHEREAS, the City Council approved a budget amendment resolution for fiscal year 2012 for the City of Sky Valley on September 18, 2012;

WHEREAS, the budget is a dynamic rather than static revenue and spending plan which requires adjustment from time to time as circumstances change; and

WHEREAS, these adjustments maintain a balanced budget for all funds;

NOW, THEREFORE, the Council of the City of Sky Valley hereby resolves:

The revenues and expenditures of the government and its activities for the fiscal year beginning January 1, 2012 and ending December 31, 2012 are hereby amended as set forth herein and shall be the City of Sky Valley's budget for the fiscal year 2012.

See Exhibits "A" and "B" attached hereto.

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

It is so resolved and approved by vote of the City Council of the City of Sky Valley this \_\_\_\_ day of \_\_\_\_\_, 2012.

Approved:

\_\_\_\_\_  
James Martindale, Mayor

\_\_\_\_\_  
Neil Howard, Council President

\_\_\_\_\_  
Richard Boyle, Councilor

\_\_\_\_\_  
Robert Larsen, Councilor

\_\_\_\_\_  
Maureen Platt, Councilor

Attest:

\_\_\_\_\_  
Mandi Cantrell, City Clerk

\_\_\_\_\_  
David Whatley, Councilor

# GENERAL FUND BUDGET

2012

## REVENUES

## EXHIBIT "A"

## APPROPRIATIONS

General Property Taxes		Executive	2,050
Real Property	938,730	Legislative	9,500
Personal Property	7,000	General Administration	253,355
Real Estate Transfer	1,700	Fire Services	72,540
Franchise Taxes	50,380	Police	342,670
Intangible Taxes	4,900	Judicial	3,400
Selective Sales and Use Taxes		Housing & Development	26,000
Alcoholic Beverage Excise	450	Public Works	218,960
Business Taxes		Elections	1,500
Occupation Taxes	600		
Insurance Premium Taxes	13,550	<b>TOTAL OPERATING</b>	<b>\$929,975</b>
Penalties & Interest on Taxes	15,700		
Business Licenses	2,700	Fleet Vehicle Replacement	42,000
Alcoholic Beverages		Equipment Replacement	5,500
Non-Business Licenses & Permits	300	Road Improvement Program	460,000
Zoning and Land Use		Debt Service	
Sign		Capital Lease	0
Regulatory Fees	10,500	<b>TOTAL CAPITAL</b>	<b>\$507,500</b>
Building Permits			
Tree Cutting Permits		<b>CONTINGENCY</b>	<b>0</b>
Culture & Recreation	7,500		
Promotional Events		<b>TOTAL APPROPRIATIONS</b>	<b>\$1,437,475</b>
Intergovernmental Revenues	54,500		
Grants	3,000		
Charges for Services	1,025		
Fines & Forfeitures	12,200		
Investment Income	2,920		
Miscellaneous Revenue	625		
Reimbursements	680		
<b>TOTAL OPERATING REVENUE</b>	<b>1,128,960</b>		
Other Financing Sources			
Operating Transfer			
Hotel/Motel Tax Fund	5,400		
Sale of Surplus Property	50		
Capital Leases			
Use of Unreserved Fund Balance	112,935		
Use of Restricted Fund Balance	190,130		
<b>TOTAL REVENUE &amp; OTHER SOURCES</b>	<b>\$1,437,475</b>		

Hotel Motel Tax Fund Budget as Amended | 2012

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**Revenues**

Selective Sales and Use Taxes Hotel/Motel	9,000
<b>TOTAL REVENUE</b>	<b>\$9,000</b>

**Appropriations**

Tourism & Promotions	3,600
Other Financing Uses	5,400
Operating Transfer to General Fund	
<b>TOTAL APPROPRIATIONS</b>	<b>\$9,000</b>

**BUDGET AMENDMENT  
SUMMARY**

**GENERAL FUND**

Budgeted Revenue		Amended Revenue		Difference	Major Contributing Factor(s)
Operating	\$1,116,335	Operating	\$1,128,960	\$12,625	Fines up \$10,000, Permits down \$9,500, Events down \$12,500, Grants up \$19,500, Licenses up \$2,500
Other	\$3,000	Other	\$5,400	\$2,400	Increase in Hotel/Motel
<b>Total Revenue</b>	<b>\$1,119,335</b>		<b>\$1,134,360</b>	<b>\$15,025</b>	
Budgeted Expenditures		Amended Expenditures		Difference	Major Contributing Factor(s)
Operating	\$918,849		\$929,975	\$11,126	Police Budget up \$17,825 H & D Budget down \$6,900
Capital	\$479,130		\$507,500	\$28,370	Road Improvements = \$460,000 Road Vehicles = \$38,000 Plow - \$5,500 Police Vehicles = \$4,000
Contingency	\$0		\$0	\$0	No change
<b>Total Expenditures</b>	<b>\$1,397,979</b>		<b>\$1,437,475</b>	<b>\$39,496</b>	
<b>Use of Unreserved Fund Balance</b>	<b>\$88,514</b>	<b>Use of Unreserved Fund Balance</b>	<b>\$112,935</b>	<b>\$24,421</b>	
<b>Use of Reserved Fund Balance</b>	<b>\$175,000</b>	<b>Use of Reserved Fund Balance</b>	<b>\$175,000</b>	<b>\$0</b>	
	<b>\$14,662</b>		<b>\$14,662</b>		
	<b>\$468</b>		<b>\$468</b>		

**RESOLUTION 12 – 10**

**A RESOLUTION AUTHORIZING ELECTED OFFICIALS OF THE CITY OF SKY VALLEY TO BE COVERED UNDER WORKERS' COMPENSATION AND TO REPEAL RESOLUTION 11-03.**

Be it Resolved by the City Council of Sky Valley, Georgia, and it is hereby resolved by the authority of same:

Section 1. Elected Officials shall be covered under the GMA Workers' Compensation Self-Insurance Fund while performing their duties on behalf of the City.

Section 2. Resolution 11-03 and All Resolutions or parts of Resolutions in conflict herewith are repealed.

Resolved this 6<sup>th</sup> day of December 2012.

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James Martindale, Mayor

Attested:

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Mandi Cantrell, City Clerk

Resolution 11-03

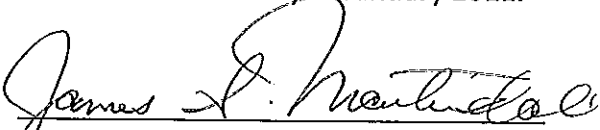
**A RESOLUTION AUTHORIZING VOLUNTEER FIREMEN, CERTIFIED VOLUNTEER POLICEMEN AND ELECTED OFFICIALS OF THE CITY OF SKY VALLEY TO BE COVERED UNDER WORKERS' COMPENSATION**

Be it Resolved by the City Council of Sky Valley, Georgia, and it is hereby resolved by the authority of same:

Section 1. Volunteer Firemen, Certified Volunteer Policemen and Elected Officials shall be covered under the GMA Workers' Compensation Self-Insurance Fund while performing their duties on behalf of the City.

Section 2. All Resolutions or parts of Resolution in conflict herewith are repealed.

Resolved this 18<sup>th</sup> day of January 2011.

  
James Martindale, Mayor

  
Mandi Cantrell, City Clerk