

**TOWN OF TALLULAH FALLS  
STATE OF GEORGIA  
REGULAR COUNCIL MEETING  
255 MAIN STREET, TALLULAH FALLS, GA 30573  
WITH VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC  
JULY 9, 2020, 6:00 PM**

**AGENDA**

- Call to Order**  
**Moment of Silence**
- I. Approval of the Agenda**
- II. Public Hearings**
- A. Budget for Year Ending 06-30-2021  
B. Zoning Map Amendment  
C. Zoning Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts
- III. Consent Agenda**
- Minutes**
- Council Meeting June 4
  - Council Budget Work Session June 18
- Reports**
- Water
  - Police Report
  - Fire Report
  - Financial Report
  - Volunteer Report
- Habersham SPLOST Intergovernmental Agreement**
- IV. Attorney Report**
- V. Old Business**
- A. Blue Line Solutions School Zone Automated Enforcement Program Contract  
B. Document Security
- VI. New Business**
- C. Main Street Grill & BBQ Alcohol License – Beer – Jeffrey Cope  
D. Planning & Zoning Commission appointment – 4-year term ending July 28, 2024  
E. Ratify DDA Appointment from Town Council  
F. Ratify DDA Appointment Kristi Early  
G. Emergency Water Repairs and Improvements  
H. Zoning Map Amendment  
I. Zoning Ordinance to Allow and Regulate Short Term Vacation Rentals in Certain Zoning Districts  
J. 2020 Budget Amendment
- VII. Mayor’s Comments**
- VIII. Public Comments**
- IX. Executive Session (if needed)**
- X. Adjournment**

**The link to watch is: <https://www.youtube.com/channel/UCytr3V3naaBwBwlzBlg-y8A>  
The link to participate is: <https://mkearlydesigngroup.my.webex.com>  
And the meeting number is: 794 499 414**

**TOWN OF TALLULAH FALLS  
STATE OF GEORGIA  
REGULAR COUNCIL MEETING  
255 MAIN STREET, TALLULAH FALLS, GA 30573  
WITH VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC  
JUNE 4, 2020, 6:00 PM**

**MINUTES**

The Council meeting for June 4, 2020 of the Town Council of Tallulah Falls, Georgia was called to order at 6:16 PM by Mayor Mike Early after confirming technology streaming platforms were both functioning. Social distancing protocols were observed as required by an Executive Order issued by Governor Kemp in response to the COVID-19 pandemic. A simultaneous live-stream view of the meeting was available through YouTube at <https://www.youtube.com/channel/UCytr3V3naaBwBwlzBlg-y8A> and had been previously circulated to the media and citizens through e-mail notification. The public was also able to participate in the meeting via Webex with Meeting #794 499 414.

PRESENT WERE: Mayor Mike Early  
Mayor Pro tem Larry Hamilton  
Councilperson Joey Fountain  
Councilperson Craig Weatherly  
Town Clerk Linda Lapeyrouse  
Police Chief Tonya Elrod

PRESENT VIA VIDEO CONFERENCE: Councilperson Deb Goatcher  
Town Attorney Warren Tillery  
Public at large – see attached list

Mayor Early welcomed everyone to the meeting and asked for a moment of silence.

**REGULAR MEETING:**

**A motion was made by Councilperson Weatherly to approve the agenda. The motion was seconded by Councilperson Fountain and unanimously approved.**

The Consent Agenda included minutes of the Council Meeting May 7, 2020, Executive Session May 7, 2020, department reports from Water, Police, Fire, and Finance, ratification of SPLOST project list and CD renewal with Oconee Federal Bank. Copies are attached hereto and made a part hereof. **A motion was made by Councilperson Weatherly to approve the items on the consent agenda. The motion was seconded by Councilperson Hamilton and unanimously approved.**

**REPORTS:**

Attorney Report – Attorney Tillery reported that the Judge had approved the Town’s request to be removed from the Frye property litigation unless and until evidence is shown that the Town owns any of the lots with an interest in the “Park.”

## **OLD BUSINESS:**

**Following a thorough discussion of the parameters, tolerance, flashing hours, times of year, review procedure, education component and potential for negative consequences, a motion was made by Councilperson Weatherly to proceed with Blueline Solutions for the automatic speed enforcement system. The motion was seconded by Councilperson Fountain. The motion passed with Weatherly, Fountain and Goatcher voting in favor of the motion and Hamilton voting against. A motion was then made by Councilperson Fountain to have the Town attorney review the proposed contract. The motion was seconded by Councilperson Weatherly. The motion passed with Weatherly, Fountain and Goatcher voting in favor of the motion and Hamilton voting against. Attorney Tillery will work with Cam Reed at Blueline Solutions to finalize a contract for Council's approval.**

The Charter Amendment approved by Council was re-drafted by legislative counsel which changed some of the original language. The draft bill was worked on by legislative counsel with input from the Town's attorney to make sure we were achieving the Council's desired results. Mayor and Council have reviewed the new bill language. **A motion was made by Councilperson Weatherly to approve the bill language as presented. The motion was seconded by Councilperson Goatcher and unanimously approved.** There is still a chance that the bill will not be taken up this session, but if not, it will be ready for next session.

## **NEW BUSINESS:**

Town Clerk Lapeyrouse reported on some of the document management systems she has been gathering information on. Councilperson Fountain had another contact he recommended. Lapeyrouse will continue to work on a suitable solution. No action was taken.

Councilperson Hamilton submitted a sign permit request for the restaurant on Main Street. As such, he recused himself from any vote on the matter. Hamilton explained that the signs would be the exact same signage that had been previously done and taken by previous tenants. The signs will be a part of the restaurant property and the building going forward. **A motion was made by Councilperson Fountain to approve the sign permit request as presented. The motion was seconded by Councilperson Weatherly. The motion was approved by Fountain, Weatherly and Goatcher. Hamilton recused. Mayor Early also voted yes based on the will and intent of the Council. This was done in case of a possible legal deadlock interpretation. Attorney Tillery explained the deadlock verbiage in the Charter.**

The Downtown Development Authority provided a recommendation for Council to reappoint Dustin Rogers to the DDA. His current term is expiring, and Dustin has indicated a desire to be reappointed. **A motion was made by Councilperson Weatherly to reappoint Dustin Rogers to the DDA. The motion was seconded by Councilperson Fountain and unanimously approved.**

Dates for future work session was discussed. The first budget work session was agreed on by the Mayor and Council as June 18, 2020, at 6 PM. A tentative work session to review the Planning Commission's anticipated recommendation for a Short-Term Vacation Rental Ordinance was set for June 11, 2020, at 6 PM. If needed, another work session for the budget will be June 25, 2020, at 6 PM.

**MAYOR'S COMMENTS: None.**

**PUBLIC COMMENTS:**

Councilperson Hamilton said that the water report from EMS requested a flow meter on the backflush line to monitor water usage. Mayor Early said it would be on the next month's agenda since we did not know about it at the time of setting the agenda. Mayor Early also commented that the Fire Department had not done any flushing of hydrants and EMS would be notified if they do. We should have more information on the tank cleaning proposals by the July meeting as well as the Phase 1 tank work.

Keith Nelms said that the DDA will continue with the current members as suggested by the Town Attorney based on State law interpretation by Dan McRae and legislative counsel. If things are kept as is, any potential issues will be resolved with the Charter change. They will be electing officers at their next meeting.

**There being no other business before the Council, a motion was made by Councilperson Weatherly to adjourn the meeting. The motion was seconded by Councilperson Fountain and unanimously approved.**

**The meeting adjourned at 8:02 PM.**

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*Linda Lapeyrouse, Town Clerk*

**TOWN OF TALLULAH FALLS  
STATE OF GEORGIA  
BUDGET WORK SESSION  
255 MAIN STREET, TALLULAH FALLS, GA 30573  
WITH VIDEO CONFERENCE STREAMING AVAILABLE FOR THE PUBLIC  
JUNE 18, 2020, 6:00 PM**

**MINUTES**

The Budget Work Session for June 18, 2020 of the Town Council of Tallulah Falls, Georgia was called to order at 6:00 PM by Mayor Mike Early. Social distancing protocols were observed in response to the COVID-19 pandemic. A simultaneous live-stream view of the meeting was available through YouTube at <https://www.youtube.com/channel/UCytr3V3naaBwBwlzBlg-y8A> and had been previously circulated to the media and citizens through e-mail notification and the Town's website. The public was also able to participate in the meeting via Webex with Meeting #794 499 414.

**PRESENT WERE:**

Mayor Mike Early  
Mayor Pro tem Larry Hamilton  
Councilperson Joey Fountain  
Councilperson Craig Weatherly  
Town Clerk Linda Lapeyrouse  
Police Chief Tonya Elrod

**PRESENT VIA VIDEO CONFERENCE:**

Councilperson Deb Goatcher  
Public at large – see attached list

**WORK SESSION:**

**A motion was made by Councilperson Weatherly to approve the agenda. The motion was seconded by Councilperson Fountain and unanimously approved.**

Mayor Early made a statement regarding his recommended budget. The budget recommended lowering the Clerk's salary, increasing police presence, and addressing Town Hall hours of operation. Mayor Early explained that his recommendation had nothing to do with the current Clerk but felt the salary was out of sync with other small municipalities.

The Mayor and Council then reviewed each department's line-item budget. Changes to the Mayor's recommended budget included leaving the salary of the Clerk at the current rate, increasing the salary of the Police Chief to \$55,000, and leaving part-time police salaries at \$12,000 until such a time as the GCIC program is implemented and able to support an additional salary. Councilperson Goatcher stated the importance of investing in your employees.

**The budget will be modified to reflect the discussion from the work session and will be advertised to the public. A public hearing will be scheduled at least one week prior to adoption of the budget.**

**There being no other business before the Council, a motion was made by Councilperson Fountain to adjourn the meeting. The motion was seconded by Councilperson Weatherly and unanimously approved.**

**The meeting adjourned at 7:35 PM.**

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Linda Lapeyrouse, Town Clerk

DRAFT

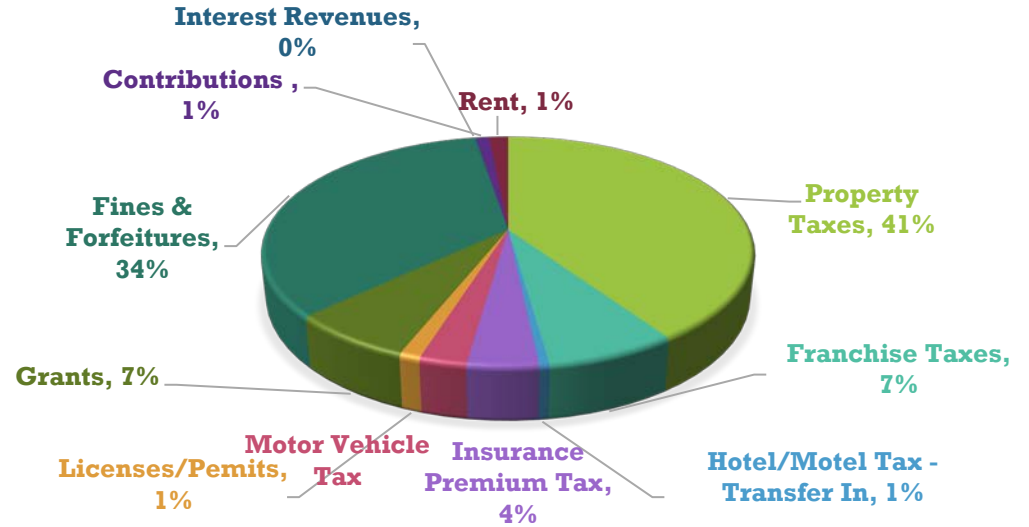
# GENERAL FUND BUDGET SUMMARY

## General Fund Revenue

Property Taxes	\$130,670
Franchise Taxes	\$23,435
Hotel/Motel Tax -Transfer In	\$1,800
Insurance Premium Tax	\$12,700
Motor Vehicle Tax	\$8,500
Licenses/Pemits	\$3,800
Grants	\$22,400
Fines & Forfeitures	\$110,793
Interest Revenues	\$365
Contributions	\$3,400
Rent	\$4,800

Total Revenue **\$322,663**

## GENERAL FUND REVENUES



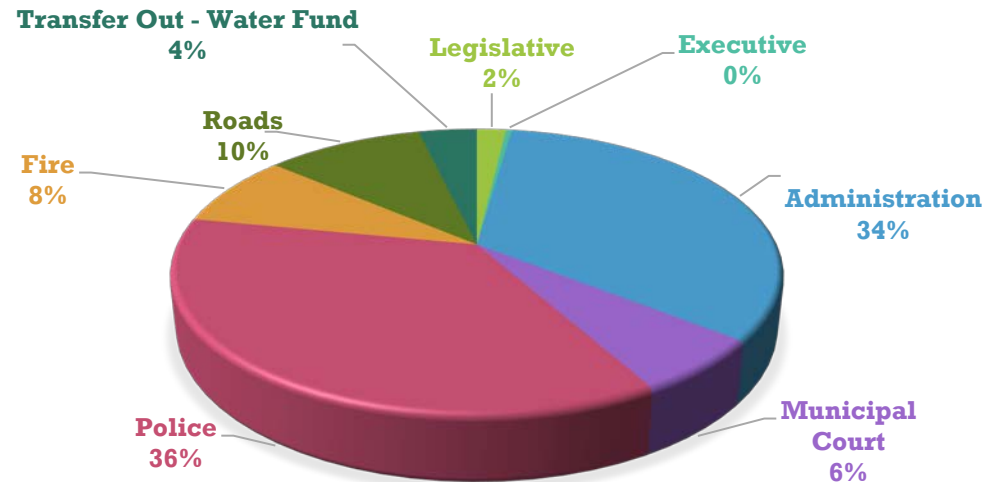
## Expenditures

Legislative	\$6,000
Executive	\$1,190
Administration	\$107,894
Municipal Court	\$20,000
Police	\$116,787
Fire	\$26,492
Roads	\$32,300
Transfer Out - Water Fund	\$12,000

Total Expenditures **\$322,663**

NET **\$0**

## GENERAL FUND EXPENDITURES



## WATER FUND BUDGET SUMMARY

Water Fund Income	
Charges for Service	\$55,000
Tap-on Fees	\$1,500
Penalties/Late Fees	\$230
Interest Revenues	\$50
Interfund Transfer In - GF	\$12,000
<b>Total Operating Income</b>	<b>\$68,780</b>

Water Fund Capital Budget	
Interfund Transfer In - SPLOST XIX	\$93,224
<b>Total Capital Income</b>	<b>\$93,224</b>

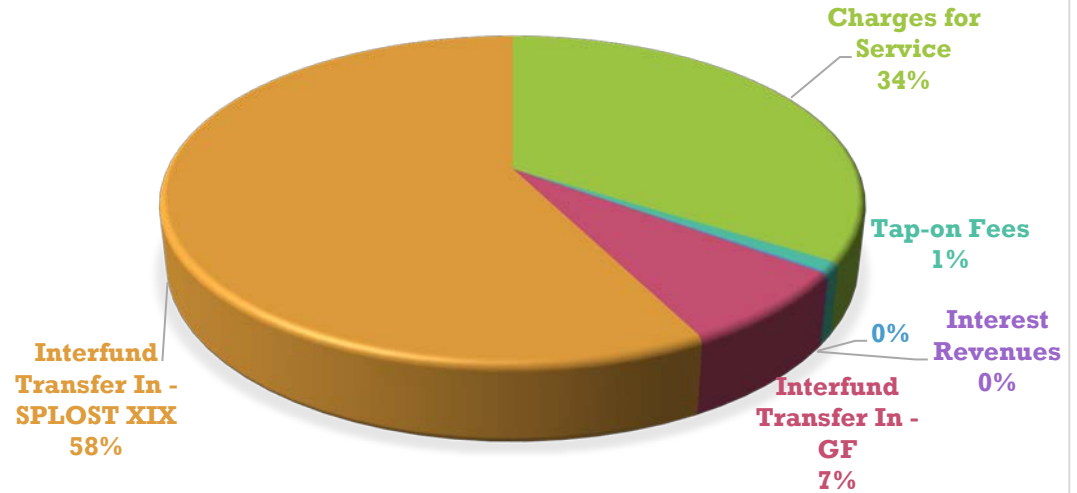
<b>Total Water Fund Income</b>	<b>\$162,004</b>
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Water Fund Expenses	
Salaries	\$12,000
Employee Benefits	\$2,560
Professional Services	\$16,750
Other Purchased Services	\$3,025
Repairs/ Maintenance	\$16,595
Supplies	\$17,800
Other Charges	\$50
<b>Total Operating Expenses</b>	<b>\$68,780</b>

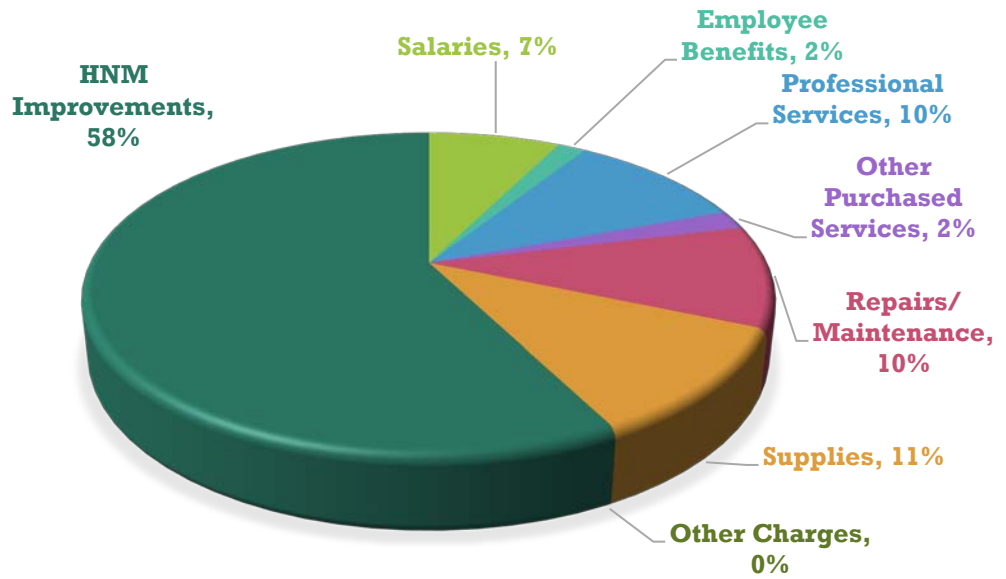
Water Fund Capital Budget	
<b>Water System Capital Projects</b>	
HNM Improvements	\$93,224
<b>Total Water Fund Capital Expenses</b>	<b>\$93,224</b>

<b>Total Water Fund Expenses</b>	<b>\$162,004</b>
<b>NET income/expenses</b>	<b>\$0</b>

### WATER FUND OPERATING INCOME



### WATER FUND EXPENSES





## CAPITAL PROJECTS BUDGET OVERVIEW

### Grant Fund

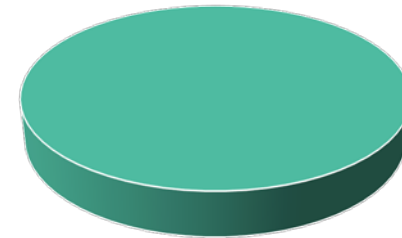
#### Revenue and Other Sources

LMIG (2019)	13,619
LMIG (2020)	14,966
<b>TOTAL REVENUE SOURCES</b>	<b>28,585</b>

#### Expenditures

Roads/Bridges	
Road Paving LMIG Project	\$28,585
<b>TOTAL EXPENDITURES</b>	<b>\$28,585</b>

### LMIG Capital Budget Expenses



■ Road Paving LMIG Project

### SPLOST IV FUND

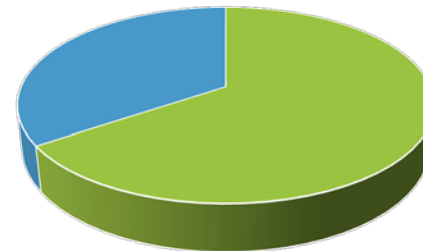
#### Revenue and Other Sources

SPLOST IV (prior years)	\$6,239
Interest Revenue	\$15
<b>TOTAL REVENUE SOURCES</b>	<b>\$6,254</b>

#### Expenditures

Roads/Bridges	
LMIG 30% Match 2019	\$4,100
River Street Culvert (partial pay)	\$2,154
<b>TOTAL EXPENDITURES</b>	<b>\$6,254</b>

### SPLOST IV Capital Budget Expenses



■ LMIG 30% Match 2019    ■ River Street Culvert (partial pay)

## CAPITAL PROJECTS BUDGET OVERVIEW

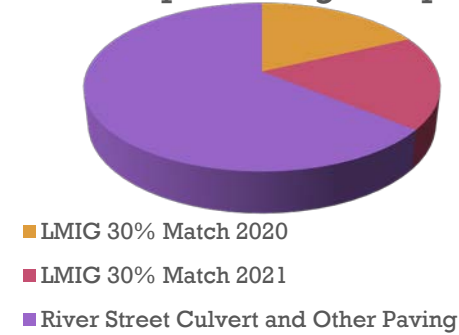
### SPLOST VI FUND

Revenue and Other Sources	
SPLOST VI (prior years)	\$25,000
<b>TOTAL REVENUE SOURCES</b>	<b>\$25,000</b>

#### Expenditures

Roads/Bridges	
LMIG 30% Match 2020	\$4,490
LMIG 30% Match 2021	\$4,490
River Street Culvert and Other Paving	\$16,020
<b>TOTAL EXPENDITURES</b>	<b>\$25,000</b>

SPLOST VI Capital Budget Expenses



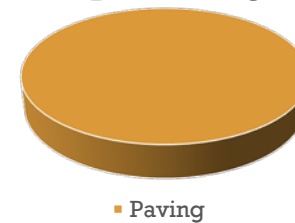
### SPLOST XIII FUND

Revenue and Other Sources	
SPLOST XIII (prior years)	\$25,000
<b>TOTAL REVENUE SOURCES</b>	<b>\$25,000</b>

#### Expenditures

Roads/Bridges	
Paving	\$25,000
<b>TOTAL EXPENDITURES</b>	<b>\$25,000</b>

SPLOST XIII Capital Budget Expenses



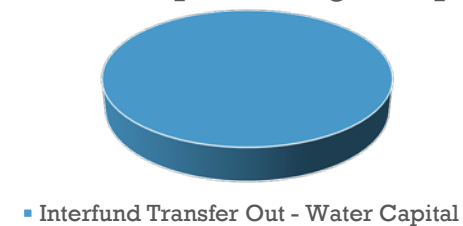
### SPLOST XIX FUND

Revenue and Other Sources	
SPLOST XIX (prior years)	\$93,224
<b>TOTAL REVENUE SOURCES</b>	<b>\$93,224</b>

#### Expenditures

Water System	
Interfund Transfer Out - Water Capital	\$93,224
<b>TOTAL EXPENDITURES</b>	<b>\$93,224</b>

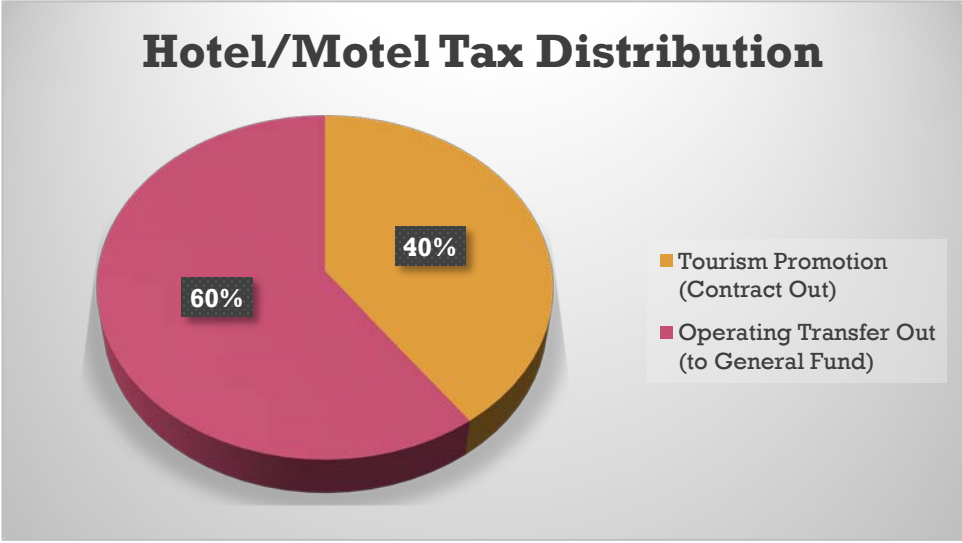
SPLOST XIX Capital Budget Expenses



**SPECIAL REVENUE FUND  
HOTEL/MOTEL TAX  
BUDGET OVERVIEW**

**FYE21 Budget**

Income		
	Hotel/Motel Tax	3,000
<b>Total Income</b>		<b>3,000</b>
Expenses		
	Supplies	
	Tourism Promotion (Contract Out)	1,200
	Operating Transfer Out (to General Fund)	1,800
<b>Total Expense</b>		<b>3,000</b>
<b>Net Income</b>		<b>0</b>



	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
Ordinary Income/Expense				
Income				
31.0000 · Taxes				
31.1000 · General Property Taxes				
31.1100 · Real Property Current	123,085	131,705	123,900	130,000
31.1200 · Real Property Prior Year	163	0	0	0
31.1300 · Personal Property Current	341	276	400	300
31.1310 · Personal Property Motor Vehicle	23,535	482	20,000	500
31.1315 · Personal Property Tax - TAVT	37,313	7,471	35,000	8,000
31.1320 · Personal Property Mobile Homes	61	61	0	70
31.1700 · Franchise Taxes				
31.1710 · Electric	22,867	21,769	23,000	23,000
31.1730 · Gas	235	229	235	235
31.1760 · Telephone	208	226	200	200
Total 31.1700 · Franchise Taxes	23,310	22,223	23,435	23,435
31.4200 · Alcoholic Beverage Excise Tax	0	0	0	0
31.6200 · Insurance Premium Tax	11,970	12,715	12,000	12,700
Total 31.1000 · General Property Taxes	219,779	174,933	214,735	175,005
31.1340 · Intangible Tax	311	170	0	150
31.9000 · Penalties and Interest	7	182	25	150
Total 31.0000 · Taxes	220,097	175,284	214,760	175,305
32.0000 · Licenses and Permits				
32.1000 · Business Licenses				
32.1100 · Alcoholic Beverage License	0	0	100	400
32.1200 · General Business License				
32.1220 · Insurance	990	1,508	1,000	1,500
32.1200 · General Business License - Other	1,115	350	1,100	300
Total 32.1200 · General Business License	2,105	1,858	2,100	1,800
Total 32.1000 · Business Licenses	2,105	1,858	2,200	2,200
32.2000 · Non-Business Lic & Permits				
32.2200 · Building & Signs				
32.2210 · Zoning and Land Use Permits	0	800	0	500
32.2230 · Sign	50	0	0	100
Total 32.2200 · Building & Signs	50	800	0	600
Total 32.2000 · Non-Business Lic & Permits	50	800	0	600
32.3000 · Regulatory Fees				
32.3100 · Building Permits	875	1,025	550	1,000
32.3200 · Vendor Entertainment Permit	170	0	0	0
Total 32.3000 · Regulatory Fees	1,045	1,025	550	1,000
Total 32.0000 · Licenses and Permits	3,200	3,683	2,750	3,800

	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
33.0000 · Intergovernmental Revenues				
33.4000 · State Government Grants LMIG	22,399	14,966	13,619	14,900
33.6000 · Local Government Grant	0	0	4,500	0
33.9999 · Other - GEMA/FEMA/HS				
33.9979 · GMA Safety Grant	0	5,854	6,000	6,000
33.9989 · Firewise Grant	0	0	4,381	1,500
Total 33.9999 · Other - GEMA/FEMA/HS	0	5,854	10,381	7,500
Total 33.0000 · Intergovernmental Revenues	22,399	20,821	28,500	22,400
34.0000 · Charges for Service				
34.1100 · Court Costs, Fees and Charges	418	6	0	0
34.1400 · Printing and Duplicating Serv	-45	0	0	0
34.9000 · Other charges for services				
34.9900 · Late Fees	26	0	0	0
Total 34.0000 · Charges for Service	398	6	0	0
35.0000 · Fines and Forfeitures				
35.1000 · Fines and Forfeitures	133,696	101,142	81,500	110,793
35.0000 · Fines and Forfeitures - Other	-3,660	0	0	0
Total 35.0000 · Fines and Forfeitures	130,036	101,142	81,500	110,793
36.0000 · Investment Income				
36.1000 · Interest Revenues	895	407	800	365
Total 36.0000 · Investment Income	895	407	800	365
37.0000 · Contributions and Donations	3,218	534	4,000	3,400
38.0000 · Miscellaneous				
38.1000 · Rent	5,094	4,000	4,800	4,800
38.9000 · Other	523	14	0	0
38.9100 · Overpayments to vendors	5,115	970	0	0
38.9200 · Reimbursement for Insurance	4,932	4,949	4,390	0
Total 38.0000 · Miscellaneous	15,663	9,933	9,190	4,800
39.0000 · Other Financing Sources				
39.1002 · Interfund transfer in - H/M TF	2,185	1,007	1,200	1,800
39.2000 · Proceeds of capital asset sale	50	16,244	10,000	0
Total 39.0000 · Other Financing Sources	2,235	17,251	11,200	1,800
Total Income	398,141	329,060	352,700	322,663
Gross Profit	398,141	329,060	352,700	322,663
Expense				
InterFund Transfer Out - Water Fund				-12,000
Total Expense				-12,000
Net Ordinary Income	398,141	329,060	352,700	310,663
Net Income	398,141	329,060	352,700	310,663
		Total Revenue less all Departmental Expenses:		0

	<u>FYE19</u>	<u>FYE20 - YTD</u>	<u>FYE20</u>	<u>FYE21</u>
	<u>Jul '18 - Jun 19</u>	<u>Jul 1, '19 - May 15, 20</u>	<u>Budget</u>	<u>Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Expense</b>				
<b>51.0000 · Personal Svs. Salaries &amp; Wages</b>				
51.1110 · Elected Official Salary	4,076	2,597	3,600	2,400
<b>Total 51.0000 · Personal Svs. Salaries &amp; Wages</b>	<u>4,076</u>	<u>2,597</u>	<u>3,600</u>	<u>2,400</u>
<b>51.2000 · Employee Benefits</b>				
51.2200 · Social Security	223	149	224	150
51.2300 · Medicare	52	35	53	40
51.2600 · Unemployment Insurance	11	24	23	30
<b>Total 51.2000 · Employee Benefits</b>	<u>287</u>	<u>207</u>	<u>300</u>	<u>220</u>
<b>52.0000 · Purchased/Contracted Services</b>				
<b>52.3000 · Other Purchased Services</b>				
52.3100 · Insurance other than WC/Health	637	449	650	500
52.3500 · Travel/Meals/Hotel	0	342	2,900	1,000
52.3600 · Dues/Fees	225	0	0	0
52.3700 · Education/Training	0	1,165	1,590	1,500
52.3900 · Other				
52.3910 · Software Subscriptions	113	300	450	380
<b>Total 52.3900 · Other</b>	<u>113</u>	<u>300</u>	<u>450</u>	<u>380</u>
<b>Total 52.3000 · Other Purchased Services</b>	<u>974</u>	<u>2,256</u>	<u>5,590</u>	<u>3,380</u>
<b>Total 52.0000 · Purchased/Contracted Services</b>	<u>974</u>	<u>2,256</u>	<u>5,590</u>	<u>3,380</u>
<b>Total Expense</b>	<u>5,337</u>	<u>5,060</u>	<u>9,490</u>	<u>6,000</u>

	<u>FYE19</u>	<u>FYE20 - YTD</u>	<u>FYE20</u>	<u>FYE21</u>
	<u>Jul '18 - Jun 19</u>	<u>Jul 1, '19 - May 15, 20</u>	<u>Budget</u>	<u>Budget</u>
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1110 · Elected Official Salary	1,500	975	1,500	900
<b>Total 51.0000 · Personal Svs. Salaries &amp; Wages</b>	<b>1,500</b>	<b>975</b>	<b>1,500</b>	<b>900</b>
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	35	44	215	0
51.2200 · Social Security	93	60	93	60
51.2300 · Medicare	22	14	22	15
51.2600 · Unemployment Insurance	5	9	10	5
<b>Total 51.2000 · Employee Benefits</b>	<b>155</b>	<b>128</b>	<b>340</b>	<b>80</b>
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1310 · IT Services	0	450	1,080	0
52.1300 · Technical - Other	858	0	0	0
<b>Total 52.1300 · Technical</b>	<b>858</b>	<b>450</b>	<b>1,080</b>	<b>0</b>
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	159	112	160	150
52.3500 · Travel/Meals/Hotel	966	228	2,815	0
52.3600 · Dues/Fees	75	0	0	0
52.3700 · Education/Training	740	390	2,185	0
52.3900 · Other				
52.3910 · Software Subscriptions	38	88	150	60
<b>Total 52.3900 · Other</b>	<b>38</b>	<b>88</b>	<b>150</b>	<b>60</b>
<b>Total 52.3000 · Other Purchased Services</b>	<b>1,978</b>	<b>818</b>	<b>5,310</b>	<b>210</b>
<b>Total 52.0000 · Purchased/Contracted Services</b>	<b>2,836</b>	<b>1,268</b>	<b>6,390</b>	<b>210</b>
53.0000 · Supplies				
53.1300 · Food	53	0	100	0
<b>Total 53.0000 · Supplies</b>	<b>53</b>	<b>0</b>	<b>100</b>	<b>0</b>
<b>Total Expense</b>	<b>4,543</b>	<b>2,371</b>	<b>8,330</b>	<b>1,190</b>

Ordinary Income/Expense Expense	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 15, 20	Budget	Budget
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	42,227	30,658	36,000	36,000
51.1200 · Temporary Employees	0	5,604	5,604	0
Total 51.0000 · Personal Svs. Salaries & Wages	42,227	36,262	41,604	36,000
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance				
51.2101 · Cobra Insurance	6,975	3,480	3,480	0
51.2100 · Group Employee Insurance - Other	9,010	4,678	5,400	5,400
Total 51.2100 · Group Employee Insurance	15,985	8,158	8,880	5,400
51.2200 · Social Security	2,464	2,258	2,235	2,232
51.2300 · Medicare	647	520	525	522
51.2400 · Retirement contributions	700	1,000	1,200	1,200
51.2600 · Unemployment Insurance	89	215	215	100
51.2700 · Workers' Compensation	267	269	270	270
Total 51.2000 · Employee Benefits	20,152	12,421	13,325	9,724
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative				
52.1102 · Payroll/Administrative	2,132	2,457	2,600	2,400
Total 52.1100 · Official/administrative	2,132	2,457	2,600	2,400
52.1200 · Professional				
52.1210 · Auditor	6,310	5,000	5,000	5,000
52.1230 · Legal	23,096	25,362	24,285	18,000
Total 52.1200 · Professional	29,406	30,362	29,285	23,000
Total 52.1000 · Professional Services	31,538	32,819	31,885	25,400
52.1300 · Technical				
52.1310 · IT Services	0	5,325	5,900	5,900
52.1300 · Technical - Other	15,793	258	500	0
Total 52.1300 · Technical	15,793	5,583	6,400	5,900
52.2000 · Purchased-property services				
52.2100 · Cleaning services	2,600	1,800	2,400	2,400
52.2110 · Garbage Disposal	0	255	255	240
Total 52.2000 · Purchased-property services	2,600	2,055	2,655	2,640
52.2200 · Repairs & Maintenance				
52.2220 · Building	1,601	512	600	500
Total 52.2200 · Repairs & Maintenance	1,601	512	600	500
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	5,688	717	2,740	1,000



	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 15, 20	Budget	Budget
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	770	452	540	0
52.3265 · GOV domain & web hosting	854	432	500	500
52.3270 · Postage	271	214	500	300
52.3200 · Communications - Other	4,627	3,553	4,180	4,180
<b>Total 52.3200 · Communications</b>	<b>6,522</b>	<b>4,651</b>	<b>5,720</b>	<b>4,980</b>
52.3301 · Advertising	2,095	1,891	7,000	3,000
52.3400 · Printing and binding	283	186	500	300
52.3500 · Travel/Meals/Hotel	0	0	100	500
52.3600 · Dues/Fees	3,471	3,433	2,500	2,000
52.3700 · Education/Training	0	0	100	700
52.3850 · Contract Labor				
52.3870 · Elections / Poll Workers	0	2,122	2,245	5,000
52.3850 · Contract Labor - Other	1,280	0	275	0
<b>Total 52.3850 · Contract Labor</b>	<b>1,280</b>	<b>2,122</b>	<b>2,520</b>	<b>5,000</b>
52.3900 · Other				
52.3910 · Software Subscriptions	125	817	1,160	1,000
<b>Total 52.3900 · Other</b>	<b>125</b>	<b>817</b>	<b>1,160</b>	<b>1,000</b>
<b>Total 52.3000 · Other Purchased Services</b>	<b>19,466</b>	<b>13,817</b>	<b>22,340</b>	<b>18,480</b>
<b>Total 52.0000 · Purchased/Contracted Services</b>	<b>70,997</b>	<b>54,787</b>	<b>63,880</b>	<b>52,920</b>
53.0000 · Supplies				
53.1100 · General Supplies	2,341	2,091	2,500	2,500
53.1200 · Energy				
53.1220 · Natural Gas	2,348	1,952	2,250	2,000
53.1230 · Electricity	5,793	2,784	4,000	4,000
<b>Total 53.1200 · Energy</b>	<b>8,140</b>	<b>4,736</b>	<b>6,250</b>	<b>6,000</b>
53.1400 · Books/Periodicals	0	66	0	0
53.1600 · Small Equipment	0	0	0	0
<b>Total 53.0000 · Supplies</b>	<b>10,481</b>	<b>6,893</b>	<b>8,750</b>	<b>8,500</b>
54.0000 · Capital Outlay				
54.1300 Buildings/Improvements	0	0	0	0
<b>Total 54.0000 · Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
57.2000 · Payments to other agencies				
57.2010 · Marketing & Tourism	2,085	250	250	250
57.2020 · Economic Development	2,500	9,000	10,500	0
<b>Total 57.2000 · Payments to other agencies</b>	<b>4,585</b>	<b>9,250</b>	<b>10,750</b>	<b>250</b>
58.000 · Miscellaneous Expense	0	323	500	500
<b>Total Expense</b>	<b>148,443</b>	<b>119,935</b>	<b>138,809</b>	<b>107,894</b>

	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	0	10,615	12,000	12,000
Total 51.0000 · Personal Svs. Salaries & Wages	0	10,615	12,000	12,000
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	0	1,559	2,250	2,000
51.2200 · Social Security	0	626	745	745
51.2300 · Medicare	0	147	175	175
51.2600 · Unemployment Insurance	0	9	50	50
Total 51.2000 · Employee Benefits	0	2,341	3,220	2,970
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1250 · Judge	3,750	2,850	3,000	3,800
52.1250 · Indigent Defense Attorney	0	0	0	480
Total 52.1200 · Professional	3,750	2,850	3,000	4,280
Total 52.1000 · Professional Services	3,750	2,850	3,000	4,280
52.3200 · Communications				
52.3270 · Postage	0	65	0	100
Total 52.3200 · Communications	0	65	0	100
52.3500 · Travel/Meals/Hotel	224	0	500	220
52.3600 · Dues/Fees	32	23	30	30
52.3652 · Peace Officer A/B	3,274	0	0	
52.3653 · POPIDF-A	5,457	0	0	
52.3654 · POPIDF-B	5,918	0	0	
52.3655 · Victim's Assistance	2,951	0	0	
52.3656 · Brain & Spinal	287	0	0	
52.3657 · GA Crime Victim	78	0	0	
52.3658 · Rabun Co. Jail	3,115	0	0	
52.3659 · Crime Lab	75	0	0	
52.3661 · Witness Fees	0	0	100	50
52.3662 · Driver's Ed	840	0	0	
52.3665 · Tech Fund	3,888	0	0	
52.3670 · Interpreter	0	0	100	100
52.3700 · Education/Training	225	0	400	225
Total 52.3000 · Other Purchased Services	26,364	88	1,130	725
Total 52.0000 · Purchased/Contracted Services	30,114	2,938	4,130	5,005
53.0000 · Supplies				
53.1100 · General Supplies	70	0	100	25
Total Expense	30,184	15,895	19,450	20,000

Ordinary Income/Expense Expense	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
<b>51.0000 · Personal Svs. Salaries &amp; Wages</b>				
51.1150 · Police Chief	35,070	35,385	40,000	55,000
51.1151 · Police-Full Time	17,649	0	0	0
51.1153 · Police - Part time	8,514	12,668	12,000	12,000
<b>Total 51.0000 · Personal Svs. Salaries &amp; Wages</b>	<b>61,233</b>	<b>48,052</b>	<b>52,000</b>	<b>67,000</b>
<b>51.2000 · Employee Benefits</b>				
51.2100 · Group Employee Insurance	11,036	7,537	9,000	9,000
51.2200 · Social Security	3,576	2,852	3,370	4,154
51.2300 · Medicare	842	667	800	972
51.2400 · Retirement contributions	1,800	1,300	1,500	1,200
51.2410 · Retirement POAB	482	0	0	240
51.2600 · Unemployment Insurance	70	476	500	500
51.2700 · Workers' Compensation	6,082	5,918	5,920	6,000
<b>Total 51.2000 · Employee Benefits</b>	<b>23,888</b>	<b>18,750</b>	<b>21,090</b>	<b>22,066</b>
<b>52.0000 · Purchased/Contracted Services</b>				
<b>52.1300 · Technical</b>				
52.1310 · IT Services	0	3,150	4,230	3,000
52.1300 · Technical - Other	2,680	0	0	0
<b>Total 52.1300 · Technical</b>	<b>2,680</b>	<b>3,150</b>	<b>4,230</b>	<b>3,000</b>
<b>52.2200 · Repairs &amp; Maintenance</b>				
52.2230 · Equipment	75	676	700	750
52.2250 · Vehicle	2,301	481	1,000	1,000
<b>Total 52.2200 · Repairs &amp; Maintenance</b>	<b>2,376</b>	<b>1,157</b>	<b>1,700</b>	<b>1,750</b>
<b>52.3000 · Other Purchased Services</b>				
52.3100 · Insurance other than WC/Health	3,499	1,889	2,000	2,000
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	1,305	1,011	1,250	1,500
<b>Total 52.3200 · Communications</b>	<b>1,305</b>	<b>1,011</b>	<b>1,250</b>	<b>1,500</b>
52.3400 · Printing and binding	260	372	400	400
52.3500 · Travel/Meals/Hotel	0	595	1,000	1,000
52.3600 · Dues/Fees	3,090	459	3,000	1,000
52.3700 · Education/Training	1,000	145	500	1,000
52.3900 · Other				
52.3910 · Software Subscriptions	38	155	250	160
<b>Total 52.3900 · Other</b>	<b>38</b>	<b>155</b>	<b>250</b>	<b>160</b>
<b>Total 52.3000 · Other Purchased Services</b>	<b>9,191</b>	<b>4,627</b>	<b>8,400</b>	<b>7,060</b>
<b>Total 52.0000 · Purchased/Contracted Services</b>	<b>14,247</b>	<b>8,934</b>	<b>14,330</b>	<b>11,810</b>
<b>53.0000 · Supplies</b>				

	<u>FYE19</u>	<u>FYE20 - YTD</u>	<u>FYE20</u>	<u>FYE21</u>
	<u>Jul '18 - Jun 19</u>	<u>Jul 1, '19 - May 19, 20</u>	<u>Budget</u>	<u>Budget</u>
53.1100 · General Supplies				
53.1101 · Safety	3,217	3,902	3,910	3,000
53.1155 · Uniforms	1,680	910	950	1,500
53.1100 · General Supplies - Other	1,215	2,110	2,200	2,000
<b>Total 53.1100 · General Supplies</b>	<b>6,112</b>	<b>6,922</b>	<b>7,060</b>	<b>6,500</b>
53.1200 · Energy				
53.1270 · Gasoline/Diesel	8,040	4,643	5,500	6,000
<b>Total 53.1200 · Energy</b>	<b>8,040</b>	<b>4,643</b>	<b>5,500</b>	<b>6,000</b>
53.1300 · Food				
53.1800 · Community Benefits	290	300	300	300
<b>Total 53.1300 · Food</b>	<b>290</b>	<b>300</b>	<b>300</b>	<b>300</b>
53.1400 · Books/Periodicals	66	73	100	100
53.1600 · Small Equipment	5,715	2,884	3,000	3,000
<b>Total 53.0000 · Supplies</b>	<b>20,223</b>	<b>14,822</b>	<b>15,960</b>	<b>15,900</b>
58.000 · Miscellaneous Expense	0	0	1,626	11
<b>Total Expense</b>	<b>119,591</b>	<b>90,558</b>	<b>105,006</b>	<b>116,787</b>

	FYE19	FYE20 - YTD	FYE20	FYE21
	<u>Jul '18 - Jun 19</u>	<u>Jul 1, '19 - May 19, 20</u>	<u>Budget</u>	<u>Budget</u>
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1200 · Temporary Employees	4,000	0	0	0
Total 51.0000 · Personal Svs. Salaries & Wages	<u>4,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
51.2000 · Employee Benefits				
51.2200 · Social Security	201	0	0	0
51.2300 · Medicare	47	0	0	0
51.2600 · Unemployment Insurance	13	0	0	0
51.2700 · Workers' Compensation	469	679	700	700
Total 51.2000 · Employee Benefits	<u>730</u>	<u>679</u>	<u>700</u>	<u>700</u>
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1301 · Safety	676	330	1,042	1,042
Total 52.1300 · Technical	<u>676</u>	<u>330</u>	<u>1,042</u>	<u>1,042</u>
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	829	0	1,000	1,000
52.2250 · Vehicle	4,809	3,498	4,000	5,000
Total 52.2200 · Repairs & Maintenance	<u>5,638</u>	<u>3,498</u>	<u>5,000</u>	<u>6,000</u>
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	4,164	4,767	4,950	5,000
52.3500 · Travel/Meals/Hotel	485	0	4,000	4,000
52.3600 · Dues/Fees				
52.3610 · Fire/Other (Heavy Hwy User)	200	0	206	200
52.3600 · Dues/Fees - Other	2,086	0	2,056	2,100
Total 52.3600 · Dues/Fees	<u>2,286</u>	<u>0</u>	<u>2,262</u>	<u>2,300</u>
52.3700 · Education/Training	0	0	856	500
52.3910 · Software Subscriptions	53	120	120	150
Total 52.3900 · Other	<u>53</u>	<u>120</u>	<u>120</u>	<u>150</u>
Total 52.3000 · Other Purchased Services	<u>6,987</u>	<u>4,887</u>	<u>12,188</u>	<u>11,950</u>
Total 52.0000 · Purchased/Contracted Services	<u>13,301</u>	<u>8,714</u>	<u>18,230</u>	<u>18,992</u>
53.0000 · Supplies				
53.1100 · General Supplies				
53.1101 · Safety	838	1,732	2,950	3,000
53.1100 · General Supplies - Other	62	259	7,283	2,500
Total 53.1100 · General Supplies	<u>900</u>	<u>1,991</u>	<u>10,233</u>	<u>5,500</u>
53.1300 · Food	157	0	300	300
53.1600 · Small Equipment	0	224	1,000	1,000
Total 53.0000 · Supplies	<u>1,057</u>	<u>2,215</u>	<u>11,533</u>	<u>6,800</u>
Total Expense	<u>19,088</u>	<u>11,608</u>	<u>30,463</u>	<u>26,492</u>

Ordinary Income/Expense Expense	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	656	0	0	0
Total 51.0000 · Personal Svs. Salaries & Wages	656	0	0	0
51.2000 · Employee Benefits				
51.2200 · Social Security	35	0	0	0
51.2300 · Medicare	2	0	0	0
51.2600 · Unemployment Insurance	0	0	0	0
Total 51.2000 · Employee Benefits	37	0	0	0
52.0000 · Purchased/Contracted Services				
52.2000 · Purchased-property services				
52.2140 · Lawn Care (Mowing/Cleaning ROW)				
52.2150 · Tree Trimming	5,750	0	5,000	1,500
52.2140 · Lawn Care (Mowing/Cleaning ROW) - Other	0	9,360	14,400	9,600
Total 52.2140 · Lawn Care (Mowing/Cleaning ROW)	5,750	9,360	19,400	11,100
Total 52.2000 · Purchased-property services	5,750	9,360	19,400	11,100
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	161	0	613	100
52.2240 · Roads/Streets	410	0	2,500	1,000
Total 52.2200 · Repairs & Maintenance	571	0	3,113	1,100
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	519	531	531	550
Total 52.3000 · Other Purchased Services	519	531	531	550
Total 52.0000 · Purchased/Contracted Services	6,840	9,891	23,044	12,750
53.0000 · Supplies				
53.1100 · General Supplies	542	361	489	550
53.1200 · Energy				
53.1230 · Electricity	3,844	2,933	4,000	4,000
53.1270 · Gasoline/Diesel	303	65	0	100
Total 53.1200 · Energy	4,147	2,999	4,000	4,100
Total 53.0000 · Supplies	4,689	3,360	4,489	4,650
54.0000 · Capital Outlay				
54.1400 · Infrastructure/Roads	13,619	0	13,619	14,900
Total 54.0000 · Capital Outlay	13,619	0	13,619	14,900
Total Expense	25,841	13,251	41,152	32,300

	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
34.0000 · Charges for Service				
34.4000 · Utilities				
34.4110 · Refuse Collection Charges	992	0	0	0
34.4200 · Connect/Reconnect Fees	0	1,500	1,500	1,500
44.4210 · Water Charges	27,471	47,264	63,000	55,000
<b>Total 34.4000 · Utilities</b>	<b>28,463</b>	<b>48,764</b>	<b>64,500</b>	<b>56,500</b>
34.9000 · Other charges for services				
34.9300 · Bad Check Fees	30	70	0	0
34.9900 · Late Fees	197	158	230	230
<b>Total 34.9000 · Other charges for services</b>	<b>227</b>	<b>228</b>	<b>230</b>	<b>230</b>
<b>Total 34.0000 · Charges for Service</b>	<b>28,690</b>	<b>48,992</b>	<b>64,730</b>	<b>56,730</b>
36.0000 · Investment Income				
36.1000 · Interest Revenues	54	127	50	50
<b>Total 36.0000 · Investment Income</b>	<b>54</b>	<b>127</b>	<b>50</b>	<b>50</b>
37.1000 · Administration Cont/Don	200	0	0	0
38.0000 · Miscellaneous	0	28,845	0	0
39.0000 · Other Financing Sources				
39.1000 · Interfund transfer in - GF	16,372	0	0	12,000
39.1001 · Interfund Transfer In - SPLOST	0	0	93,659	93,224
<b>Total 39.0000 · Other Financing Sources</b>	<b>16,372</b>	<b>0</b>	<b>93,659</b>	<b>105,224</b>
<b>Total Income</b>	<b>45,315</b>	<b>77,964</b>	<b>158,439</b>	<b>162,004</b>
<b>Gross Profit</b>	<b>45,315</b>	<b>77,964</b>	<b>158,439</b>	<b>162,004</b>
<b>Expense</b>				
51.0000 · Personal Svs. Salaries & Wages				
44.1000 · Salary - 40%	12,970	0	0	
44.1005 · Salary - 20%	3,546	0	0	
51.1100 · Regular Employees	0	10,663	12,000	12,000
<b>Total 51.0000 · Personal Svs. Salaries &amp; Wages</b>	<b>16,516</b>	<b>10,663</b>	<b>12,000</b>	<b>12,000</b>
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	2,083	1,559	1,630	1,630
51.2200 · Social Security	1,050	629	745	744
51.2300 · Medicare	244	147	175	174
51.2600 · Unemployment Insurance	14	9	10	12
<b>Total 51.2000 · Employee Benefits</b>	<b>3,391</b>	<b>2,345</b>	<b>2,560</b>	<b>2,560</b>
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative	0	1,221	1,250	1,250
52.1200 · Professional				

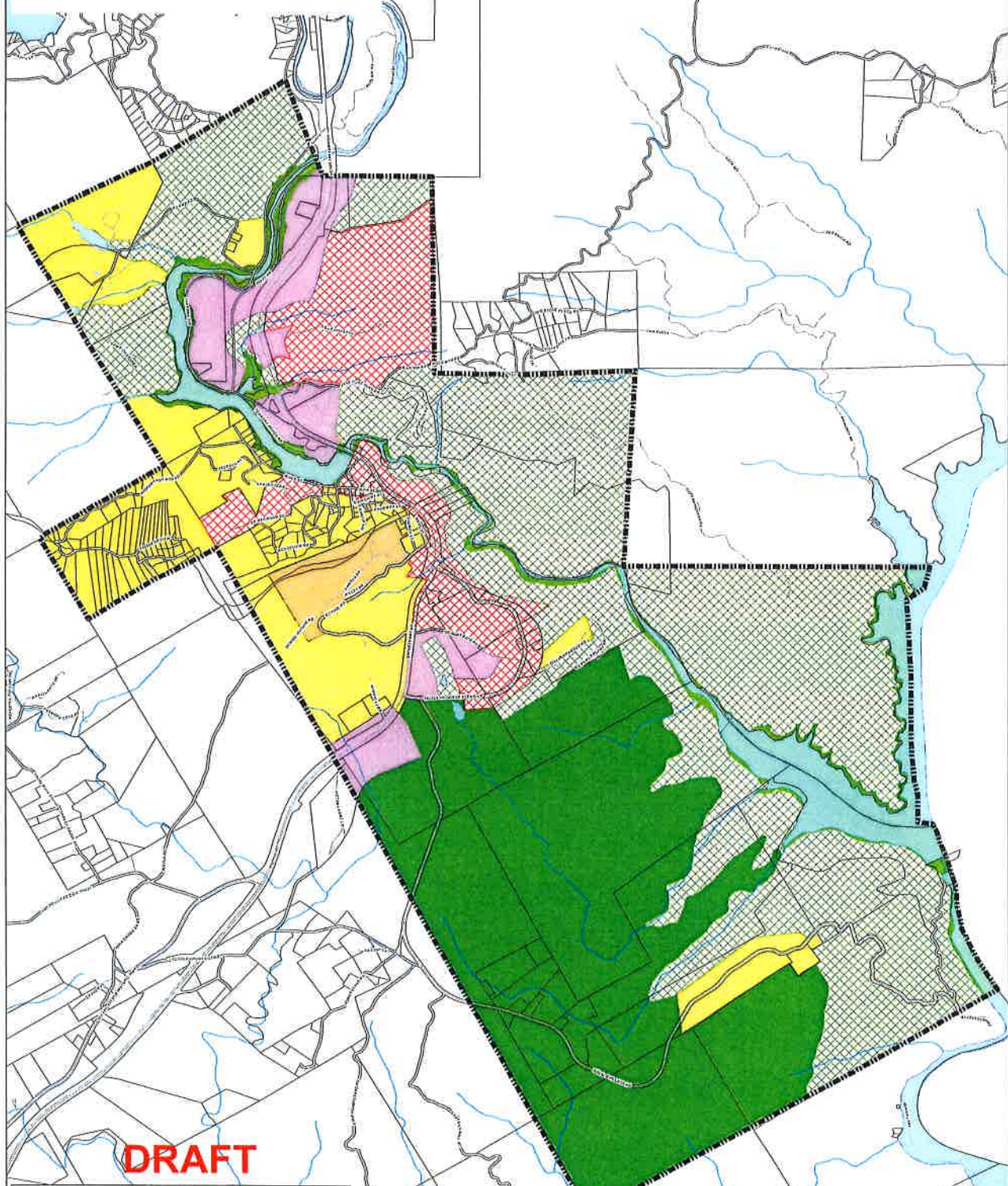
	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
52.1210 · Auditor	0	1,000	1,000	1,500
52.1230 · Legal	0	323	370	500
52.1240 · Engineers/Architechs	0	0	300	300
52.1325 · Water Operator	1,420	13,550	15,000	13,200
52.1345 · Consultants/Planners	2,507	378	400	300
<b>Total 52.1200 · Professional</b>	<b>3,927</b>	<b>15,250</b>	<b>17,070</b>	<b>16,750</b>
<b>Total 52.1000 · Professional Services</b>	<b>3,927</b>	<b>16,471</b>	<b>18,320</b>	<b>16,750</b>
<b>52.1300 · Technical</b>				
52.1310 · IT Services	0	90	110	0
52.1320 · Water Testing	1,262	975	975	975
52.1300 · Technical - Other	880	87	100	100
<b>Total 52.1300 · Technical</b>	<b>2,142</b>	<b>1,152</b>	<b>1,185</b>	<b>1,075</b>
<b>52.2000 · Purchased-property services</b>				
52.2110 · Garbage Disposal	2,460	0	0	0
<b>Total 52.2000 · Purchased-property services</b>	<b>2,460</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>52.2200 · Repairs &amp; Maintenance</b>				
44.2200 · Water System Repairs	12,367	19,135	13,000	16,395
52.2220 · Building	0	2,656	245	200
52.2230 · Equipment	444	0	0	0
<b>Total 52.2200 · Repairs &amp; Maintenance</b>	<b>12,810</b>	<b>21,791</b>	<b>13,245</b>	<b>16,595</b>
<b>52.3000 · Other Purchased Services</b>				
52.3100 · Insurance other than WC/Health	0	1,351	1,350	1,350
<b>52.3200 · Communications</b>				
52.3270 · Postage	1,001	298	400	300
<b>Total 52.3200 · Communications</b>	<b>1,001</b>	<b>298</b>	<b>400</b>	<b>300</b>
52.3600 · Dues/Fees	375	285	300	300
<b>52.3900 · Other</b>				
52.3910 · Software Subscriptions	113	395	400	0
<b>Total 52.3900 · Other</b>	<b>113</b>	<b>395</b>	<b>400</b>	<b>0</b>
<b>Total 52.3000 · Other Purchased Services</b>	<b>1,488</b>	<b>2,329</b>	<b>2,450</b>	<b>1,950</b>
<b>Total 52.0000 · Purchased/Contracted Services</b>	<b>22,828</b>	<b>41,743</b>	<b>35,200</b>	<b>36,370</b>
<b>53.0000 · Supplies</b>				
<b>53.1100 · General Supplies</b>				
53.1110 · Water System Chemicals	2,602	2,421	3,000	3,000
53.1100 · General Supplies - Other	481	1,863	1,800	1,800
<b>Total 53.1100 · General Supplies</b>	<b>3,083</b>	<b>4,283</b>	<b>4,800</b>	<b>4,800</b>
<b>53.1200 · Energy</b>				
53.1230 · Electricity	6,025	9,987	7,500	11,000
53.1270 · Gasoline/Diesel	0	0	0	0
<b>Total 53.1200 · Energy</b>	<b>6,025</b>	<b>9,987</b>	<b>7,500</b>	<b>11,000</b>



	FYE19	FYE20 - YTD	FYE20	FYE21
	Jul '18 - Jun 19	Jul 1, '19 - May 19, 20	Budget	Budget
53.1500 · Supplies purchased for resale				
53.1510 · Water	5,143	926	1,000	1,000
<b>Total 53.1500 · Supplies purchased for resale</b>	<b>5,143</b>	<b>926</b>	<b>1,000</b>	<b>1,000</b>
53.1600 · Small Equipment	113	1,668	1,670	1,000
53.0000 · Supplies - Other	0	0	0	0
<b>Total 53.0000 · Supplies</b>	<b>14,363</b>	<b>16,865</b>	<b>14,970</b>	<b>17,800</b>
54.0000 · Capital Outlay				
54.1400 · Infrastructure/Roads				
54.0007 · Water System Improvements	13,150	58,486	93,659	93,224
<b>Total 54.1400 · Infrastructure/Roads</b>	<b>13,150</b>	<b>58,486</b>	<b>93,659</b>	<b>93,224</b>
54.0000 · Capital Outlay - Other	0	0	0	0
<b>Total 54.0000 · Capital Outlay</b>	<b>13,150</b>	<b>58,486</b>	<b>93,659</b>	<b>93,224</b>
69810 · Bank Service Charges	0	20	50	50
<b>Total Expense</b>	<b>70,247</b>	<b>130,123</b>	<b>158,439</b>	<b>162,004</b>
<b>Net Ordinary Income</b>	<b>-24,932</b>	<b>-52,158</b>	<b>0</b>	<b>0</b>
<b>Net Income</b>	<b>-24,932</b>	<b>-52,158</b>	<b>0</b>	<b>0</b>

# Official Zoning Map of the Town of Tallulah Falls

**DRAFT**



**DRAFT**

6-20-2007

**Legend**

- Municipal Boundary
- Lakes and Ponds
- Rivers and Streams

**Zoning Districts**

- R1, Single-Family Residential
- R2, Two-Family Residential
- Business District
- Highway Business
- Scenic Land
- Agricultural
- Flood Hazard

**Other Information:**

This is an advisory map and does not constitute a final zoning ordinance. It is subject to change without notice by the Town of Tallulah Falls, Georgia.

Date of Adoption: \_\_\_\_\_

Mayor: Mike Fady \_\_\_\_\_

Town Clerk: Faith Kappas \_\_\_\_\_

Adopted on: September 15, 1997

**NOTE:** This map is based on the 1997 zoning ordinance and does not reflect any amendments or changes to the Town of Tallulah Falls, Georgia. The zoning ordinance is available on the Town of Tallulah Falls website at [www.tallulahfalls.org](http://www.tallulahfalls.org).

**NOTE:** Flood Hazard Boundaries are based on 'A' zone information on 2006 and 2010 Flood Insurance Rate Maps (FIRM) for the County of Hall, Georgia.



## Appendix A – ZONNG

### Article XXII - Short Term Vacation Rental –regulations

#### Section 2201 – Purpose.

The purpose of this Article is to establish regulations for the use of a residential or business structure or any part thereof as a Short Term Vacation Rental (STVR) in the Town of Tallulah Falls while minimizing the negative, secondary effects on surrounding properties, to ensure proper precautions are in place, and to facilitate the collection and payment of hotel/motel taxes as allowed by state law and City ordinances.

#### Section 2202 – License required

- 1) It is unlawful for any person or corporation to operate or advertise a STVR within the Town limits without a valid business license and authorization to collect motel/hotel tax;
- 2) STVR properties that have a current occupational license and are remitting hotel/motel taxes in TF prior to this ordinance enactment will be *grandfathered* in from having to apply for conditional use permits, however, properties *grandfathered* in must comply with all other rules, regulations and provisions set forth in this ordinance.

Section 2203 - Permitted uses - STVRs are allowed in all Districts with the exception of R-1, Flood Hazard or Sensitive Land;

#### Section 2204 – Applications

- 1) STVR conditional use permits must comply with Chapter 18, sections 18-83 through 18-93;
- 2) Acknowledge that the applicant will keep the total number of guest to that number which can safely stay in the premises and that the applicant may be subject to the State of Georgia fire and safety code regulations;
- 3) Certify that there are no deed restrictions and/or covenants on a property that prohibit the use of the property as a STVR;
- 4) Certify that the owner has commercial or specific STVR insurance on the property;
- 5) Attest by the owner or third party inspector that the STVR meets all applicable International Building Code, International Fire Code regulations and NFPA Safety Codes;
- 6) Operator/owner information to be provided to the Town Clerk;
  - a) Full contact information for a local (lives within 25 miles) contact person or responsible person 18 years of age or older who is available 24 hours a day to respond within two hours regarding any complaint about the property or guest behavior;
  - b) The 911 address for all properties owned/operated by the occupational tax license owner or responsible management company;

- c) Certify that there are no unpaid financial obligations to Tallulah Falls;
- d) Notify the Town within seven days when there is a change in property ownership, management, agent or emergency contact;
- e) No STVR license issued under this Article shall be transferred, assigned or used by any other individual other the owner or local contact person for which it was assigned or upon any other location than the one for which it was issued.

#### Section 2205 – STVR requirements

- 1) This section applies to all STVR properties in the Town of Tallulah Falls, Georgia and is in addition to any rules and regulations to which the property is subject via any land covenants, homeowner association covenants, subdivision rules etc;
  - a) *Parking* – Vehicles, trailers and watercraft shall not be parked on the right – of – way so as to hinder access to such and shall not be parked along any roadway which would cause safety issues, hinder access to such roadways or be in violation of any laws, subdivision rules etc.;
  - b) *Solid waste/trash* – Trash and refuse shall not be left or stored in such a way that would cause safety or sanitary issues or violate subdivision rule, local, State or Federal laws;
  - c) *Certificate display* - Business occupation tax certificate and hotel/motel tax authorization certificate must be prominently displayed at the property;
  - d) *Length of stay* – 30 days or less;
  - e) *Occupancy* – the number of overnight guest shall not exceed the occupancy allowed under the State of Georgia Fire and Safety Code Regulations;
  - f) *Alarms and egress* – Each bedroom/sleeping quarters shall have a working smoke alarm and an emergency escape or exit complying with the requirements of the life and safety Code;
  - g) *Animals* – Pets may run at large within the curtilage of the STVR property but are required to be on leash otherwise;

#### Section 2206 -Suspension or revocation of short-STVR license

Immediate suspension, revocation or forfeiture of a STVR license issued by the town of Tallulah Falls shall occur only after notice and opportunity for a hearing before the City Council except in events that may be construed as life-threatening or a danger to human life.

- 1) Any STVR license issued under this Ordinance for the operation of a STVR can be immediately revoked in the case of bankruptcy, receivership or levy of legal process upon the owner or subject short-term rental property after a hearing before the City Council:.

2) A STVR rental license shall be immediately suspended or revoked by the City Council upon learning that an applicant furnished fraudulent or untruthful information in the application for permit, or omits information required in the application for permit, or fails to pay all fees, taxes, utilities (water-sewer) or other charges imposed under the provisions of this Article or City Codes.

3) A STVR rental license may be suspended by the Zoning Administrator for a violation of the fire or the life safety requirements of this Article. Such violation shall be such that an unsafe condition exists where a fundamental safety precaution or device defined in this Article or adopted Codes is rendered inoperable or does not exist.

#### **Section 2207– Violation of this Article**

Except when defined in this Article requiring an appearance before City Council, Penalty(s) for violation of this Article shall be at the discretion of the Municipal Judge who possesses the authority to fix punishment in accordance with the City Charter, Ordinances and State Law or by a Court of Competent Jurisdiction.

1) **Civil Penalty** - The City Council shall possess the authority to impose a civil penalty against any entity that is licensed for short-term rentals and may include up to suspension or revocation of licensure or additionally fine and forfeiture as determined for violations of this Article. Civil penalties shall not relieve the owner, individual, business organization or partnership from mitigating specified violations and may include fines and penalties as may be prescribed by the Municipal Court or a Court of Competent Jurisdiction;

#### **2) Enforcement -**

(a) Penalties, including notice of code violation or citation may be imposed and the STVR licensure may be suspended or revoked in the manner provided in this subsection:

(b) Any complaints or response by a City agency or other agencies as defined herein regarding short-term rental shall result in a notice of the complaint and shall be directed to the local contact person or owner if the local contact person cannot be determined or located and such notice may be made electronically or in writing. The local contact person or owner is required to visit the short-rental location and shall ensure that compliance is obtained within one verbal or written notice. Additionally, notice may be delivered by emergency dispatch verbally to the owner or local contact person requiring the appropriate individual to respond to the STVR location or both as may be required by any law enforcement agency, fire department or Zoning Administrator;

(c) The Zoning Administrator or designee shall conduct an investigation whenever there is a reason to believe that the owner or local contact person is unsuccessful either by failure or refusal to comply with the provisions of this Article. The investigation may include an inspection of the premises, review of response and incident report(s), online searches, citations or notice(s) or interview and documentation of community members affected by the

even to include photographs, sound recordings and video all of which may constitute evidence of a violation of this Article, Code or State Law. Should the investigation support a finding that a violation occurred, the Zoning Administrator shall issue written notice of the violation and the advance of the accusation to the City Council or Municipal Court as may be deemed appropriate. The notice shall be served by certified mail or personally, and shall specify which, in the opinion of the Zoning Administrator constitute grounds for the imposition of penalties or that the short-term rental licensure should be suspended or revoked.

#### **Section 2208 - Hearing on denial, suspension or revocation**

Upon receipt of such notice, that shall contain a specific date, time and place of hearing the owner or local contact person may appear in person to present evidence either to deny, confirm or mitigate the accusation. A decision of the City Council or Municipal Court may be appealed to the Superior Court of Rabun County;

#### **Section 2209 – License Reinstatement**

The property owner may apply for reinstatement of existing or a new STVR license after providing proof of the resolution of the violation(s) and upon payment in full of any fines, penalties or fees associated with the violation.

#### **Section 2210 - Severability Clause**

Should any word, phrase, sentence, paragraph or Section of this Article, or the application thereof to any person, individual, business organization or partnership or circumstance be held invalid by a Court of Competent Jurisdiction, such invalidity shall not affect the other provisions of this Article. This Article is hereby declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein by reference made a part hereof.

This Article shall take effect and shall be enforced from and after the date of adoption.

Date: June 15, 2020  
To: Tallulah Falls Town Council and Mayor  
From: Keith & Carol Nelms  
Subject: Short-Term and Vacation Rentals

**We strongly support the ban on STVRs (short-term vacation rentals) in the Tallulah Falls R-1 Residential Zoning Districts.** We write as long-time property owners and residents, as a former Town Council member, and as the current chairman of the Tallulah Falls Downtown Development Authority.

Our concern is not just for the residential districts along River Street and Hickory Nut Mountain Road. A review of property ownership in the residential district south of Town Hall and the Post Office toward Tallulah Falls School reveals significant holdings in trusts and significant ownership by a handful of individuals. Any of these properties could be converted to STVRs thus allowing transient occupation in the heart of the town's traditional residential neighborhood.

### **Rationale for Opposing STVRs in R-1 Residential Districts**

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**Clear Conflicts with Town Charter and Expressed Public Interest.** Introducing STVRs in R-1 Residential Districts is – at face value – a violation of principles set forth in the documents that guide the Town Council's stewardship of Tallulah Falls. The Council need look no further than the municipal code for clarity.

It is the intent of this district to *establish and preserve quiet, single-family home neighborhoods* as desired by large numbers of people, *free from other uses* except those which are both compatible and convenient *to the residents* of such a district.

The Municipal Code of the Town of Tallulah Falls  
R-1 Single-Family Residential District, Purpose and Intent  
(Article VII, Section 701)

Few (if any) residents in Tallulah Falls Residential Districts want to see STVRs in their neighborhood for the very reasons specified in the town's R-1 zoning regulation and as enumerated below.

Unless otherwise stated, any use not *specifically permitted* in a use district as provided in these regulations *shall be prohibited in that district*.

The Municipal Code of the Town of Tallulah Falls  
Use Prohibited When Not Specified  
(Article V, Section 511)

R-1 Single-Family Residential District, Permitted Uses (Article VII, Section 702) makes no mention of short-term rentals or public lodging in the list of allowed uses in R-1 Districts. However, BD Business District, Permitted Uses (Article X, Section 1002) specifies "hotels, motels, *tourist homes*, and bed and breakfast inns" as *specifically permitted uses* in BD Business Districts. (HB Highway Business Districts allow all BD Business District uses and are thus implied by "BD" in discussions below.)

It is therefore very clear that STVRs are permitted in and intended for BD Business Districts and HB Highway Business Districts but not intended nor permitted in R-1 Residential Districts according to the Municipal Code of the Town of Tallulah Falls.

In addition, we note the following:

The Town of Tallulah Falls ... balances the community's rural character with the opportunity for economic growth within a popular tourist corridor by *prioritizing residents' concerns and preserving the area's small town nature.*

2019 Rabun County Joint Comprehensive Plan, page 20

Thus, the Tallulah Falls portion of the 2019 Rabun County Comprehensive plan is also very clear – the Town wishes to prioritize residents' concerns to maintain its small-town residential character in the face of tourism-based commercial activity. This goal has been strongly and consistently voiced by residents in the Comprehensive Plan public forum and in town hall meetings in recent years.

As shown above, Tallulah Falls residents have a clear legal foundation for insisting STVRs be banned from R-1 Residential Districts based on the town's own documents.

**Renter Behaviors.** A chief concern is the behavior of vacation renters. The vast majority of people renting STVRs are likely quiet and respectful of the neighborhood. However, vacation is also when people tend to “cut loose,” drink a bit more, stay up late, party with family and friends, etc. Renters have paid for their STVR to have a good time and feel entitled to enjoy themselves. This is antithetical to the “quiet, single-family home neighborhood” specified in the R-1 zoning regulations found in the municipal code. Even if disruptive behavior is a rare occurrence and the STVR owner promises strict guidelines and immediate eviction, such events should never happen in an R-1 neighborhood. The R-1 zoning regulations are purposely written to *preserve* quiet neighborhoods and *prevent* such occurrences.

**Property Value.** For most of us, our homes are our biggest financial investment. Experienced real estate professionals in our community have stated that STVRs reduce property values in a residential neighborhood. As this is common sense, we take this assertion at face value and leave detailed justification to others who are more professionally qualified.

We note, however, that the Irvins and their attorney recently cited examples of exceptions in which STVRs increased property values – notably Tybee Island. This is an ironic choice, since we have repeatedly cited Tybee Island as an example of what Tallulah Falls should never become: a tourism-driven town with no quiet residential area exclusively for residents. Indeed, our personal investment – our house near the top of Hickory Nut Mountain with a commanding view of the Georgia and Carolina mountains – would likely sell for a higher price as an income-producing STVR property. However, contrary to our own financial interests, we advocate for banning STVRs in R-1 Residential Districts due to the negative impact STVRs can have on the local community.

STVR advocates may claim houses/cabins built for STVR purposes in the R-1 District will conform to standards for houses in that district. However, there is no code enforcement in Tallulah Falls and there is no economic incentive to build high-quality rental houses. Instead, there is an obvious economic incentive to cut costs. Such lesser-quality construction in an R-1 Residential District will the value of surrounding residential properties and is yet another reason to reject STVRs in Residential Districts.

**Traffic.** Traffic along Hickory Nut Mountain Road, River Street, and Main Street will be a growing problem as lots along Hickory Nut Mountain are built out. This will be a problem whether the lots are owner-occupied or STVRs. As noted by a Planning & Zoning Board member, no one remembers an actual accident to date on Hickory Nut Mountain Road. However, having to drive off the road to avoid collision is not uncommon. Often this is due to non-resident drivers unfamiliar with the winding narrow



road and its blind spots. STVRs would increase the number of drivers unaccustomed to the road and increase danger to residents.

## **Hardship and Alternatives for Property Owners**

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We do not feel owners of R-1 properties in Tallulah Falls can legitimately claim “hardship” due to a ban of STVRs in R-1. Individual residential lots can be sold or can be used for building spec houses. Larger tracts of R-1 land could also be sold or be developed into subdivisions. Real estate speculation is not a banned activity in R-1 Regulations. Of course, there is also no guarantee of financial gain.

We recognize that members of the Irvin family may wish to engage in STVRs as a business. We further note that banning STVRs in R-1 does not constitute a hardship because there are alternatives for STVRs using land already owned by the Irvin family.

**STVRs in Business Districts.** Having held elected and appointed positions in Tallulah Falls, we support the development of STVRs in Tallulah Falls to help resurrect the town’s historic hospitality industry. DDA research suggests lodging and restaurants are the best long-term foundation for a stable and healthy local economy. While we are vehemently opposed to STVRs in R-1 Residential Districts, we hope the town will work with the Irvins in developing STVRs in appropriate locations.

As detailed above, the Tallulah Falls municipal code clearly designates BD Business Districts (and, by implication, HB Highway Business Districts) as *the* appropriate locations for STVRs within Tallulah Falls. The map on page 5 shows Irvin family land holdings in Tallulah Falls. Three large blocks are zoned as BD and HB Business Districts and would thus be appropriate for STVRs.

- A. Terrora Circle (North Loop). Several months back, hospitality industry experts identified Terrora Circle as the town’s best location for lodging. For visitors, the pleasant green area is in hiking distance to attractions such as the Shortline Trail, power station, rapids, suspension bridge, beach, gorge, and State Park. STVRs in this location would not negatively impact traffic in downtown and would not be near R-1 Districts. The Irvin family already operates two STVRs on Terrora Circle.
- B. Cartledge Street. According to Tallulah Falls folklore, this area was rezoned to a Business District years ago *specifically* for developing STVRs. Some utility infrastructure already appears to be in place. While STVRs here would have traffic impact for the town, the impact would be less than STVRs on R-1 properties up Hickory Nut Mountain Road.
- C. Tallulah Gorge Scenic Loop (South Loop). Much of the town’s historic tourism industry was located here and – based on comments at town halls and public forums – this is the preferred location for new commercial development in town. This area has no impact on most Tallulah Falls residential areas and is already home to one STVR.

**Rezoning.** There are significant tracts of land adjacent to the Cartledge Street Business District (B) that are zoned R-1 (see map). If there is a compelling reason, the Planning & Zoning Board and the Town Council might be willing to rezone these as Business Districts thus allowing STVRs. Such rezonings should be approved with conditions (added buffers, property access, etc.) that would protect nearby R-1 homeowners from potential disturbances. (Small-parcel lot rezonings should be denied.)

Again, even if the Irvin family’s goals are to expand STVR business in Town (which we commend), banning STVRs in R-1 Districts creates no hardship as the Irvins already possess ample real estate in BD Business Districts appropriate for STVR development.

## Suggested Revisions

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In examining the Articles as prepared for the cancelled June 11 Work Session, we highlight the following concerns. We ask the Town Council and the town attorney to review and possibly revise.

**Section 2204(3).** What form does would this “certification” take? What independent agent would certify there is no deed restriction or covenant preventing use as an STVR? Specification would be helpful.

**Section 2204(6)(e).** This passage grew out of a restriction on the single “grandfathered” STVR on an R-1 property. The purpose was to make sure the grandfathering of this STVR was for the original signatories (Mr. & Mrs. McDaniel) only. Once the property is no longer owned by one of these individuals, it may no longer be used as an STVR. This purpose and interpretation is not clear in the existing language. The inclusion of “...or local contact person...” also muddles the language.

**Section 2205(1)(g).** We suggest the following language. “Pets may run at large within the curtilage of the STVR property only when supervised by their owners. Pets are otherwise required to be on a leash if outside the structure.”

**Zoning Administrator.** In Section 2206(3) and elsewhere in the Article, there is reference to “Zoning Administrator.” As “Zoning Administrator” is not an elected, employed, or appointed title in the Tallulah Falls, this section should specify who the Zoning Administrator actually is. If this is specified elsewhere in the municipal code, a reference should be provided to that section.

**Section 2206.** There is no clear statement regarding the behavior of STVR occupants as grounds for revoking an STVR license. We have reviewed the municipal code looking for general community-wide standards for “disorderly conduct” that might be applied to STVRs occupants as well but have only found isolated references to public drinking (Section 4.2(a)) and loud noises (section 18.180) in unrelated sections of the code.

As behavior of STVR occupants is of central concern to Tallulah Falls residents, we feel there should be a Section 2206(4) defining conditions under which an STVR license is revoked due to occupant behavior – likely repeated occurrence indicating lax management of the STVR. If there is no readily citable code of behavior, article language might cite multiple calls to law enforcement as a threshold requiring review and possible revocation by the Town Council. (Our concerns may be partially addressed in Section 2207(2)(b); the language and intent seem unclear.)

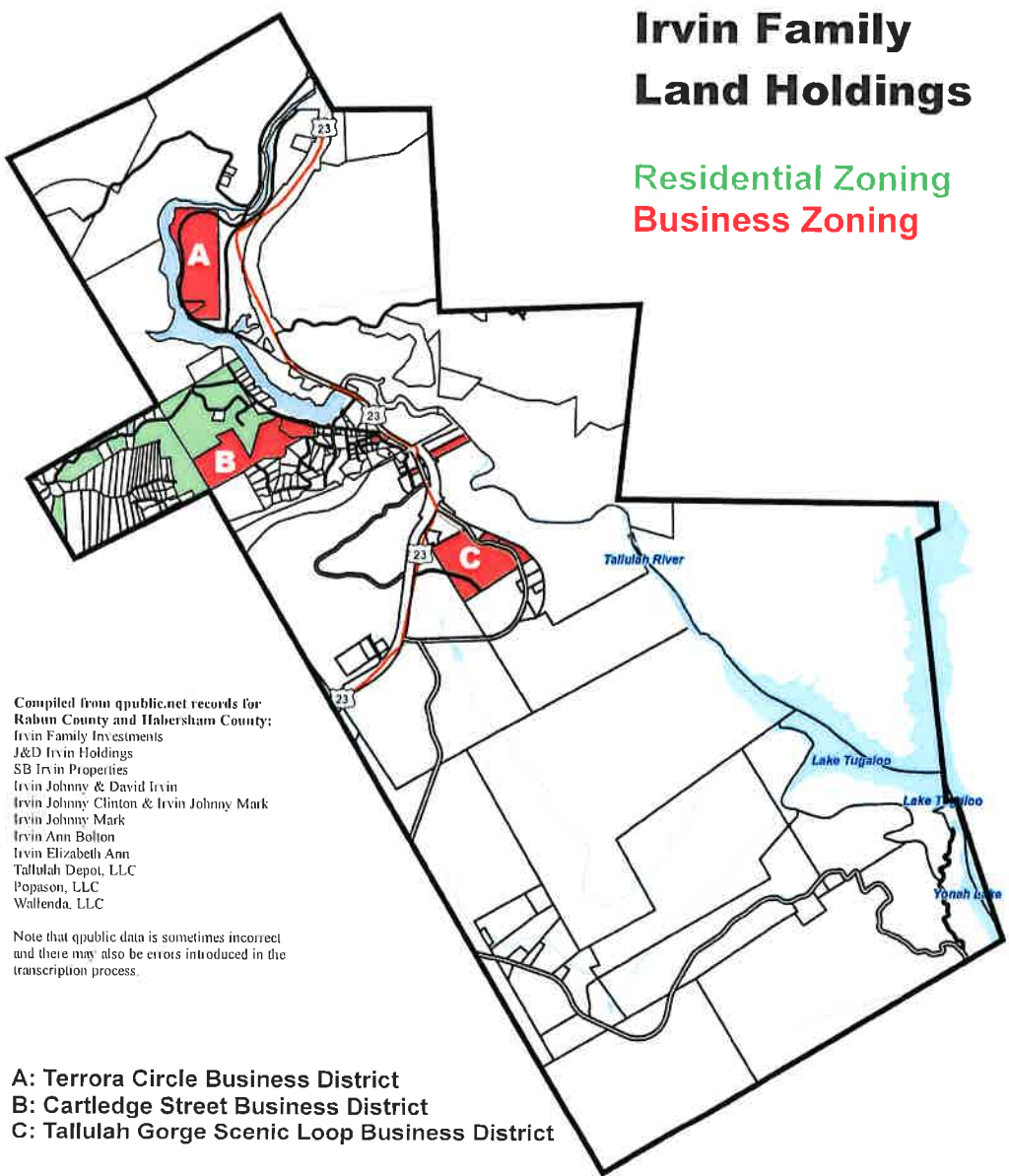
**Section 2207.** At various times, there are references to Town Council, Municipal Judge, Zoning Administrator, and so forth. Please have the town attorney review this language to make sure it is internally consistent and there is clear interpretation. Language in Sections 2206 and 2207 seems muddled and intertwined which suggests rewriting may be appropriate.

**Section 2209.** Please add language making it clear the Town Council, at their discretion, may choose to *not* reinstate an STVR due to repeated violations at a property, at properties supervised by a particular intermediary, or at properties owned by a particular party with a history of lax supervision of other STVRs.

# Conclusion

The Article enabling STVRs in Tallulah Falls and providing regulation thereof should ban STVRs in R-1 Residential Districts.

- This is consistent with existing municipal code and the town’s Comprehensive Plan.
- Allowing STVRs in R-1 Residential Districts would accomplish no public good and is contrary to the clearly-expressed wishes of residents in R-1 districts.
- Banning STVRs in R-1 Residential Districts creates no credible hardship for property owners as there are ample other opportunities for profiting from real estate holdings.



Public Comment # 2

LAW OFFICES OF  
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ATTORNEY AND COUNSELOR AT LAW

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June 8, 2020

**VIA ELECTRONIC MAIL**  
**clerk@tallulahfallsga.gov**  
**AND REGULAR U.S. MAIL**

Town of Tallulah Falls  
Planning & Zoning Commission  
Post Office Box 56  
Tallulah Falls, Georgia 30573-0056

RE: Zoning- Short Term Vacation Rental - Regulations; Proposed Short-Term Rental Ordinance (S.T.R.)

Dear Commissioners:

I currently own the residence situated at 909 Hickory Nut Mountain Road. The purpose of this correspondence is to advise the Commission that I am opposed to any short-term rental within a land classification of R-1, and I am vehemently opposed to any permitted S.T.R. on Hickory Nut Mountain. My opposition extends to proposed as well as "grandfathered" rights to those individuals who wish to rent or to continue to rent their properties on the mountain.

When I purchased my property in 1992 there was a Declaration of Covenants already in effect for Hickory Nut Mountain Estates. Those covenants, which remain on record in both Habersham and Rabun Counties restrict each member's property to strictly an R-1 classification and operation. I am familiar with all the arguments concerning the continued viability of those covenants, but to us that have spent thousands upon thousands of dollars on our individual homesites those covenants still apply. That is what we, as responsible owners of mountain property counted on when we purchased our homesites. As with any other homeowner, we expected that those covenants or similar regulations would be preserved and followed.

Unfortunately, beginning with the former, mayoral regime, the standards and preservation of rights which we as homeowners have enjoyed began to erode. In my conversations with landowners on the mountain, the "large majority" of said owners do not want S.T.R.'s on the mountain, much less a lodging or other commercial establishment at the bottom of the mountain. If the integrity of the residential environment of Hickory Nut Mountain is to remain as it has for several years, short-term rentals and other eroding land classifications will only diminish the quality and integrity of our homesites.

It is common sense that an individual who is renting short time in a residential district does not care the same for that home as the person or persons who are the owner. For example, during the last mayoral regime, I became enlightened to the fact that my neighbor across the street from me had been granted the right to engage in short-term rentals. No notice of any such intention or change in land-use was ever provided to me. Additionally, it is my understanding that no notice was provided to any adjoining landowner. Instead, I became educated as to the presence of the short-term rental when I observed multiple glaring lights emanating from said residence onto my property at night. Reportedly, I have been advised by different individuals that vehicles from that location had parked on my property. I can certainly corroborate that some activity of that nature occurred since I am now for the first time picking up garbage from the area of my driveway. This is certainly not the type of activity that I had expected when I purchased my property.

As an attorney in the State of Florida, I have been involved and have represented cities in municipal law for many years. During that time, I have not witnessed one instance in which short-term rentals have ever increased the integrity, the land value or the safety of the subject property. Instead, I have realized that the only reason why this type of land use is promoted is to satisfy an individual's greed for the monetary funds that the individual believes he or she will reap.

In conclusion, other than the facilitation of "greed", there is no benefit of an S.T.R., especially on the mountain. Instead, one can only expect the degradation of the tranquility of life that will result due to increased traffic, the increase in response from public safety including fire, and the general declination of the quality of the area.

Very truly yours,



Kirk S. Warren

KSW/cs

**Shaun R. Adams**  
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June 11, 2020

**VIA HAND DELIVERY AND EMAIL**

The Honorable Mike Early, Mayor  
Mr. Larry Hamilton  
Ms. Deb Goatcher  
Mr. Craig Weatherly  
Mr. Joey Fountain  
c/o Ms. Linda Lapeyrouse, City Clerk  
255 Main Street  
PO Box 56  
Tallulah Falls, GA 30573  
[clerk@tallulahfallsga.gov](mailto:clerk@tallulahfallsga.gov)

Warren Tillery Esq., City Attorney  
Smith Welch Webb & White, LLC  
2200 Keys Ferry Court  
PO Box 10  
McDonough, GA 30253  
[wtilery@smithwelchlaw.com](mailto:wtilery@smithwelchlaw.com)

**Re: Objection to Planning Commission's June 10, 2020 Recommendation of  
Short-Term Vacation Rental Regulations (STVR) Ordinance**

Dear Mayor, Council and City Attorney:

This letter is written on behalf of J and D Irvin Holdings, LLC to raise objections to the current draft of the STVR ordinance as recommended by the Town of Tallulah Falls Planning Commission during their June 10, 2020 meeting. My client proposed reasonable changes to the draft ordinance during the Planning Commission meeting (enclosed as Exhibit A) including multiple solutions to address the objections over prohibiting STVR in the R-1 zoning district. As stated in prior communications, excluding STVRs from the Town's only single family residential zoning district, R-1, has the effect of prohibiting STVRs in the Town because an STVR is a residential use of one's residence/home, not a business. Such a prohibition is an unreasonable restriction on one's right to use and enjoy their property and makes the STVR ordinance unconstitutional.

My client remains committed to being a good neighbor and working with the Town to pursue a mutually agreeable STVR ordinance that protects the vested rights in one's property while achieving the ordinance's purpose of providing a framework for licensing, tax collection, and operation of STVRs with the Town. My client has expended significant time and resources in reasonable reliance on their ability to construct single family cabins on their existing R-1 properties

for use as STVRs under the Town's current ordinance prior to the adoption of the STVR moratorium. Such good faith reliance results in the vesting of my client's rights to use their 24 current properties in the R-1 zoning district STVRs.

In addition to proposing to allow STVRs in R-1 by striking R-1 from Section 2203 of the draft ordinance, my client also proposed expressly exempting those R-1 properties with vested rights for use as STVR. Such exemption could be achieved either by applying the prohibition of STVRs in R-1 only to those properties purchased or rezoned to R-1 by the property owner after the date of execution of the ordinance, or by listing the parcel IDs for each property to be exempted, or grandfathered in, within the ordinance. While it is my client's contention that prohibiting a residential use in the only residential zoning district of the Town constitutes an unreasonable restriction on the property, the alternative solution provided would address objections over vested rights as any future purchaser of R-1 property would have notice of the limitation on use as a STVR.

My client plans to attend the Council Work Session on Thursday, June 11, 2020, as well as the Council Meeting on July 9, 2020 and you are authorized to communicate with them and any other J and D representatives directly despite the pendency of this legal objection. I will be attending the Work Session virtually but am happy to answer any questions the Council may have regarding our proposed changes to the draft STVR Ordinance.

We are glad to work with the Town to improve the draft STVR ordinance as to avoid its current Constitutional and other legal defects, but submit this letter to object to the current draft of the STVR ordinance as recommended by the Town's Planning Commission on June 10, 2020.

Sincerely,

**ANDERSEN, TATE & CARR, P.C.**

Shaun R. Adams

Enclosures

Cc: J and D Irvin Holdings, LLC

## EXHIBIT A

### Read Only: Appendix A – ZONNG

#### Article XXII - Short Term Vacation Rental –regulations

##### Section 2201 – Purpose.

The purpose of this Article is to establish regulations for the use of a residential or business structure or any part thereof as a Short Term Vacation Rental (STVR) in the Town of Tallulah Falls while minimizing the negative, secondary effects on surrounding properties, to ensure proper precautions are in place, and to facilitate the collection and payment of hotel/motel taxes as allowed by state law and City ordinances.

##### Section 2202 – License required

- 1) It is unlawful for any person or corporation to operate or advertise a STVR within the Town limits without a valid business license and authorization to collect motel/hotel tax;
- 2) STVR properties that have a current occupational license and are remitting hotel/motel taxes in TF prior to this ordinance enactment will be *grandfathered* in from having to apply for conditional use permits, however, properties *grandfathered* in must comply with all other rules, regulations and provisions set forth in this ordinance.

Section 2203 - Permitted uses - STVRs are allowed in all Districts with the exception of ~~R-1~~<sup>1</sup>, Flood Hazard or Sensitive Land subject to compliance with applicable provisions of this Article;

##### Section 2204 – Applications

- 1) ~~STVR conditional use permits must comply with Chapter 18, sections 18-83 through 18-93;~~
- 2) Acknowledge that the applicant will keep the total number of guest to that number which can safely stay in the premises and that the applicant may be subject to the State of Georgia fire and safety code regulations;
- 3) Certify that there are no deed restrictions and/or covenants on a property that prohibit the use of the property as a STVR;
- 4) Certify that the owner has commercial or specific STVR insurance on the property;
- 5) Attest by the owner or third party inspector that the STVR meets all applicable International Building Code, International Fire Code regulations and NFPA Safety Codes;
- 6) Operator/owner information to be provided to the Town Clerk;

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<sup>1</sup> As an alternative to permitting STVR in R-1, another solution would be to expressly exempt those parcels with vested rights for development as STVR, including the 24 parcels currently owned by the Irvins. Should this alternative be considered, parcel IDs will be provided for inclusion in the Ordinance.



## EXHIBIT A

- a) Full contact information for a local (lives within 25 miles) contact person or responsible person 18 years of age or older who is available 24 hours a day to respond within two hours regarding any complaint about the property or guest behavior;
- b) The 911 address for all properties owned/operated by the occupational tax license owner or responsible management company;
- c) Certify that there are no unpaid financial obligations to Tallulah Falls;
- d) Notify the Town within seven days when there is a change in property ownership, management, agent or emergency contact;
- e) No STVR license issued under this Article shall be transferred, assigned or used by any other individual other the owner or local contact person for which it was assigned or upon any other location than the one for which it was issued.

### Section 2205 – STVR requirements

- 1) This section applies to all STVR properties in the Town of Tallulah Falls, Georgia and is in addition to any rules and regulations to which the property is subject via any land covenants, homeowner association covenants, or subdivision rules etc;
  - a) *Parking* – Vehicles, trailers and watercraft shall not be parked on the right – of – way so as to hinder access to such and shall not be parked along any roadway which would cause safety issues, hinder access to such roadways or be in violation of any laws, subdivision rules etc;
  - b) *Solid waste/trash* – Trash and refuse shall not be left or stored in such a way that would cause safety or sanitary issues or violate any laws subdivision rules etc;
  - c) *Certificate display* - Business occupation tax certificate and hotel/motel tax authorization certificate must be prominently displayed at the property;
  - d) *Length of stay* – 30 days or less;
  - e) *Occupancy* – the number of overnight guest shall not exceed the occupancy allowed under the “bedroom occupancy standard” plus two additional persons State of Georgia Fire and Safety Code regulations.
  - f) *Alarms and egress* – Each bedroom/sleeping quarters shall have a working smoke alarm and an emergency escape or exit complying with the requirements of the life and safety Code;
  - g) *Animals* – Pets may run at large within the curtilage of the STVR property but are required to be on leash otherwise;

### Section 2206 -Suspension or revocation of short-STVR license

Immediate suspension, revocation or forfeiture of a STVR license issued by the town of Tallulah Falls shall occur only after notice and opportunity for a hearing before the City Council except in events that may be construed as life-threatening or a danger to human life.

## EXHIBIT A

- (a) Any STVR license issued under this Ordinance for the operation of a STVR shall be immediately revoked in the case of bankruptcy, receivership or levy of ~~legal process~~ judgment upon the owner or subject short-term rental property.
- (b) A STVR rental license shall be immediately suspended or revoked by the City Council upon learning that an applicant furnished fraudulent or untruthful information in the application for permit, or omits information required in the application for permit, or fails to pay all fees, taxes, utilities (water-sewer) or other charges imposed under the provisions of this Article or City Codes.
- (c) A STVR rental license may be suspended by the Zoning Administrator for a violation of the fire or the life safety requirements of this Article. Such violation shall be such that an unsafe condition exists where a fundamental safety precaution or device defined in this Article or adopted Codes is rendered inoperable or does not exist.

### Section 2207– Violation of this Article

Except when defined in this Article requiring an appearance before City Council, Penalty(s) for violation of this Article shall be at the discretion of the Municipal Judge who possess the authority to fix punishment in accordance with the City Charter, Ordinances and State Law or by a Court of Competent Jurisdiction.

- 1) **Civil Penalty** - The City Council shall possess the authority to impose a civil penalty against any entity that is licensed for short-term rentals and may include up to suspension or revocation of licensure or additionally fine and forfeiture as determined for violations of this Article. Civil penalties shall not relieve the owner, individual, business organization or partnership from mitigating specified violations and may include fines and penalties as may be prescribed by the Municipal Court or a Court of Competent Jurisdiction;
- 2) **Enforcement** -
  - (a) Penalties, including notice of code violation or citation may be imposed and the STVR licensure may be suspended or revoked in the manner provided in this subsection:
  - (b) Any complaints or response by a City agency or other agencies as defined herein regarding short-term rental shall result in a notice of the complaint and shall be directed to the local contact person or owner if the local contact person cannot be determined or located and such notice may be made electronically or in writing. The local contact person or owner is required to visit the short-rental location and shall ensure that compliance is obtained within one verbal or written notice. Additionally, notice may be delivered by emergency dispatch verbally to the owner or local contact person requiring the appropriate individual to respond to the STVR location or both as may be required by any law enforcement agency, fire department or Zoning Administrator;
  - (c) The Zoning Administrator or designee shall conduct an investigation whenever there is a reason to believe that the owner or local contact person is unsuccessful either by failure or refusal to comply with the provisions of this Article. The investigation may include an inspection of the premises, review of response and incident report(s), online searches, citations or notice(s) or interview and documentation of community members affected by the even to include photographs, sound recordings and video all of which may constitute evidence of a violation of this Article, Code or State Law. Should the investigation support a finding that a violation occurred, the Zoning Administrator shall issue written notice of the violation and the advance of the accusation to the City Council or Municipal Court as may be deemed appropriate. The notice shall be served by certified mail or personally, and shall specify which, in the opinion of the Zoning Administrator constitute grounds for the imposition of penalties or that the short-term rental licensure should be suspended or revoked.

## EXHIBIT A

### Section 2208 - **Hearing on denial, suspension or revocation**

Upon receipt of such notice, that shall contain a specific date, time and place of hearing the owner or local contact person may appear in person to present evidence either to deny, confirm or mitigate the accusation. A decision of the City Council or Municipal Court may be appealed to the Superior Court of Rabun County;

### Section 2209 — **License Reinstatement**

The property owner may apply for reinstatement of existing, or a new, STVR license after providing proof of the resolution of the violation(s) and upon payment in full of any fines, penalties, or fees associated with the violation.

### **Section 2210-Severability Clause**

Should any word, phrase, sentence, paragraph or Section of this Article, or the application thereof to any person, individual, business organization or partnership or circumstance be held invalid by a Court of Competent Jurisdiction, such invalidity shall not affect the other provisions of this Article. This Article is hereby declared severable.

Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein by reference made a part hereof.

This Article shall take effect and shall be enforced from and after the date of adoption.

## Linda Lapeyrouse

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**Subject:** FW: Police Report

**From:** Tonya Elrod <telrod@pd.tallulahfallsga.gov>  
**Sent:** Tuesday, July 7, 2020 10:11 AM  
**To:** Linda Lapeyrouse <clerk@tallulahfallsga.gov>  
**Subject:** Police Report

### June Police Report

- During Holiday season happy to report everything ran smoothly.
  - Did attend Chiefs meeting hosted by Gainesville Police Department and training hosted by GSP aviation.
  - Added Randy Mobley to the part time list.
  - Been in contact with a few companies in reference to GCIC, hope to have something concrete by next months meeting.
  - Do have some issues with parking at city dock. Would like to discuss some possible solutions at the next workshop.
  - Will be gone to Chief Training in July.
- Part time Randy Mobley has a certified K9 drug dog that he has offered to bring on patrol with him on occasions when I approve if the council has no objection to it. It is a great opportunity for the police department.

### *Tonya Elrod*

Chief of Police  
Tallulah Falls Police Department  
255 Main Street P.O. Box 56  
Tallulah Falls, Georgia 30573  
[telrod@pd.tallulahfallsga.gov](mailto:telrod@pd.tallulahfallsga.gov)  
Office: (706) 754-6040



# TALLULAH FALLS FIRE & RESCUE

Report as of July 9, 2020

## Dispatched Calls from 06/06;

- 6/6 Tallulah School ; false alarm
- 6/7 South trail: female dehydrated
- 6/9 Road hazard; cancelled per Town Officer
- 6/19 Fire, Lake Rabun : Mutual Aid
- 6/20 Medical Call; Assisted Ambulance loading Pt.
- 6/21 Panther Creek; Mutual Aid, Injured Hiker
- 7/1 Stone Place; Brush/Grass Fire

## Department Training Nights:

- 6/15 Truck Inventory and (in house) inspection
  - Discussion and Video on Traffic Accident scene safe
- 6/22 Equipment Repair/ hose reload on Pumper from 6/19 Fire
- 6/29 Group meeting; Items discussed;
  - Election of Officers,
  - Core operation of Department
  - Recruiting of personnel
  - Fund raisers
  - Up coming Training
  - Purchases for Department and funding for same
- 7/6 Pump operation/demonstration and Extinguishers (PASS)
  - Truck check off and Operational Check

## FUTURE EVENTS, DISCUSSION:

Both Rabun County and Habersham County Fire have been met with in regards to restoring a working operational environment for Tallulah Fire and Rescue. Jeff Adams to hold classes with a number of our Personnel on correctly writing and filing reports. Also in the discussion with Jeff Adams we have planned a test of Hickory Nut Mountain in regards to water needs during a fire. July 10 is planned to take a water Tanker up Hickory Nut to see the operational needs in a fire event. Shuttling and drop tank locations will be planned. In the near future the same exercise is planned with Rabun County.

A Discussion with Chief Reed of Rabun County on equipment readiness and replacement was held at Station 1 Rabun County. Outdated and not needed bunker gear will be stored at Station 1 for the purpose of use for training. Rabun has supplied a lot of our equipment in the past and Chief Reed assures me that Rabun will continue to help when ever possible. I will be attending a Rabun Department head meeting 7/9.

## Activities in support of the Department;

Items were purchased prior to the close of the financial fiscal year ending. Since most of our call volume is Medical and Rescue these items were addressed with the higher priority. Also Fire support equipment was addressed. We will need to continue to replace outdated items within the Department which would include a replacement of all fire extinguishers whose dates have lapsed a year or more. Other fire suppression that can not be located will need to be replaced.

The Pickup is being repaired for its use in Town use and Fire support. Decals have been replaced which allows us to receive fuel same as we do with the main Fire Vehicles. Gary and Donna have done a great job in removing the glue residue from the sides of the Pickup and the new decals look great. The wiring on lighting were destructively cut and the Rabun County Radio removed but we have hopes that we will find the radio and can make cost effective repairs.

In the last month a lot of repairs to the trucks and an area clean up have been accomplished by Gary and Donna and I wish to bring to the attention of all concerned that they are a great asset to our Community.

It is with Pride and Honor I serve my Community

Paul Marsteller  
Acting Chief  
Tallulah Fire & Rescue

**Town Of Tallulah Falls**  
**Balance Sheet**  
 As of June 30, 2020

	Jun 30, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
11.0000 · Petty Cash	100.00
11.1110 · Checking - General Fund UCB	273,965.63
11.1112 · Checking - Water Fund	68,553.82
11.1113 · Checking - Hotel Motel Tax Fund	0.74
11.1114 · Checking - Volunteer Fire Dept	13,685.08
11.1115 · Checking - Technology Fund	4,335.75
11.1116 · Checking - Habersham SPLOST 6	77,066.02
11.1117 · Checking - Habersham SPLOST 4	6,238.76
11.1118 · Checking - Rabun SPLOST 13	76,193.43
11.1119 · Trust Acct - Municipal Court	11,604.19
11.1120 · Checking - Rabun SPLOST 19	193,234.83
11.1360 · CD-2050 Oconee 06-23-20 WF	25,946.17
11.1380 · CD-0131 Oconee 03-19-20	27,257.55
11.1384 · CD-0128 Oconee 03-19-20	8,090.37
11.1385 · CD-0129 Oconee 03-19-20	100,094.18
11.1390 · CD-0130 Oconee 03-19-20	30,755.64
	917,122.16
<b>Total Checking/Savings</b>	917,122.16
<b>Accounts Receivable</b>	
11.1500 · Property Tax Receivable 2018	-274.68
11.1501 · Property Tax Receivable 2019	848.65
11.1900 · Accounts Receivable - Water	336.36
	910.33
<b>Total Accounts Receivable</b>	910.33
<b>Other Current Assets</b>	
11.3100 · Due from other funds	28,359.64
11.3200 · Interfund Receivable Loan to WF	11,880.40
	40,240.04
<b>Total Other Current Assets</b>	40,240.04
<b>Total Current Assets</b>	958,272.53
<b>TOTAL ASSETS</b>	<b>958,272.53</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
12.1300 · Payroll Liabilities	
12.1350 · Insurance Payable - GMA	25.50
	25.50
<b>Total 12.1300 · Payroll Liabilities</b>	25.50
12.1900 · Due to other funds	28,844.89
12.2100 · Interfund Payable Loan from GF	11,880.40
12.2600 · Deposits Payable	500.00
	41,250.79
<b>Total Other Current Liabilities</b>	41,250.79
<b>Total Current Liabilities</b>	41,250.79
<b>Total Liabilities</b>	41,250.79
<b>Equity</b>	
13.4200 · Uncleared Transactions at O Bal	-61,903.04
13.4201 · Opening Balance Equity	704,910.49
Net Income	274,014.29
	917,021.74
<b>Total Equity</b>	917,021.74
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>958,272.53</b>



General Fund Budget	June 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
<b>General Fund Revenues</b>						
Revenues	13,631	319,606	313,000		-6,606	102%
Grants	0	5,854	14,881		9,027	39%
Interfund Transfer In - Hotel/Motel	0	1,481	1,200		-281	123%
Sale of Assets	0	16,244	10,000		-6,244	162%
Use of Surplus	0	0	0		0	
<b>Total Revenues &amp; Other Sources</b>	<b>13,631</b>	<b>343,185</b>	<b>339,081</b>	<b>0</b>	<b>-4,104</b>	<b>101%</b>
<b>General Fund Expenditures</b>						
1100 Legislative	685	5,767	9,490		3,723	61%
1300 Executive	253	2,629	8,330		5,701	32%
1500 General Administration	7,760	131,183	138,809		7,626	95%
2650 Municipal Court	1,645	18,236	19,450		1,214	94%
3200 Police	4,872	99,442	105,006		5,564	95%
3500 Fire	4,591	16,413	30,463		14,050	54%
4200 Highways and Streets	1,064	15,115	27,533		12,418	55%
<b>Total Operating Expenditures</b>	<b>20,870</b>	<b>288,785</b>	<b>339,081</b>		<b>50,296</b>	<b>85%</b>
Interfund Transfer Out - Water						
<b>Total Expenditures &amp; Transfers</b>	<b>20,870</b>	<b>288,785</b>	<b>339,081</b>	<b>0</b>	<b>50,296</b>	<b>85%</b>
<b>Total Current Profit/Loss General Fund</b>	<b>-7,239</b>	<b>54,400</b>				
<b>Capital Projects Budget</b>						
<b>Revenue Sources</b>						
SPLOST	0	3,476	61,165	67,303	63,827	6%
LMIG 2020	0	14,966	13,619	14,966	-1,347	110%
LMIG 2019 (carry forward)	0	0	0	13,619	-13,619	0%
<b>Total Available Sources</b>	<b>0</b>	<b>18,442</b>	<b>74,784</b>	<b>95,888</b>	<b>48,861</b>	<b>25%</b>
<b>Expenditures</b>						
Capital Outlay - Fire	0	0	13,800	13,800	13,800	0%
Capital Outlay - Police	0	0	5,000	5,000	5,000	0%
Capital Outlay - Parks/Rec	0	0	3,500	3,500	3,500	0%
Capital Outlay - Roads	0	1,648	48,484	69,588	67,940	3%
** LMIG Projects	0	0	17,719	37,175		
** Other Road Projects			30,765	30,765		
** Snow Plow	0	1,648	0	1,648		
Capital Outlay - Building	0	1,828	4,000	4,000	2,172	46%
**Bunk Room Remodel (police)	0	1,111				
**Meeting Room Audio System	0	717				
<b>Total Capital Improvements</b>	<b>0</b>	<b>3,476</b>	<b>74,784</b>	<b>95,888</b>	<b>92,412</b>	<b>5%</b>

Water Fund Budget	June 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
<b>Water Fund Revenues</b>						
Water Revenues	5,414	54,288	64,780	64,780	10,492	84%
ITAD Grant	0	0	0	0	0	
GIRMA Lightening Insurance Claim	0	28,845	0	0	0	
Interfund Transfer In - SPLOST	23,578	28,346	93,659	93,659	65,313	0%
Interfund Transfer In - GF	0	11,880	0	98,407	86,527	0%
Use of Reserves/Cash in Water CD	0	18,593	0	18,593	0	
<b>Total Revenues &amp; Other Sources</b>	<b>28,992</b>	<b>141,952</b>	<b>158,439</b>	<b>275,439</b>	<b>162,332</b>	<b>90%</b>
<b>Water Fund Expenses</b>						
Water Operations	5,414	77,744	64,780	64,780	-12,964	120%
<b>Water Capital Outlay</b>						
** 3" hydrant valve	0	2,000				
** Water Withdrawal Permit	0	1,726				
** 45 gpm Balder Jet Pump	0	4,563				
** Multi-Stage Vertical In-Line Pump	0	5,669				
<b>Total Other Water Capital</b>	<b>0</b>	<b>13,958</b>	<b>93,659</b>	<b>93,659</b>	<b>79,701</b>	<b>15%</b>
<b>Emergency Water Repair</b>						
** HNM Improvements (other)	0	34,820				
** Sand Filter Rebuild	0	9,271				
** 20,000-gallon tank	0	5,000				
<b>Total Emergency Water Project</b>	<b>0</b>	<b>49,091</b>	<b>0</b>	<b>117,000</b>	<b>67,909</b>	<b>42%</b>
<b>Total Capital Expenses</b>	<b>0</b>	<b>63,049</b>	<b>93,659</b>	<b>210,659</b>	<b>147,610</b>	<b>67%</b>
<b>Total Expenses</b>	<b>5,414</b>	<b>140,793</b>	<b>158,439</b>	<b>275,439</b>	<b>134,646</b>	<b>89%</b>
<b>Total Current Profit/Loss Water Fund</b>	<b>23,578</b>	<b>1,159</b>	<b>0</b>	<b>0</b>	<b>27,686</b>	

SPLOST FUNDS	Original Budget	Revised Budget	Current FY	Previous Yrs.	Current Bal		
<b>ROADS/BRIDGES</b>							
SPLOST IV (carry forward)	64,411	64,411		64,411	6,226		
LMIG 2016	7,818			7,818			
Hickory Nut Mtn.	3,901			3,901			
Interest Revenue			12	347	12		
<b>Total Available</b>	<b>76,130</b>	<b>64,411</b>	<b>12</b>	<b>76,477</b>	<b>6,238</b>		
Capital Outlay - Water	19,086	15,094		15,094	0		
Capital Outlay - Roads	37,863	53,500	1,648	45,648	6,204		
Capital Outlay - Public Safety	7,462	7,861		7,861	0		
<b>Total Projects</b>	<b>64,411</b>	<b>76,455</b>	<b>1,648</b>	<b>68,603</b>	<b>6,204</b>		
<b>Net Available</b>							<b>34</b>
<b>SPLOST VI</b>							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLOST Revenue	271,740	271,740	49,169	171,765		66,448	50,806
TAVT SPLOST VI True-up 2015-18				9,303		9,303	
Interest Revenue			107	1,208		1,315	0
<b>Total SPLOST Available</b>	<b>271,740</b>	<b>271,740</b>	<b>49,276</b>	<b>182,276</b>		<b>77,066</b>	<b>50,806</b>
Capital Outlay - Roads	25,000	25,000	0	0		25,000	
Capital Outlay - Public Safety	131,740	131,740	0	68,583		63,157	
Capital Outlay - Water	20,000	20,000	1,002	18,998		0	
Capital Outlay - Public Facilities	70,000	70,000	1,828	64,075		4,097	
Capital Outlay - Parks/Rec.	25,000	25,000	0	0		25,000	
<b>Total Projects</b>	<b>271,740</b>	<b>271,740</b>	<b>2,830</b>	<b>151,656</b>		<b>117,254</b>	
<b>Net Available</b>						<b>-40,188</b>	<b>10,618</b>
<b>SPLOST XIII</b>							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	
SPLOST Revenue (carry forward)	200,000	200,000	0	200,000		74,338	
Interest Revenue			141	1,714		1,855	
<b>Total SPLOST Available</b>	<b>200,000</b>	<b>200,000</b>	<b>141</b>	<b>201,714</b>		<b>76,193</b>	
Capital Outlay - Roads	75,000	75,000	0	0		75,000	
Capital Outlay - Public Safety	45,000	37,394	0	37,394	-7,606	0	
Capital Outlay - Water	80,000	87,606	568	87,700	7,606	-662	
<b>Total Projects</b>	<b>200,000</b>	<b>200,000</b>	<b>568</b>	<b>125,094</b>		<b>74,338</b>	
<b>Net Available</b>						<b>1,855</b>	
<b>SPLOST XIX</b>							
	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLOST Revenue	220,000	220,000	220,000	0		193,224	0
Interest Revenue			11	0		11	0
Carry Forward							
<b>Total SPLOST Available</b>	<b>220,000</b>	<b>220,000</b>	<b>220,011</b>	<b>0</b>		<b>193,235</b>	<b>0</b>
Capital Outlay - Roads	50,000	50,000	0	0	0	50,000	
Capital Outlay - Public Buildings	50,000	50,000	0	0	0	50,000	
Capital Outlay - Water	120,000	120,000	26,776	0	0	93,224	
<b>Total Projects</b>	<b>220,000</b>	<b>220,000</b>	<b>26,776</b>	<b>0</b>		<b>193,224</b>	

**Volunteer Time Sheet - Gary & Donna Verdino**

**Week 1: June 6 to June 12, 2020**

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary & Donna	6.6.20	Sat.	9:30 AM	1:30 PM	8:00	8:00	Collected and transported donated firewood for Bluegrass.
Gary & Donna	6.6.20	Sat.	2:30 PM	4:00 PM	3:00	11:00	Cut and stacked donated firewood and burned scrap wood at Bluegrass. Continued to check on fire throughout evening.
Gary	6.7.20	Sun.	11:30 AM	12:30 PM	1:00	12:00	TFFD Rescue on South Trail
Gary & Donna	6.7.20	Sun.	12:30 PM	2:30 PM	4:00	16:00	Cut and stacked donated firewood and burned scrap wood at Bluegrass. Continued to check on fire throughout evening.
Gary & Donna	6.7.20	Sun.	6:30 PM	8:30 PM	4:00	20:00	Sorted and stacked donated firewood and burned last of scrap wood at Bluegrass.
Gary & Donna	6.8.20	Mon.	10:30 AM	12:00 PM	3:00	23:00	Cut and stacked last of smaller logs. Need log splitter to continue.
Gary	6.8.20	Mon.	6:00 PM	9:00 PM	3:00	26:00	Fire Dept. training
Gary & Donna	6.9.20	Tue.	10:15 AM	12:15 PM	4:00	30:00	Worked with Paul M. sorting and bagging trash from fire station. Took trash to TF Recycling Center.
Gary & Donna	6.9.20	Tue.	1:00 PM	2:30 PM	3:00	33:00	Organized shed behind Town Hall and built racks to hang port-a-tanks.
Gary & Donna	6.10.20	Wed	10:30 AM	12:15 PM	3:30	36:30	Moved surplussed fire hose into storage. Unpacked and racked new fire hose.
Gary & Donna	6.10.20	Wed	1:15 PM	4:30 PM	6:30	43:00	Checked & replaced batteries in SCBAs for Fire Department. Sorted & organized fire boots. Worked with Paul M. to sort & organized storage area. Took cardboard to TF Reccycle Ctr.
Gary & Donna	6.11.20	Thu.	10:15 AM	11:30 AM	2:30	45:30	Inventory fire gear. Delivered Christmas decorations to Gorge View Storage from Fire Station.
Gary & Donna	6.11.20	Thu.	2:15 PM	4:30 PM	4:30	50:00	Dismantled Christmas tree on dock and transported to Gorge View storage area.

**Volunteer Time Sheet - Gary & Donna Verdino**

**Week 2: June 13 to June 19, 2020**

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary	6.13.20	Sat.	5:00 PM	5:30 PM	0:30	0:30	Shopped at Home Depot for kitchen repair supplies
Gary	6.14.20	Sun.	12:30 PM	6:30 PM	6:00	6:30	Replaced hot & cold water lines & installed stop valves for Town Hall kitchen sink. Installed outside water faucet at rear of Town Hall.
Gary	6.14.20	Sun.	7:30 PM	8:30 PM	1:00	7:30	Installed new faucet in kitchen of Town Hall to replace faulty one.
Gary & Donna	6.15.20	Mon.	10:00 AM	12:30 PM	5:00	12:30	Cut up metal from old storage building on Gorge View & loaded into back of pick up truck. Deployed anti-rodent measures around both Gorge View storage buildings.
Gary & Donna	6.15.20	Mon.	1:15 PM	3:00 PM	3:30	16:00	Took metal to Carter's Disposal in Toccoa. Brought back a \$9.00 check for TFFD.
Gary	6.15.20	Mon.	3:00 PM	4:15 PM	1:15	17:15	Met with M. Early to discuss what items to be removed from Gorge View property & Rock House.
Gary	6.15.20	Mon.	6:00 PM	8:15 PM	2:15	19:30	Fire Training
Gary & Donna	6.16.20	Tue.	9:30 AM	1:30 PM	8:00	27:30	Took items from Rock House to Gorge View storage. Loaded Town truck & trailer with items from Gorge View & Rock House.
Gary & Donna	6.16.20	Tue.	2:00 PM	4:15 PM	4:30	32:00	Took metal, aluminum, & wire to Carter's Disposal in Toccoa. Purchased gas for City truck. Purchased replacement left tail light/turn signal for City trailer. Brought back \$79.90 ck for TFFD.
Gary	6.16.20	Tue.	4:15 PM	5:45 PM	1:30	33:30	Replaced left tail light/turn signal on City trailer & returned trailer to Gorge View.
Gary	6.16.20	Tue.	7:00 PM	8:00 PM	1:00	34:30	Installed new faucet with a sprayer in kitchen of Town Hall.
Gary	6.17.20	Wed.	9:30 AM	12:00 PM	2:30	37:00	Cut back limbs hanging over right-of-ways. Used string trimmer around stop sign on Church St & 3 fire hydrants.
Donna	6.17.20	Wed.	9:30 AM	12:00 PM	2:30	39:30	Trained with Linda Lapeyrouse in Town Hall.
Gary & Donna	6.17.20	Wed.	1:30 PM	4:00 PM	5:00	44:30	Hauled trash from Rock House to Bluegrass & burnt it. Cleaned decal residue from exterior of driver's side of Town truck.
Donna	6.18.20	Thu.	9:30 AM	12:00 PM	2:30	47:00	Scanned historical Council Minutes to secured drive
Donna	6.18.20	Thu.	1:00 PM	4:00 PM	3:00	50:00	Scanned historical Council Minutes to secured drive through 1994
Gary	6.19.20	Fri.	5:30 PM	8:30 PM	3:00	53:00	Fire Call - Lake Rabun

**Volunteer Time Sheet - Gary & Donna Verdino**

**Week 3: June 20 to June 26, 2020**

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary	6.20.20	Sat.	11:30 AM	12:30 PM	1:00	1:00	Medical Call - Tallulah Falls
Gary	6.21.20	Sun.	2:30 PM	5:15 PM	2:45	3:45	Rescue Call - Panther Creek
Gary & Donna	6.22.20	Mon.	10:00 AM	1:30 PM	7:00	10:45	Loaded portable water tank onto City truck & cleaned out tank. Used tractor to level ground at Gorge View Storage. Cut down 2 trees.
Gary & Donna	6.22.20	Mon.	2:45 PM	4:15 PM	3:00	13:45	Repaired garage door track on Gorge View storage building.
Gary	6.22.20	Mon.	4:15 PM	5:00 PM	0:45	14:30	Checked electrical outlet in fire bay. Found short in neutral leg on one outlet.
Gary	6.22.20	Mon.	6:00 PM	8:30 PM	2:30	17:00	Fire Training
Gary & Donna	6.23.20	Tue.	9:45 AM	11:30 AM	3:30	20:30	Designed & installed hose retention board for Pumper 7 . Still need to attach additional hardware.
Gary & Donna	6.23.20	Tue.	12:00 PM	12:30 PM	1:00	21:30	Created possible TFFD medical supply list with P. Marsteller.
Gary & Donna	6.23.20	Tue.	12:45 PM	3:00 PM	4:30	26:00	Checked each Fire Dept. vehicle for medical supplies & made an order list.
Gary	6.23.20	Tue.	4:30 PM	5:00 PM	0:30	26:30	Shopped for hardware at Home Depot
Gary & Donna	6.23.20	Tue.	5:30 PM	6:00 PM	1:00	27:30	Installed hardware on hose retention board, Pumper 7.
Donna	6.24.20	Wed.	9:30 AM	12:00 PM	2:30	30:00	Took GCIC Awareness Test and started to input citations
Gary	6.24.20	Wed.	9:30 AM	12:00 PM	2:30	32:30	Met fuel truck to get FD vehicles filled. Chased wires in FD bay. Replaced one bad outlet.
Donna	6.24.20	Wed.	1:00 PM	4:00 PM	3:00	35:30	Completed citation input. Scanned Coucil Minutes thru 1997.
Gary	6.24.20	Wed.	1:00 PM	4:00 PM	3:00	38:30	Washed Pumper 7. Logged in new FD rescue equipment & medical supplies purchased by Rabun County.
Donna	6.25.20	Thu.	9:30 AM	12:00	2:30	41:00	Worked on citations & scanned Personnel files to secure server.
Gary	6.25.20	Thu.	9:30 AM	12:00	2:30	43:30	Worked on Pumper 7 flood lights & replaced straps on Stokes rescue basket.
Donna	6.25.20	Thu.	1:00 PM	4:00 PM	3:00	46:30	Scanned Personnel files to secure server.
Gary	6.25.20	Thu.	1:00 PM	4:00 PM	3:00	49:30	Cleaned City Hall gutters. Used tractor to level bigger area at Gorge View storage & cut back trees.
Donna	6.26.20	Fri.	9:00 AM	12:00	3:00	52:30	Opened City Hall. Answered phone & scanned personnel files to secure server.
Donna	6.26.20	Fri.	1:00 PM	4:00 PM	3:00	55:30	Opened City Hall. Answered phone & scanned personnel files to secure server.

**Volunteer Time Sheet - Gary & Donna Verdino**

**Week 4: June 27 to July 3, 2020**

Name	Date	Day	Time In	Time Out	Hours	Running Total	Task
Gary & Donna	6.29.20	Mon.	9:30 AM	12:30 PM	6:00	6:00	Pressure wash City Dock. Cleaned decal residue from right side of City truck until we ran out of cleaning agent.
Gary & Donna	6.29.20	Mon.	1:30 PM	5:15 PM	7:30	13:30	Finished pressure washing City Dock. Repaired broken fence and secured several loose boards in dock area.
Gary	6.29.20	Mon.	5:30 PM	8:30 PM	3:00	16:30	Fire training.
Gary & Donna	6.30.20	Tue.	8:45 AM	11:30 AM	5:30	22:00	Returned portable water tank to Gorge View storage. Trip to Toccoa to pick up oxygen, D strips, lettering, & Goof Off for TFFD.
Gary & Donna	6.30.20	Tue.	12:30 PM	1:00 PM	1:00	23:00	Finished Pumper 7 check-off sheet. Took TFFD trash to Recycle Center.
Donna	6.30.20	Tue.	1:45 PM	4:45 PM	3:00	26:00	Worked with citations & Personnel records in City Hall.
Donna	7.1.20	Wed.	8:45 AM	4:00 PM	7:15	33:15	City Hall open for business. Citations. Personnel files. Phone.
Gary	7.1.20	Wed.	4:45 PM	8:15 PM	3:30	36:45	Organized in Fire Dept with Paul M. Worked on tools.
Donna	7.2.20	Thu.	9:00 AM	4:00 PM	7:00	43:45	City Hall open for business. Personnel files. Phone. Walk ins
Gary	7.2.20	Thu.	9:00 AM	12:15 PM	3:15	47:00	Worked with Paul M. in FD. Took surplus gear to Stn. 1. Picked up and put away order from Home Depot.
Gary	7.2.20	Thu.	2:15 AM	5:45 PM	15:30	62:30	Organized in Fire Dept. To Toccoa with Paul M. for signage
Gary	7.2.20	Thu.	6:15 PM	8:30 PM	2:15	64:45	Cleaned last of decal residue from City truck, washed it & added new FD lettering.
Donna	7.3.20	Fri.	9:00 AM	4:00 PM	7:00	71:45	City Hall open for business. Personnel files. Phone.
Donna	7.3.20	Fri.	5:30 PM	6:15 PM	0:45	72:30	Finished up first box of Personnel files.

Monthly Total: 231  
 Monthly Required: 96



HABERSHAM COUNTY

GEORGIA | Est. 1818

**Office of County Commissioners**  
130 Jacob's Way, Suite 301, Clarkesville, GA 30523  
706-839-0200 Fax: 706-839-0209  
[www.habershamga.com](http://www.habershamga.com)

**MEMO TO:** Habersham County Board of Commissioners  
Town of Alto Mayor, Council, Town Clerk, and Finance Director  
City of Baldwin Mayor, Council, City Administrator, and City Clerk  
City of Clarkesville Mayor, Council, and City Manager  
City of Cornelia Mayor, Commission, and City Manager  
City of Demorest Mayor, Council, and City Manager  
Town of Mt. Airy Mayor, Council, and City Manager  
Town of Tallulah Falls Mayor, Council, and Town Clerk

**FROM:** Phil Sutton, County Manager

**DATE:** July 2, 2020

**SUBJECT:** Follow-Up to SPLOST 2021 Joint Called Meeting

This memo is a follow-up to our meeting on Tuesday June 23, 2020 in which the County and municipalities agreed on the SPLOST 2021 funds distribution method and presented their final project lists to the assembled group and public. Donnie Hunt, County Attorney, has prepared an intergovernmental agreement, which is attached for your consideration. We request each city council vote during July 2020 to approve this intergovernmental agreement, thereby allowing the County Commission to call for a referendum for voters to consider approval of SPLOST 2021 on the November 3<sup>rd</sup> election.

As we begin preparing educational materials to inform the public on the SPLOST 2021 proposal, we would like to ask each municipality to prepare a brief description of their primary projects to be funded by SPLOST and to include a few select pictures illustrating the intended purpose of those projects. I will assemble the information provided into a PowerPoint presentation to be used as an educational/informational tool for the public. The presentation could also be used by any community groups promoting the SPLOST 2021 voter referendum. Please submit this information to me by email to [psutton@habershamga.com](mailto:psutton@habershamga.com) no later than 5:00 p.m. on Friday July 24, 2020.

Please contact me if you have any questions or comments. Thank you.



## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the \_\_\_\_\_ day of July, 2020, among HABERSHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), the CITY OF ALTO, GEORGIA (“Alto”), the CITY OF BALDWIN, GEORGIA (“Baldwin”), the CITY OF CLARKESVILLE, GEORGIA (“Clarkesville”), the CITY OF CORNELIA, GEORGIA (“Cornelia”), the CITY OF DEMOREST, GEORGIA (“Demorest”), the CITY OF MOUNT AIRY, GEORGIA (“Mount Airy”) and the CITY OF TALLULAH FALLS, GEORGIA (“Tallulah Falls”), each a municipal corporation of the State of Georgia (singularly, “City” and collectively, the “Cities”).

### 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, the County is authorized pursuant to O.C.G.A. Section 48-8-110 et seq., as amended (the “Sales and Use Tax Act”) to levy and collect a one percent sales and use tax (the “Sales and Use Tax”) for the purpose of funding capital outlay projects (the “Projects”) and paying existing general obligation debt; 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, the County and the Cities propose to enter into this Agreement relating to the Projects and the Sales and Use Tax;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

**ARTICLE 1.**

**EFFECTIVE DATE**

This Agreement shall become effective upon its execution and shall continue in effect until the earlier of (a) the failure of the referendum referred to in Article IV or (b) the termination of the Sales and Use Tax in accordance with the Sales and Use Tax Act and the distribution of all funds collected therefrom in accordance with this Agreement.

## ARTICLE 2.

### REPRESENTATIONS

Each City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State of Georgia (hereinafter the "State"). Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate any ordinances of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor): (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The Cities contain no less than 50% of the aggregate municipal population located within the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the

County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

**ARTICLE 3.**

**PROJECT PROVISIONS**

The Cities and the County agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects." The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such Project) are set forth below:

<b>TOTAL ESTIMATED COSTS:</b>		<b>\$47,110,939.00</b>
<b><u>COUNTY TIER 2 PROJECT</u></b>		<b><u>ESTIMATED COSTS</u></b>
<b>HOSPITAL PROJECT</b>		<b><u>\$ 5,000,000.00</u></b>
<b><u>COUNTY GENERAL PROJECTS</u></b>		
<b>PUBLIC SAFETY</b>		<b>\$16,025,000.00</b>
-Emergency Services – Ambulances	\$1,200,000.00	
-Emergency Services – Fire	\$1,100,000.00	
-Emergency Services – Central Base Station	\$4,000,000.00	
-Sheriff Vehicles & Equipment	\$ 775,000.00	
-Emergency Radio System Upgrade	\$7,200,000.00	
-Animal Shelter	\$1,750,000.00	
<b>PUBLIC WORKS</b>		<b><u>\$12,475,000.00</u></b>
-Road Construction and Maintenance	\$6,560,000.00	
-Bridge Updates, Repairs and Replacements	\$3,200,000.00	
-Road Maintenance Equipment	\$1,500,000.00	
-Landfill Equipment	\$1,215,000.00	
		<b>\$28,500,000.00</b>
<b><u>ALTO PROJECTS</u></b>		
-Public Safety – Police Department/ GCIC Equipment	\$ 32,086.00	
-Public Works – Roads and Streets	\$ 160,430.00	
-Recreation – Community Center and Lee Dorsey Memorial Park	\$ 64,172.00	
-Water & Sewer – Water Line Extension & Wolf Pen Branch Well	<u>\$ 385,032.00</u>	
		<b>\$ 641,720.00</b>
<b><u>BALDWIN PROJECTS</u></b>		
-IT Upgrades	\$ 55,117.12	
-Public Safety	\$ 386,316.37	
-Public Works	\$ 239,833.93	
-Recreation	\$ 248,275.30	
-Roads, Streets & Bridges	\$1,553,210.28	
		<b>\$ 2,482,753.00</b>

**CLARKESVILLE PROJECTS**

-Cultural, Recreational & Historical	\$ 187,500.00	
-Public Safety	\$ 837,755.00	
-Roads, Streets & Bridges	\$ 515,192.00	
-Water and Sewer	<u>\$ 387,500.00</u>	
		<b>\$ 1,927,947.00</b>

**CORNELIA PROJECTS**

**COMMUNITY FACILITIES**

		\$ 1,295,000.00
-Municipal Complex	\$ 355,000.00	
-Software	\$ 200,000.00	
-Wall of Honor Parking Lot	\$ 175,000.00	
-New Downtown Parking Lot	\$ 565,000.00	

**PUBLIC SAFETY**

		\$ 2,475,000.00
-2 - Fire Trucks	\$1,350,000.00	
-14 - Police Vehicles	\$ 675,000.00	
-E911 Radios	\$ 450,000.00	

**ROADS, STREETS & BRIDGES**

		<u>\$ 1,527,174.00</u>
-Drainage Improvements	\$ 225,174.00	
-Sidewalk Improvements	\$ 256,000.00	
-Street Improvements	\$1,046,000.00	
		<b>\$ 5,297,174.00</b>

**DEMOREST PROJECTS**

-Public Facilities (Park Restrooms)	\$ 90,000.00	
-Public Safety	\$ 805,000.00	
-Police (Vehicles)	\$ 225,000.00	
-Fire (Truck)	\$ 580,000.00	
-Roads, Sidewalks and Bridges	\$ 180,000.00	
-Water & Sewer (Line)	<u>\$ 709,296.00</u>	
		<b>\$ 1,784,296.00</b>

**MOUNT AIRY PROJECTS**

-Capital Outlay Projects (Downtown Development (Sidewalks)*)	\$ 112,028.00	
-Public Facilities (City Hall Renovations)	\$ 125,000.00	
-Public Safety (Car and radios)	\$ 70,000.00	
-Recreation & Parks	\$ 30,000.00	
-Roads, Streets & Bridges	\$ 620,000.00	
-Water & Sewer	<u>\$ 300,000.00</u>	
		<b>\$ 1,257,028.00</b>

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\* Capital Outlay Projects are authorized by OCGA Section 48-8-111(a)(1) and are intended to promote economic development in downtown Mr. Airy).

**TALULLAH FALLS PROJECTS**

-Public Safety	\$ 110,010.50	
-Water – Infrastructure	<u>\$ 110,010.50</u>	
		<b>\$ 220,021.00</b>

(b) The County shall own and operate the County Projects except as to the Hospital Project. The Hospital Project shall be owned by the County but the Habersham County Hospital Authority (“Hospital Authority”) shall operate the Hospital Project. The City Projects shall be owned and operated by the respective City.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects except the Hospital Project. The Hospital Authority shall be responsible for paying or providing for all costs of operating, maintaining and insuring the Hospital Project unless the County shall agree otherwise in writing with the Hospital Authority. Each City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring its respective City Projects.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Each City shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.

(e) The County and the Cities intend to fund all the Projects set forth above. However, the County and the Cities may reallocate funds among Projects and may elect not to fund a Project (other than the Hospital Project) in accordance with Georgia laws. Furthermore, the County may fund the County Projects (other than the Hospital Project) in any order or priority it may deem necessary and the Cities may fund the City Projects in any order or priority they deem necessary or convenient.

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#### **ARTICLE 4.**

##### **CALLING REFERENDUM; COLLECTION TERM**

(a) The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 3<sup>rd</sup> day of November, 2020, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (i) the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Projects and (ii) up to \$12,000,000.00 in aggregate principal amount of general obligation debt of the County (the "Debt") shall be issued to fund in whole or in part any of the Project, capitalized interest on the Debt and the costs of issuing the Debt . The County shall pay all costs relating to the referendum.

(b) 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.



**ARTICLE 5.**

**DIVISION OF SALES AND USE TAX**

(a) The Sales and Use Tax proceeds shall be divided among the County and Cities according to the following percentages:

County	67.7	(exclusive of the \$5,000,000.00 for the Hospital Project)
Alto	1.5	
Baldwin	5.9	
Clarkesville	4.6	
Cornelia	12.6	
Demorest	4.2	
Mount Airy	3.0	
Tallulah Falls	<u>0.5</u>	
	100.00	

(b) For any overage of the total Sales and Use Tax proceeds after the estimated amount of \$47,110,939.00 is collected, said overage of Sales and Use Tax proceeds shall be divided among the County and Cities according to the same percentages.

## ARTICLE 6.

### DISTRIBUTION OF SALES AND USE TAX PROCEEDS

(a) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). Within the Sales Tax Account, the County shall create nine subaccounts: the "Debt Service Account," the "County Account," the "Alto Account," the "Baldwin Account," the "Clarksville Account," the "Cornelia Account," the "Demorest Account," the "Mount Airy Account" and the "Tallulah Falls Account" (together with the other accounts of the cities, the "City Accounts").

(b) The County's and the Cities' Sales and Use Tax collections used to pay the Debt shall be deposited into the Debt Service Account. The County's Sales and Use Tax collections used to pay the County Projects not funded with Debt proceeds shall be deposited into the County Account. The Cities' Sales and Use Tax collections used to pay the City Projects not funded with Debt shall be deposited into the City Accounts.

(c) The County shall deposit to the County Account (or the Debt Service Account if the County is a Borrowing Entity (hereinafter defined)) the first \$104,167 of Sales and Use Tax proceeds received each month until such time as the County has fully funded the Hospital Project (the "Monthly Hospital Project Deposit"). After the Monthly Hospital Project Deposit has been made each month, the County shall deposit to each account an amount equal to the percentages set for in Article 5 hereof. The County shall remit the moneys in the City Accounts to the Cities once a month. Each of the Cities shall create and maintain a separate account for the receipt and disbursement of the City's portion of the Sales and Use Tax proceeds (the "City Proceeds Accounts"). The Sales and Use Tax Account, the subaccounts created herein and the City Proceeds Accounts shall be used exclusively for the purposes set forth in this Agreement.

(d) If Debt is issued, the County shall establish a 12-month period as the "Sinking Fund Year" for the Debt. Within each Sinking Fund Year, the Sales and Use Tax proceeds of each Borrowing Entity (hereinafter defined) shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that Borrowing Entity's pro-rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a Borrowing Entity has funded its pro-rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining Sales and Use Tax proceeds of that Borrowing Entity shall be deposited into the County Account or the City Account, as appropriate.

## ARTICLE 7.

### DEBT

(a) The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of the Debt. Each of the Cities may request that Debt be issued to fund all or a portion of its City Projects; provided, however, in no event shall the amount of Debt issued for the benefit of the Cities exceed the maximum debt set for the County in Article 4 hereof in the amount of \$12,000,000.00 and in no event shall Debt be issued for a City Project that the County is not authorized by law to provide. The County may in its sole discretion authorize the issuance of Debt for City Projects.

(b) The County and each of the Cities receiving Debt proceeds is referred to herein as a "Borrowing Entity." Each Borrowing Entity acknowledges that it is responsible for the payment of its pro-rata share of (i) the debt service on the Debt, (ii) the costs of issuance and (iii) arbitrage rebate. Each City that is a Borrowing Entity authorizes the County to apply its share of the Sales and Use Tax proceeds to pay its pro-rata share of the debt service on the Debt.

(c) The Debt shall be paid first from a Borrowing Entity's share of the Sales and Use Tax proceeds. In the event that there are insufficient Sales and Use Tax proceeds to pay the Debt, each Borrowing Entity shall pay its share of any shortfall (the "Debt Service Payments") from its general fund. Each Borrowing Entity covenants that, in order to make the Debt Service Payments 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. Each Borrowing Entity 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 Payments that may be required to be made from the general fund, 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 Borrowing Entity to make any payments that may be required to be made from its general fund shall constitute a general obligation of the Borrowing Entity and a pledge of the full faith and credit of the Borrowing Entity.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the Borrowing Entity are hereby authorized and directed to set up as an appropriation on the accounts 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 Borrowing Entity had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrowing Entity shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(c) The obligations of the Borrowing Entity to make the Debt Service Payments and to perform and observe the other agreements on its part contained herein 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 Borrowing Entity (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, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any 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.

(d) The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. (collectively, the "Debt Professionals"). The County will keep each City that is a Borrowing Entity informed of the progression of the Debt issuance. Each City that is a Borrowing Entity shall cooperate in furtherance of the Debt issuance process, including but not limited to providing such information about the City and the City Projects as the County or any of the Debt Professionals may reasonably request.

## **ARTICLE 8.**

### **RECORD KEEPING**

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts. The Cities shall have the right to review and be provided copies of all such records upon request to the County. Likewise, the Cities shall keep detailed records of its City Proceeds Account. The County shall have the right to review and be provided with copies of all such records upon request.

(b) The County and the Cities shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that a City does not comply with the requirements of this paragraph, the County nor any other City shall be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, no City shall be held liable in any manner for such noncompliance. In the event that any City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance.

**ARTICLE 9.**

**MISCELLANEOUS**

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-30 et seq., as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to the distribution and use of Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds.

**SIGNATURE SHEETS FOR EACH PARTY TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

HABERSHAM COUNTY, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

(Intergovernmental Agreement)

CITY OF ALTO, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk



CITY OF BALDWIN, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF CLARKESVILLE, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF CORNELIA, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF DEMOREST, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

(Intergovernmental Agreement)

CITY OF MOUNT AIRY, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CITY OF TALLULAH FALLS, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

(Intergovernmental Agreement)



## **AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT**

THIS AGREEMENT made this\_ day of \_\_\_\_\_ 2020, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Tallulah Falls** (herein "City,") a City of the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

**"Notice of Liability"** means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

**"Person" or "persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

**"ASE System"** means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

**"Violation"** means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

### **2 BLS AGREES TO PROVIDE:**

The scope of work identified in **Exhibit A**.

### **3 City AGREES TO PROVIDE:**

The scope of work identified in **Exhibit B**.

#### 4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 1 (one) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for 4 (four) additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

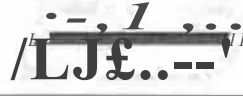
- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.





## **5. ASSIGNMENT AND EFFECT OF AGREEMENT**

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

## **6. FEES AND PAYMENT**

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

## **7. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to City under this Agreement.

## **8. CONFIDENTIAL INFORMATION**

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



**14. ADDITIONAL SERVICES**

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one-time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

**15. VAUDITY AND CONSTRUCTION OF TERMS**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

**16. ENTIRE AGREEMENT**

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

**17. AUDIT RIGHTS**

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

**18. COVENANT OF FURTHER ASSURANCES**

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

**19, NO AGENCY**

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

**20, NOTICES**

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions  
Mark Hutchinson, CEO  
3903 Volunteer Dr., Suite 400  
Chattanooga, TN 37416

Notices to Tallulah Falls Police Department  
Chief Tonya Elrod  
255 Main St.  
Tallulah Falls, GA 30573

**21, COMPLIANCE WITH LAWS**

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.



**22. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

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

City OF \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

Approved and authorized this \_ day of \_\_\_\_\_, 2020.



## **Exhibit A**

### **BLS Obligations and Scope of Work**

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.

9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:

- i) Total number of violation events.
- ii) Total number of actionable violation events.
- iii) Total number of Notices of Liability issued.
- iv) Total number of Notices of Liability paid.
- v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.

10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.

11) BLS will provide two (2) radar speed signs per school zone for placement prior to enforcement cameras. Notwithstanding the foregoing, the parties agree that the City shall be solely responsible for placement, installation and obtaining any regulatory approval related thereto.

DRAFT

**Exhibit B**

**City Obligations and Scope of Work**

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear-disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall, upon receiving court dispositions, automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.





10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity, electricity hookup, etc. as needed. To the extent such is necessary, City will assist BLS in obtaining all City, state, and city or special permits needed for placement of poles, electricity, or any other service needed for the installation and usage of the ASE System. BLS will place and install poles at the direction of the City. After installation by BLS, City shall make any requests for changes, alterations or modifications related thereto in writing and shall be responsible for any expenses incurred by BLS in making such changes, alterations or modifications.

11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.

12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, etc. City will have the ability to turn the ASE System *off* during unpermitted use periods, however, City may make a written request for BLS to turn the ASE System *off* during unpermitted time periods. City shall notify BLS of any school closing, and BLS shall wait one day to process any violations received, in order to ensure adequate time is given for any potential such notification. City shall indemnify and hold harmless BLS against all liabilities and expenses arising from City's failure to notify BLS of any closings or changes in school schedules.

13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.

14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.

15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.

16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement.



**Exhibit C**  
**Service Fees**

The City agrees to pay BLS the Fee(s) as itemized below:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share. In the event the agreement is terminated by the City as allowed by Section 4.A.(i), prior to full recovery of equipment and installation costs, the City will be responsible for the balance. The parties agree the cost of development, implementation, and installation of the ASE System is \$75,000 per installed ASE Camera System, and upon early termination under Section 4.A.(i) the City shall reimburse BLS for such cost of the ASE System used by City. Full payment of all such costs will be due within 30 days after the date of termination.

**Fees Charged to Violators**

A credit card convenience fee of \$4.90 to be charged to the violator using a credit card (unless prohibited by state statute) for violation payment paid via the Internet. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.



**Exhibit D**

**Number and Locations of ASE System Equipment**

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

\_\_ ( ) ASE Systems will be provided: Additional units may be added without contract amendment.

Agreed to this date:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Blue Line Solutions, LLC Signature

\_\_\_\_\_

Date

## Clerk's Recommendation

Based on price and value to the public, I would suggest that we utilize our server for preserving and backing up sensitive documents. This has been set up for us by our IT company and Donna Verdino has already started scanning the files.

### Net Zero Cost

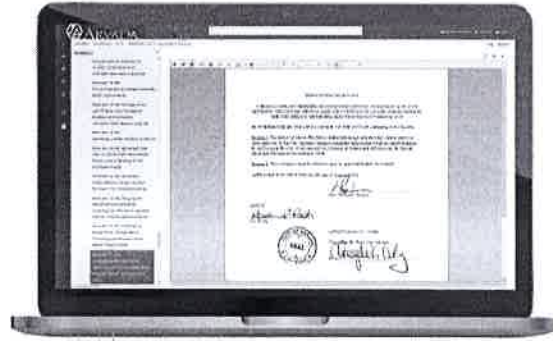
For preserving our public documents such as minutes, agendas, zoning decision, resolutions, etc., I would suggest that we add Munidocs to our Municode subscription. This allows public search capabilities using keywords for the media, citizens, staff and Town attorney saving time and eliminating many open record requests. This will work with our website and will provide taxpayers a definite benefit. The 25GB is estimated to give us approximately 15,000 documents. Municode feels confident that this will last us for a long time. The subscription can be cancelled at any time and there is no set-up fee. This is the least expensive option and it will allow public access. The other more expensive services (ranging from \$3000 - \$5500 for the first year) allow for secure storage of our documents and lots of great features, but it is not intended for public use. With Munidocs, Donna can scan the documents if we get started soon.

### \$350 annual subscription

# municode

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## MUNIDOCs PROPOSAL



## Tallulah Falls, GA

June 2, 2020

MuniDocs, the self-uploading document archival tool allows you to upload a wide variety of .rtf, .doc, .docx, and original .pdf documents to browse and search alongside the Code. Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box from the administrator dashboard, where all uploaded documents can be managed. When uploaded, users can choose from a wide list of predefined document types, including minutes, agendas, resolutions and more.

These documents are immediately converted to PDF and indexed for search, organized in nested folders – allowing the public to browse and search them immediately. While Municode cannot guarantee that all scanned documents will be 100% searchable, especially old documents, documents created in WORD and then converted to PDF will be searchable. Your collection of documents will be fully filterable for ease of use.

No set up fee is required and the cost for this service will be an annual fee. Data will just be posted online, searchable and printable only. Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at [ords@municode.com](mailto:ords@municode.com).

<u>Storage Capacity</u>	<u>Annual Fee</u>
<input checked="" type="checkbox"/> 0 GB to 25 GB data	\$ 350
<input type="checkbox"/> 25+ GB to 50 GB data	\$ 600
<input type="checkbox"/> 50+ GB to 75 GB data	\$ 850
<input type="checkbox"/> 75+ GB to 100 GB data	\$1,200
<input type="checkbox"/> Over 100 GB data	Is available upon request

**What is a GB (gigabyte)?** A scanned image (page), sized at roughly 8.5 x 11 scanned at 300 dpi is on average 65 kb (kilobytes) per page/image. Thus, 1 GB (1,000,000 kbs) stores roughly 15,385 images/pages. Converting GB to an exact document count is difficult as different documents have a different number of pages.

- Training includes: Two 30-minute sessions. Additional training sessions are available at \$100 per hour.
- MuniDocs service can be cancelled at any time, however the annual fee is not refunded if cancelled during a current annual term. If the service is cancelled all documents posted will be removed online on an agreed upon
- Municode is not liable for any material that is uploaded to the site by the municipality or any third party.

### Agreement Accepted by Tallulah Falls, GA

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# MuniDocs Enhanced Features

Name

Minutes

Agendas

Budgets

Resolutions

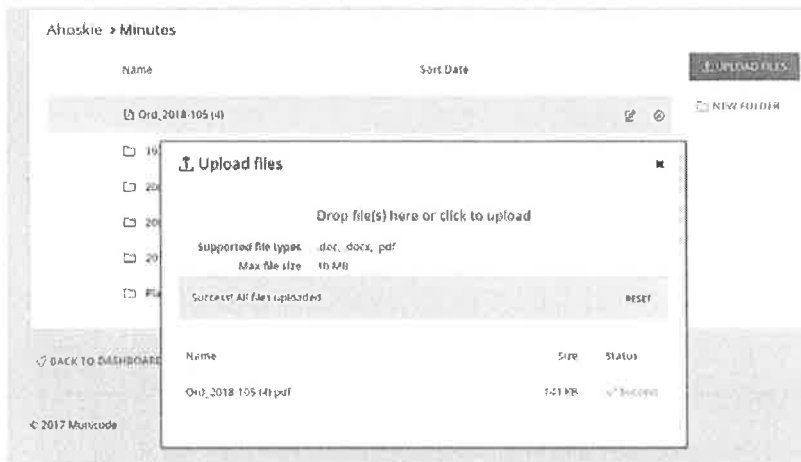
Applications

Forms

Policies

Manuals

Misc. Documents



Municode's efforts are intended to improve accessibility but do not ensure full ADA compliance of PDF documents. ADA compliance is a shared responsibility that requires a multi-faceted, teamwork approach. We are committed to making accessibility an integral component of all Municode products and working to update those products as new requirements emerge. If a fully ADA compliant PDF document is submitted to Municode's MuniDocs service, it will remain compliant throughout the upload process.

While Municode is making every effort to ensure that our platforms support ADA compliance, there are requirements, tools, and educational resources that we encourage you to review to ensure that the content you are creating (i.e. PDF documents, video, and audio) enters our platform in a compliant state.

For each PDF document uploaded to the MuniDocs service, we perform the following accessibility enhancements: Check to see if the PDF is searchable and if not, OCR the PDF using the open source Tesseract Optical Character Recognition engine.

- ★ Check to see if the PDF document has already been tagged - if so, the next steps are skipped so that we don't remove any manual accessibility steps that may have been taken prior to uploading the PDF.
- ★ Set the Document Title metadata property using the uploaded document's filename.
- ★ Set the Primary Language metadata property to English.
- ★ Auto tag the PDF document to provide a base level of tags to be used by screen readers.

**Raw Data, Inc.**  
 1712 Ridge Valley CT NW  
 Atlanta, GA 30327-1822

# QUOTATION

Quote Number: 777  
 Quote Date: Jun 11, 2020  
 Page: 1

Voice: 404-351-2800  
 Fax: 404-935-0747

Quoted To:
Town of Tallaluh Falls PO Box 56 Tallulah Falls, GA 30573

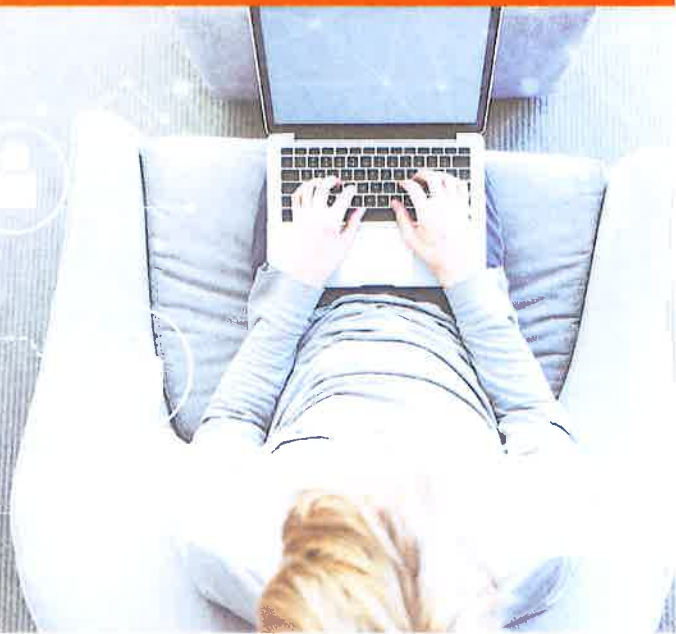
Customer ID	Good Thru	Payment Terms	Sales Rep
TALLALUH2020	7/11/20	Net 30 Days	HOUSE_ACCOUNT

Quantity	Item	Description	Unit Price	Amount
1.00	SQ9-GSC2CE-005	Global Search C2 Business Essentials, 12-Month Bundle - # GSC2CE-005	3,000.00	3,000.00
1.00	RAW-SVCS	Professional Services - Remote Setup, Configuration and Training	1,000.00	1,000.00
1.00		Customer Provided Discount	1,000.00	-1,000.00
Notes: - This is a cloud-based solution - Can be rapidly-deployed. Installed, configured and up-and-running in 1 day - Annual subscription pricing model - Includes 50GB of cloud storage; this will hold approx. 100 4-drawer file cabinets of documents - Add'l storage can be added at any time - 3 concurrent users				
			Subtotal	3,000.00
			Sales Tax	
			<b>TOTAL</b>	<b>3,000.00</b>



# Cloud-Based Information Management Software

## GlobalSearch® C2 Business Essentials



**Leverage the scanning capabilities of your multifunctional printer (MFP) to digitally transform and manage documents in a secure and highly accessible cloud platform.**

GlobalSearch C2 for Business Essentials is a powerful solution for capturing, storing, and organizing essential documents and critical business information. GlobalSearch C2 supports common business applications with built in solutions for managing Accounts Payable, Accounts Receivable, Human Resources and Contract Management content.



### Document Import

Simplify the way you scan documents from your MFP to the cloud.



### External Platform

Eliminate the need to manage an internal hardware infrastructure.



### Maintenance Free

No need to apply upgrades or perform lengthy backups to protect your information.



### Reliable & Secure

Hosted on the Amazon Web Services platform, designed for 99.9% uptime and durability.



### Unlimited Access

Real-time access to information from any modern browser.



### Scalable Upgrades

Optional solution add-ons including workflow automation and web forms management.

Visit [www.rawdatainc.com](http://www.rawdatainc.com) to learn more!

[www.rawdatainc.com](http://www.rawdatainc.com) | Main 404.351.2800



## **Proposed Kofile – Content Management System Software Overview**

### **Information Retrieval**

By deploying the Content/Document Management System, the Town of Tallulah Falls – Town Clerk/Municipal Court Clerk's Office, along with any other office, will have instant access to information from your PC 24X7. The proposed Content Management solution is based on Web – Internet access through the docMgt software interface. Kofile will assist the Town of Tallulah Falls with adding additional applications and/or docMgt users and options in the future, if required.

### **Kofile/docMgt Training and On-Going Support**

Kofile and docMgt will provide both System Administrator and End-User training for the Town of Tallulah Falls. Our team will work with the Systems Administrator for installing docMgt on the scan station and workstation PC's to be used at the Town of Tallulah Falls. Application(s) will be set up based on the specific requirements of the Town of Tallulah Falls. Kofile and docMgt will provide system support and manage daily back-ups. For any application modification/creation our Professional Services rates will apply.

### **Recommended Solution**

With the docMgt – Content/Document Management System, the Town of Tallulah Falls will electronically manage (store and retrieve) scanned images, electronic photos, and any additional types of content (paper, pdf's, word files, etc.) with instant access for authorized requestors.

Unlike retrieving paper documents, electronic information can be accessed by multiple requestors at the same time. No more misfiling and the information is backed up daily so that the Town of Tallulah Falls will have a complete backup to the vital information in the event of a disaster.

This proposal contains all of the components necessary to provide a successful Content/Document Management Solution for the Town of Tallulah Falls. The docMgt System consists of imaging software and Kofile Professional Services for installation, training, and on-going support.

Our proposal is specifically tailored for the Town of Tallulah Falls. The docMgt solution contains the essential elements of conversion services, storage, and retrieval. The Town of Tallulah Falls can add other components (e.g. Digital Signatures, Workflow, etc.) to our solution at any time for additional functionality.

## docMgt – Content/Document Management System Investment Detail

Kofile anticipates the following investment pricing for the docMgt – Content Management Solution for the Town of Tallulah Falls Document Imaging requirements. Kofile provides “A Single Point of Contact” for all of your imaging requirements today and tomorrow.

QTY	PRODUCT DESCRIPTION	MANUFACTURER SUGGESTED LIST PRICE	KOFILE SPECIAL PRICE FOR THE TOWN OF TALLULAH FALLS
1	<i>docMgt Project Setup for docMgt application setup, configuration &amp; training (one-time fee for historical meeting minutes, HR and zoning &amp; planning)</i>	\$2,500.00	\$1,500.00
1	<i>Monthly Investment docMgt – (based on image level 1 (up to 50,000 images) &amp; unlimited users. Invoiced per month.</i>	\$300.00	\$255.00
1	<b>Optional</b> <i>Fujitsu 7160 document scanner (includes 1<sup>st</sup> year maintenance &amp; shipping)</i>	\$1,550.00	\$1,200.00

Note: The above set-up charge for docMgt is a one-time investment for the three applications (historical meeting minutes, HR and zoning & planning) indicated in this proposal. For any new application (e.g. Police Records) we will gather the requirements and the setup charge is \$1,200.00 per application. The above monthly investment is for the first image count level (up to 50,000 images) and the next image count level is 50,001 to 100,000 images or level 2. The monthly price for level 2 is \$425.00 per month. Pricing for additional levels will be provided upon request. The above investment doesn't include the interface between docMgt and the Town of Tallulah Fall's website. Kofile will provide that price after a discovery call and the LOE is identified.

## **Kofile – System Terms & Conditions**

Kofile Discount: The Kofile discount shown is based on our existing business relationship with the Town of Tallulah Falls. If any of the quantities or scope of services change, Kofile reserves the right to adjust our pricing.

This proposal is based on Kofile providing the docMgt – Content/Document Management Solution for the Town of Tallulah Falls.

Kofile will invoice monthly for the docMgt solution. Sales, use, or other taxes measured by sales or receipts are not included in the prices shown, but will be added to Kofile invoices, if applicable.

For order processing, we will provide a sales quote for the solution for your signature as your approval and you can return via fax or email for order processing. If generating a PO please make it out to Kofile – 6300 Cedar Springs Road – Dallas, TX 75235 – Attn: Mike Patty. Please fax a copy of your PO to 918.512.4360 – Attn: Mike Patty to expedite order processing. For remittance processing, our address is: PO Box 541028 - Dallas, TX 75354.

This quotation is **good through 8/31/20** and is subject to change thereafter.

Kofile will work with the Town of Tallulah Falls to provide the setup and training for docMgt within the timeline that best meets your requirements. The average system deployment is within 2-4 weeks after receipt of order.

## Linda Lapeyrouse

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**From:** Cierra Decraene <cierra.decraene@powerdms.com>  
**Sent:** Thursday, May 21, 2020 12:02 PM  
**To:** Linda Lapeyrouse  
**Subject:** PowerDMS: Summary  
**Attachments:** PowerDMS for Cities and Counties.pdf

Hi Linda,

Thank you for taking my call this morning, it was a pleasure to speak with you, and I hope for an opportunity to demonstrate the PowerDMS platform to your team.

I have attached additional literature on PowerDMS, and included links out to a few short summary videos as well. Please feel free to share with the team!

[PowerDMS Short Overview Video](#)  
[PowerDMS Summary Of Policy Management](#)

In regards to price, you would be looking at \$1,560-\$5,500 annually for 4 users to PowerDMS, depending on what features you are looking for.

Thank you again, I look forward to touching base again next week!

Best,  
Cierra DeCraene

Cierra DeCraene

**Regional Sales Manager**

Email: [Cierra.DeCraene@powerdms.com](mailto:Cierra.DeCraene@powerdms.com)

Cell: 734-620-3692

[101 S. Garland Ave, Ste 300](#)

[Orlando, FL 32801](#)

[www.powerdms.com](http://www.powerdms.com)

# PowerDMS<sup>™</sup>

for Cities and Counties

PowerDMS is a platform cities and counties leverage to manage and disseminate policy acknowledgment, employee training and new employee onboarding to ensure city and county-wide tracking and accountability.



## Benefits of PowerDMS

- ✓ **Accessible:** Provide centralized 24/7 access to all critical content across all devices
- ✓ **Versatile:** Create multiple workflow processes to accommodate each department
- ✓ **Affordable:** Ensure quality training while reducing overtime costs



### Online Central Location:

Employees can quickly find policies, procedures, forms and other critical job-related documents, from anywhere in a matter of seconds. When they are out on the job, they can access the information they need from any internet-enabled device. For higher liability policies, obtain electronic signatures to help mitigate risk if an incident does occur.



### Versatile Collaboration Tools:

Provide each department with an efficient way to create, store and update their policies and procedures. With online workflows, document owners are automatically reminded when a document is due to be reviewed and can send changes electronically for approval. Each department can set up their workflows to meet their unique approval processes. With audit trails and a side-by-side comparison tool, employees can see who made a change, when the change was made and how the document was changed.



### Online Training:

Save on employee overtime costs by providing online training for topics such as workplace harassment, rather than scheduling classroom time. Onboard new employees quicker by having the training they need accessible to them on day one. Additionally, each department can create and manage their own training courses by uploading videos, PowerPoints, images, or documents.



***I am routinely asked to respond to record inquiries, training verification requests, and more. I've worked in the public sector for twenty-six years, but anyone who has been subjected to these kinds of calls knows the amount of work -- emails, phone calls, and follow-up -- they entail.***

***I cannot overstate the relief I feel knowing that today, it takes just minutes to provide the information that is requested of me. With PowerDMS, all of the training and policy information I need is ready and waiting at the push of a button.***

Steve Cooley

**CHIEF INSPECTOR**

**WHATCOM COUNTY SHERIFF'S OFFICE**

APPLICATION FOR ALCOHOLIC BEVERAGES

**INSTRUCTIONS: THIS APPLICATION MUST BE TYPED OR PRINTED LEGIBLY AND EXECUTED UNDER OATH. EACH QUESTION MUST BE ANSWERED COMPLETELY. (If the space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached).**

Business Name: Main Street Grill & BBQ

TYPE OF LICENSE: (check one)  New License  New Ownership

ADMINISTRATIVE FEE: \$250.00 – ALL NEW APPLICANTS AND RENEWALS (if licensee has changed).

TYPE OF BUSINESS (check all that apply):

- Restaurant
- Hotel/Motel
- Wholesale
- Super Market/Grocery Store
- Convenience Store
- Brew Pub
- Special Events Facility
- Other

Will your establishment provide “live” entertainment?  Yes  No

If yes, please explain: \_\_\_\_\_

TYPE OF LICENSE AND FEES (check all that apply):

**DISTRIBUTION**

- Distribution to importers or wholesale dealers
- Beer only - TBD
- Wine Only - \$1000

**OTHER (supplemental license)**

- Licensed Caterer (Beer/Wine) - TBD
- Alcohol Beverage Manufacturer - \$500
- Wine Tasting Room - TBD (off premises retail pkg.)
- Brew Pub - TBD

**RETAIL CONSUMPTION (on premises)**

- Malt Beverages and Wine - \$800
- Malt Beverages only - \$400
- Wine only - \$400
- Distilled spirits - TBD

**OTHER (stand-alone licenses)**

- Performing Arts Facility - TBD
- Special event by a civic non-profit - TBD
- Gift Shop (Beer/Wine) - TBD
- Special Events Vendor - TBD

Redacted

**Town of Tallulah Falls – Alcohol License Application**

**BUSINESS INFORMATION:**

Business name: Main Street Grill & BBQ  
Street Address: 110 Main Street  
City: Tallulah Falls State: Ga. Zip Code: 30573

**TYPE OF OWNERSHIP**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Sole Ownership                                | <input type="checkbox"/> Privately Held Corporation |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Public Held Corporation    |
| <input type="checkbox"/> Public Held Corporation<br>Subject to S.E.C. Regulations | <input type="checkbox"/> Other                      |

**OWNER (1) INFORMATION:**

Owner Name: Jeffrey Cope Length of Residency: 5 yr DOB: \_\_\_\_\_

**IF BUSINESS HAS MORE THAN ONE OWNER, PLEASE COMPLETE THE FOLLOWING:**

**OWNER (2) INFORMATION:**

Owner Name: \_\_\_\_\_ Length of Residency: \_\_\_\_\_ DOB: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**OWNER (3) INFORMATION:**

Owner Name: \_\_\_\_\_ Length of Residency: \_\_\_\_\_ DOB: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**PLEASE COMPLETE FOR EACH MANAGER FOR YOUR BUSINESS:**

**MANAGER (1) INFORMATION:**

Manager Name: \_\_\_\_\_ Length of Residency: \_\_\_\_\_ DOB: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_



**MANAGER (2) INFORMATION:**

Manager Name: \_\_\_\_\_ Length of Residency: \_\_\_\_\_ DOB: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**MANAGER (3) INFORMATION:**

Manager Name: \_\_\_\_\_ Length of Residency: \_\_\_\_\_ DOB: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

**Partners or LLC members having any financial interest shall list the names, addresses and ownership interest of each:**

- Full Legal Name \_\_\_\_\_ % Interest \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Age \_\_\_\_\_ Length of Residency \_\_\_\_\_
- Full Legal Name \_\_\_\_\_ % Interest \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Age \_\_\_\_\_ Length of Residency \_\_\_\_\_
- Full Legal Name \_\_\_\_\_ % Interest \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Age \_\_\_\_\_ Length of Residency \_\_\_\_\_

**c) For Corporation:**

Name of Corporation \_\_\_\_\_  
(Name must be shown exactly as in Articles of Incorporation or Charter)  
Date of Incorporation \_\_\_\_\_ Place of Incorporation \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Officers:**

- Full Legal Name \_\_\_\_\_  
% Stock Owned \_\_\_\_\_ Office Held \_\_\_\_\_  
Home Address \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Age \_\_\_\_\_ Length of Residency \_\_\_\_\_
- Full Legal Name \_\_\_\_\_

% Stock Owned \_\_\_\_\_ Office Held \_\_\_\_\_  
 Home Address \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Age \_\_\_\_\_ Length of Residency \_\_\_\_\_  
 ➤ Full Legal Name \_\_\_\_\_  
 % Stock Owned \_\_\_\_\_ Office Held \_\_\_\_\_  
 Home Address \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Age \_\_\_\_\_ Length of Residency \_\_\_\_\_

**Property:**

(Evidence of ownership of the building or proposed building must be attached to application. If property is leased, you must attach copy of lease or if a franchise, attach copy of franchise agreement or contract.)

Owner of the property (land and building) where the business will be located:

Name Cary Hamilton  
 Address PO Box  
 City Tallulah Falls State GA Zip Code 30573

Is the space where the business is to be located rented or leased?  Yes  No

If yes, please state name of landlord or lessor and address:

Name Cary Hamilton Address PO Box  
 City Tallulah Falls State GA Zip Code 30573

If the space is rented or leased, is the rent for the premises to be paid to the landlord or lessor on a percentage of the business or contingent upon the amount of business done?  Yes  No

Names and addresses of all entities having any whole, partial, beneficial or other interest in and to the land and building on and in which the store is located:

Name \_\_\_\_\_ Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(Attach additional pages if necessary)

Is the building within the city limits of Tallulah Falls, Georgia?  Yes  No

**Silent, undisclosed partners or joint venturers:**

Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firms, companies, corporations or others?

Yes       No      If yes, please state name of person or other entity with address and amount of percentage of profits and receipts to be split:

Name \_\_\_\_\_ Address \_\_\_\_\_

% \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Residency/Age Requirement:**

Is the Applicant and Managing Agent at least 21 years of age or older?

Yes       No

Is the Applicant:

(check one):

- A United States citizen
- A legal permanent resident
- A qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States

Is the Managing Agent:

(check one)

- A United States citizen
- A legal permanent resident
- A qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States

**Disclosure of previous denials:**

Is there any person, managing agent, registered agent, or anyone holding any financial interest in this business who has at any previous time applied for a beer, wine, and/or liquor license from the Town of Tallulah Falls or any other City or County in the State of Georgia or other state or political subdivision?

Yes       No      If yes, please give full details of disposition on separate sheet.

Is there any person, managing agent, registered agent, or anyone holding any financial interest in this business who has had an alcoholic beverage license revoked or suspended by or to any federal, state or local authority?

Yes       No      If yes, please give full details of disposition on separate sheet.

**Disclosure of licenses held:**

Is there any person, managing agent, registered agent, or anyone with a financial interest in this business who holds another alcohol license in any retail category or any license under any wholesale category?  Yes       No      If yes, please give full details on separate sheet.

**14. Disclosure of felony/other convictions or offenses:**

Is there any person, managing agent, registered agent, or anyone with a financial interest in this business who:

- Has ever been convicted under any federal, state or local law of a crime, other than for traffic violations? Yes  No

If yes, please give full details (include separate sheet of paper if needed) including dates, charges and disposition.

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- Who has remaining any delinquent ad valorem taxes due the Town of Tallulah Falls or has any outstanding utility bills, fines, assessments, liens, fi fas, penalties, or judgments due to the Town of Tallulah Falls or is currently in any violation of any Town of Tallulah Falls ordinance or resolution?

Yes  No If yes, please give full details on separate sheet.

All of the foregoing information is hereby given and all of the foregoing statements are hereby made under oath, willfully, knowingly and absolutely, and the same is and are hereby sworn to be true under penalty for false swearing as provide by law.

Sworn to and subscribed before me,

This 4 day of June, 2020

Linda Papayouse  
Notary Public

My Commission Expires

Jeffrey Cope  
Applicant Signature

Jeffrey Cope  
Printed Name of Applicant

owner  
Title of Applicant



**This application will not be accepted until it is completed with all required attachments.**

**This written application for the license shall be a permanent record which the licensee must maintain current as required by the Town of Tallulah Falls Alcohol Ordinance. Failure to maintain a current application shall be grounds for revocation of the license.**

- **If the applicant is denied a City or a state license, the deposit representing the initial license fee shall be refunded, but the cost paid for the application, investigation and administrative cost shall be retained.**

- There shall be an annual license fee for each license payable in advance for the entire year, beginning January 1 and ending December 31, of each year.
- In the event a license is revoked, surrendered or suspended, there shall be no refund whatsoever.

FOR OFFICIAL USE ONLY:

**CLERK REVIEW:**

\_\_\_\_\_  
Date

APPLICANT HAS OBTAINED ALL NECESSARY  
PERMITS

\_\_\_\_\_  
City Clerk

FOR OFFICIAL USE ONLY:

**CRIMINAL BACKGROUND REVIEW:**

\_\_\_\_\_  
Date

APPLICANT HAS COMPLETED ALL  
REQUIREMENTS FOR FEDERAL AND  
STATE BACKGROUND CHECK AND RESULTS  
COMPLY WITH THE ORDINANCE  
REQUIREMENTS

*Pending ORI number*

July 2, 2020

TO: Town of Tallulah Falls  
P.O. Box 56  
Tallulah Falls, Georgia 30573

FROM: Reverend James E. Turpen, Sr.  
P.O. Box 25  
Tallulah Falls, Georgia 30573

I oppose any alcoholic beverage being approved for sale or distributed in the Town of Tallulah Falls, Georgia 30573. I also oppose you, Mayor and Council, approving the applied for licensing by owner/managing agent, Jeff Cope of Main Street Grill and BBA located at 110 Main Street, Tallulah Falls, Georgia.

Looks like you, mayor and council, have enough problems to deal with without taking on the alcohol problem and the guilt and hurt that goes with it.

Will be praying for your disapproval as well as consideration is given to the hereafter.

Sincerely,

A handwritten signature in cursive script that reads "Rev. James E. Turpen, Sr." The signature is written in black ink and is positioned below the word "Sincerely,".

Rev. James E. Turpen, Sr.

July 2, 2020

TO: Mayor and Council  
P.O. Box 56  
Town of Tallulah Falls, Georgia 30573


I oppose any alcoholic beverage being approved for sale or to be distributed in the Town of Tallulah Falls, Georgia. I have lived in Tallulah Falls since 1962 (58 years) and the town has been a wonderful and safe place to raise our children and grandchildren.

Now our town has mostly retirees living here who need to be considered. We have Tallulah Falls School with many young people in attendance. We need to set a good example for them.

Why do we need alcohol beverages in our small town, with a major highway running through town? More and more traffic accidents will be happening.

We are very blessed to have two churches in our town—Tallulah Falls Baptist and Tallulah Falls United Methodist. You and every resident in our town are invited to visit either. It might make a difference in your life and the life of the town.

Sincerely,

A handwritten signature in black ink that reads "Catherine Turpen". The signature is written in a cursive style.

Catherine Turpen





**TALLULAH FALLS  
UNITED METHODIST CHURCH**

**204 Church Street  
P. O. Box 100  
Tallulah Falls, Georgia 30573**

July 2, 2020

**To: Mayor and Council  
Town of Tallulah Falls, Georgia  
P.O. Box 56  
Tallulah Falls, Georgia 30573**

**From: Members, Friends, and Pastor of  
The Tallulah Falls United Methodist Church  
204 Church Street/P.O. Box 100/706-754-2742  
Tallulah Falls, Georgia 30573**

As members and friends of the Tallulah Falls United Methodist Church, we oppose your granting of any alcohol license for the sale of any alcohol product any where in the town of Tallulah Falls, Georgia.

We oppose the granting of a license to Jeff Cope of Main Street Grill and BBQ, located at 110 Main Street, Tallulah Falls, Georgia 30573.

Too many deaths have been caused on the road ways of Rabun and Habersham Counties because of driving under the influence of alcohol. It has also contributed to many home and domestic problems. We do not want it sold in our town, now or ever.

Praying for no approval,

Rev. James E. Turpen, Sr.  
Pastor

**James E. Turpen, Sr., Pastor - 706-754-2742**

**As a Congregation it is our desire to share the good news of the gospel of Jesus Christ with people near and far through worship, service, and Christian love.**

## Linda Lapeyrouse

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**From:** vkinghton PZ  
**Sent:** Tuesday, July 7, 2020 7:54 PM  
**To:** Craig Weatherly; Deb Goatcher; Joey Fountain; Mike Early; Linda Lapeyrouse  
**Cc:** christi.sheppard@gmail.com  
**Subject:** P & Z Commission vacancy

My term on the Planning and Zoning Commission expires July 28, 2020. Unfortunately, I am unable to offer myself for reappointment to another term. I hope I was able to provide some service to the Town of Tallulah Falls. Cristi Sheppard, 409 Hickory Nut Mountain Road, has agreed to serve on the Commission if appointed by the City Council. She has attended several City Council and P & Z meetings and offered constructive input at some of those meetings. I believe Christi would be an effective member of the P & Z Commission and recommend her appointment.

Van Knighton

# ENVIRONMENTAL MANAGEMENT SERVICES, INC.

July 6, 2020

Town of Tallulah Falls  
Attn: Honorable Mayor Early  
P.O. Box 56  
255 Main Street  
Tallulah Falls, Georgia 30573

Sent via email to: [clerk@tallulahfallsga.gov](mailto:clerk@tallulahfallsga.gov)

Honorable Mayor Early

Please find the June report below. The month of June seems to have been quiet with very few issues with the exception of the Jungle Line.

Updates on the City's water system.

As you are all now aware, the jungle line has failed and has caused EMS and the City to spring into emergency actions. On Wednesday 6/24/2020 Scott Porter was doing his weekly water inspections he went into the booster station located at the City's 55k tank, when he entered the room and went to read the meter that tells us what flow is being pumped to the Hickory Nut system he noticed that the meter was spinning out of control and the pumps were not running. Scott immediately acted and closed the valve that feeds the booster pumps. Once the valve was closed the meter stopped.

By this time Scott understood that there was an issue between the booster station and the Hickory Nut tank. Scott then drove to Gorge View Road and checked for leaks within the areas of what he could see. This included checking the valves adjacent to Mr. Early's property. Scott then drove through the woods along the path of the Hickory Nut Feed line looking for issues. By this time Josh Lester of EMS arrived to assist with trying to find a possible solution to the leak. Josh and Scott started to close valves and run tests on the jungle line to help isolate where the leak might be. When the crew closed the valves located next to Mr. Early's property and opened the feed valve for the booster tank the meter started to spin out of control with no pumps active yet again. At that point it was decided that it would be better to leave the valve shut until the next day and then start to build a plan.

Thursday 6/25/2020 Mike Sams met with Scott Porter to start looking at plans along with Mr. Larry Hamilton. After a short time it was decided to lay a temporary line across the ground coming from the City's main tank over to the valve connection at Mr. Early's property. EMS contacted Sam Davis for assistance so that the line could be laid across the valley and connected. Sam Davis brought over 613' of 3" line and assisted EMS to lay the temporary line.

By the afternoon the line had been laid and testing was begun, the first test was to slightly fill the line to make sure that all glue joints were holding. Once the line confirmed that it would hold water EMS started pressure checking the line to see if the water could be sent over to the Hickory Nut tank and then the line burst. After the rupture the line was reglued and left to dry overnight. The next morning Mike Sams returned to try the line again and while the line was filling from the booster station the line ruptured again due to high pressure of the elevation of the tanks. I talked with Brian Rindt and found that the line itself is good for what was trying to be accomplished but due to elevation between the tanks it would be almost impossible to run the line without pressure issues. After trying several times to run the line I made the decision that we would do the best we could with the wells within the city. As we all know the current well at Hickory Nut will not last forever with its low production, so chancing the well needs to be very temporary. I informed Mr. Early of the decision and Mr. Hamilton as well, we have now spoken with Brian Rindt and have a plan in place to bypass the Jungle Line by adding a booster station just above Mr. Goachers house. I will include drawings along with the report.

1. Hickory Nut System upgrades: Harrison Construction is scheduled to start anytime and we are desperately waiting on his ground breaking.
2. SCADA System updates,
  1. Ems has now gotten an update from High Tide Technologies that there is a system that can monitor the level in the tanks and send updates by email and live logs online, they have inspected the 55k tank and we are waiting for prices. I called today 7/6/2020 and they are getting the final cell service cost.
3. The City's 55k storage tank needs to be fully cleaned, I now have some information that will help begin the quotes to clean the tank, and Brian Rindt has now shown plans that indicate a floor drain located within the tank. This is great news and will help drain the tank for the cleaning process, although it is unknown at this time how long it has been since the valve was opened. The plan is to get quotes on cleaning the tank fully with the possibility of having to replace the floor valve if fails.
4. On 6/23/20 EMS added a 1" Flow meter to the backwash line on the sand filters at the main city well, this allows for better tracking of water loss from the filter cleanings. Still watching to have a full month of readings before can give full updates.
5. The Filter system at Hickory Nut Well 104 has begun to leak, the filter has had a make shift repair at some time in the history and needs to be changed, I have contacted Metro Filter for pricing and ideas.

The Water Readings for the month are Off by Extreme Numbers, We are working to chase down the issue to see if we did indeed lose a lot of water through the Jungle Line Failure or we have a few Bad Meters!

#### 6. (Water usage and loss)

1. For the Month of June 2020 Well 101 the City Well Pumped – 687,400 Gallons Highest Ever
2. Hickory Nut well 104 meter pumped 171,900 gallons (JUNGLE LINE FAILURE)
3. Combined Pumping of Wells 104 and 101 was – 839,200 gallons?

4. Metered usage for the cities system including Hickory Nut was 382,729 gallons
5. Total Stored water between the City's 55k tank and Hickory Nut is 65,000 gallons
6. Estimated backwash from filters at city's main well (per estimated history) 100,000 gallons.
7. The Meter for the Booster transfere station read 169,200 gallons which seems off for possible loss.
8. No hydrants flushed for month of June used 0 gallons.
9. There have been overflow concerns at the city's main tank and to include ongoing history of the Hickory Nut Tank overflowing. Overflow pipe looks much dryer since adjustments have been made at Hickory Nut.
10. Fire Department Flushing - Unknown
11. Total Water loss for the month of June- Still Tracing True Numbers Ems is testing Meters to confirm numbers.

UPDATE: The Control float in the 55k tank has been working to help assist with the wells feed to the tank, there have been a couple of issues with the float not activating as felt that it should but has been adjusted to work better.

#### PAST INFORMATION WITH FOLLOW UP:

Updates on the water system.

1. **Same Continual** -The new chemicals are in place and seem to be working great. The pH and the Chlorine levels are stabilized now requiring very little attention. Also the flushing of water throughout the city has greatly improved with the new chemicals in place. Chemical usage is around 2.8 gallons per week of disinfectant and 7 gallons a week of PH stabilizer.
2. Inspection of the 10k Hickory Nut tank looks great the water quality with chemical changes have made a huge difference in clarity of the tanks water. Looking forward in getting the new tank installed.

**The City's Laboratory results for June 2020 were all noted as Absent for Total Coliform!** This means that water quality is good with no concerns.

Please feel free to call with any questions.

Regards,

Mike Sams

## Linda Lapeyrouse

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**From:** Mike Sams <mike@emsincga.com>  
**Sent:** Monday, July 6, 2020 9:01 AM  
**To:** Linda Lapeyrouse; Joey Fountain; Mike Early; Craig Weatherly  
**Cc:** 'Adela'  
**Subject:** Jungle Line Updates

Good Morning Mr. Larry,

I am sorry for the delay in sending out this update on the jungle line, as Scott has updated you on the situation I just wanted to make sure that you had the full understanding of what is going on. As of Friday afternoon we are having ongoing catastrophic issues with the temporary Jungle Line, due to the overwhelming pressure of the mountain the line will fill toward Hickory Nut then when it is time to shut down it will blow apart. I have spoken with Brian Rindt about the issue several times and even if we were to have installed a solid roll pipe the pressure on the fittings would still be very problematic, I met with Brian on site Mr. Rindt on 7/1/2020 on site to look over the area and see what it would take to build the needed booster station to bypass the current Jungle line.

I am working as quickly as I can to get all quotes needed to build the booster station, also I know that you are aware of the conditions of the well at Hickory Nut. Although we are working the well very hard at the moment and possibly causing future failure of the aquifer that is feeding this well time is of the essence with the booster install, I have also kept the mayor up to speed as to all conditions and he too seems to agree that this is a time sensitive addition.

The details of the meeting are as follows:

1. The new booster station will require a new line to be installed from the station to the connection point of the jungle line just above Mr. Earl's property, this line will be a total of 790'. The purpose of the new line is to allow water transferee to the hickory nut tank, the current 3" line that is installed will stay in place and carry water to the users below the connection point. I have left a message for Harrison Construction to call me back to quote the install of the transition line while he is in the town working on the Hickory Nut System.
2. The Booster station will require 2 - multi stage pressure pumps 230 – single phase Cost between \$4-6K
3. The Booster station will require a control system, I have asked Sam Davis To look at the cost for the City.
4. The Booster station will require a 6x6 Concrete slab not to exceed 8x8 for the equipment to sit on, with a fiberglass enclosure. This I have asked for Harrison Construction to also give estimated numbers so that we can have a budget.

I will keep updates coming to you as I get them I am asking for prices to come back ASAP even if they are all Ballpark only, the city needs numbers so that the project can move forward.

With gratitude,

*Mike Sams*

Vice President

404-234-0154

[mike@emsincga.com](mailto:mike@emsincga.com)

**ENVIRONMENTAL**  
MANAGEMENT SERVICES, INC.



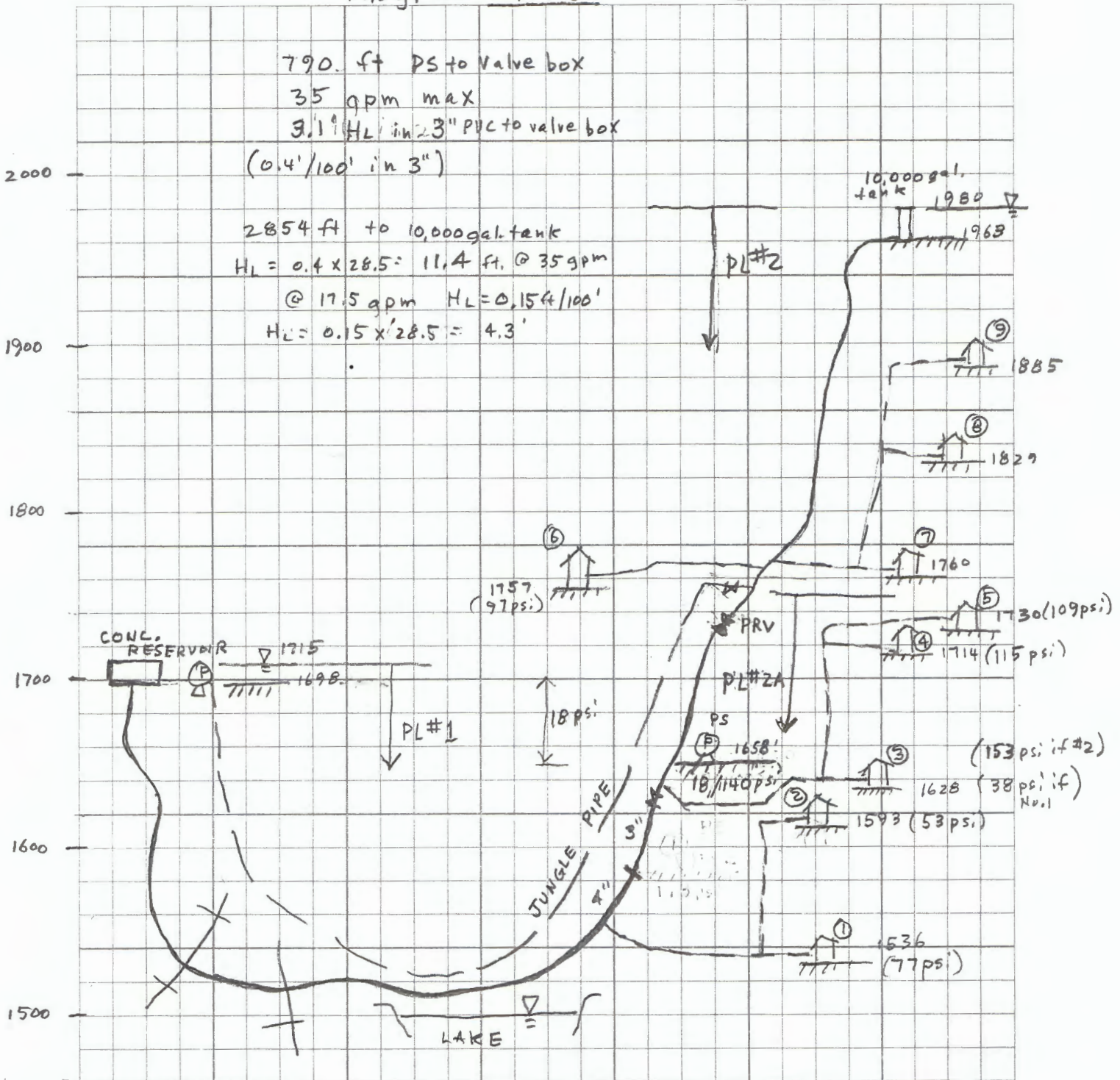
Rindt-McDuff Associates, Inc.  
Engineering and Environmental Consulting

334 Cherokee Street  
Marietta, Georgia 30060

Telephone: (770) 427-8123  
Fax: (770) 425-8930

PROJECT NO. R 2017-117 PAGE \_\_\_\_\_ OF \_\_\_\_\_  
JOB T. Falls  
TITLE Temp. Booster Sta. Hyd Profile  
BY Rindt DATE 6-30-2020  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

$$17.5 \text{ gpm} = 25,200 \text{ gpd} \times 2 = 50,400 \text{ gpm}$$



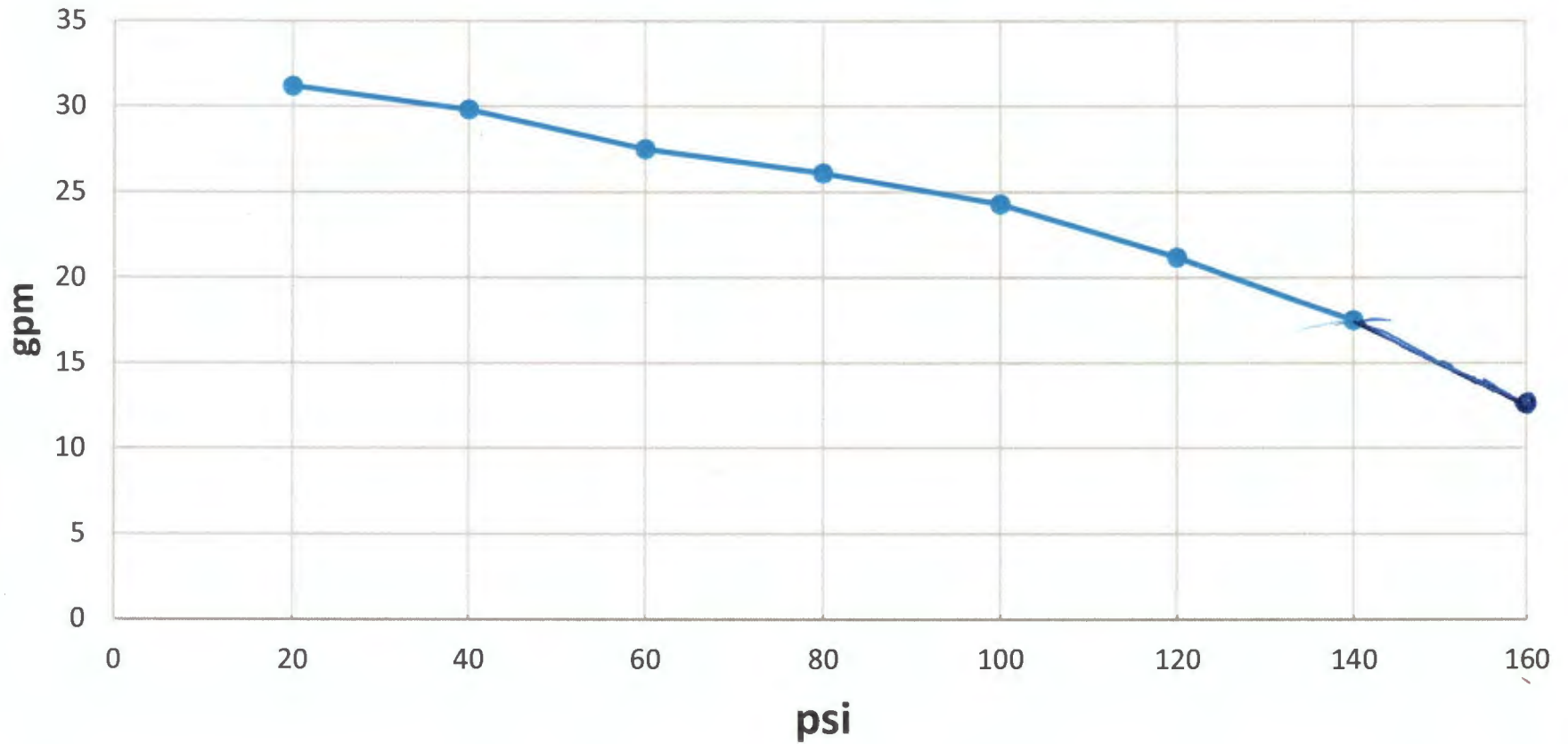
T Falls

Legend





### T Falls Booster Station 2 - 3 HP single phase 13-stage pumps



<b>1 1/2 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
60	3600	11.3	28.7	12.4

<b>2 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
5	300	0.6	0.1	0.04
7	420	0.8	0.2	0.07
10	600	1.1	0.3	0.1
15	900	1.7	0.6	0.3
20	1200	2.2	1.1	0.5
25	1500	2.8	1.6	0.7
30	1800	3.4	2.3	1.0
35	2100	3.9	3.0	1.3
40	2400	4.5	3.8	1.7
45	2700	5.0	4.8	2.1
50	3000	5.6	5.8	2.5
60	3600	6.7	8.1	3.5
70	4200	7.8	10.8	4.7
75	4500	8.4	12.3	5.3
80	4800	8.9	13.8	6.0
90	5400	10.1	17.2	7.5
100	6000	11.2	20.9	9.1

<b>2 1/2 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
5	300	0.4	0.05	0.02
7	420	0.5	0.07	0.03
10	600	0.8	0.1	0.05
15	900	1.2	0.3	0.1
20	1200	1.6	0.4	0.2
25	1500	2.0	0.7	0.3
30	1800	2.3	0.9	0.4
35	2100	2.7	1.3	0.5
40	2400	3.1	1.6	0.7
45	2700	3.5	2.0	0.9
50	3000	3.9	2.4	1.1
60	3600	4.7	3.4	1.5
70	4200	5.5	4.5	2.0
75	4500	5.9	5.1	2.2
80	4800	6.2	5.8	2.5
90	5400	7.0	7.2	3.1
100	6000	7.8	8.7	3.8
125	7500	9.8	13.2	5.7
150	9000	11.7	18.5	8.0

<b>3 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
5	300	0.3	0.02	0.01

<b>3 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
7	420	0.4	0.03	0.01
10	600	0.5	0.04	0.02
15	900	0.8	0.09	0.04
20	1200	1.0	0.2	0.07
25	1500	1.3	0.2	0.1
30	1800	1.5	0.3	0.1
35	2100	1.7	0.4	0.2
40	2400	2.0	0.5	0.2
45	2700	2.2	0.7	0.3
50	3000	2.5	0.8	0.4
60	3600	3.0	1.1	0.5
70	4200	3.5	1.5	0.7
75	4500	3.7	1.7	0.7
80	4800	4.0	1.9	0.8
90	5400	4.5	2.4	1.0
100	6000	5.0	2.9	1.3
125	7500	6.2	4.4	1.9
150	9000	7.5	6.2	2.7
175	10500	8.7	8.3	3.6
200	12000	10.0	10.6	4.6
250	15000	12.5	16.0	6.9

<b>4 inches</b>				
Volume Flow (gal/min)	Volume Flow (gal/hr)	Velocity (ft/sec)	Friction Head (ft/100ft)	Friction Loss (psi/100 ft)
20	1200	0.6	0.04	0.02
25	1500	0.7	0.06	0.03
30	1800	0.9	0.08	0.04
35	2100	1.0	0.1	0.05
40	2400	1.2	0.1	0.06
45	2700	1.3	0.2	0.07
50	3000	1.4	0.2	0.09
60	3600	1.7	0.3	0.1
70	4200	2.0	0.4	0.2
75	4500	2.2	0.5	0.2
80	4800	2.3	0.5	0.2
90	5400	2.6	0.6	0.3
100	6000	2.9	0.8	0.3
125	7500	3.6	1.2	0.5
150	9000	4.3	1.6	0.7
175	10500	5.0	2.2	0.9
200	12000	5.7	2.8	1.2
250	15000	7.2	4.2	1.8
300	18000	8.6	5.8	2.5
350	21000	10.0	7.8	3.4
400	24000	11.5	9.9	4.3

**5 inches**



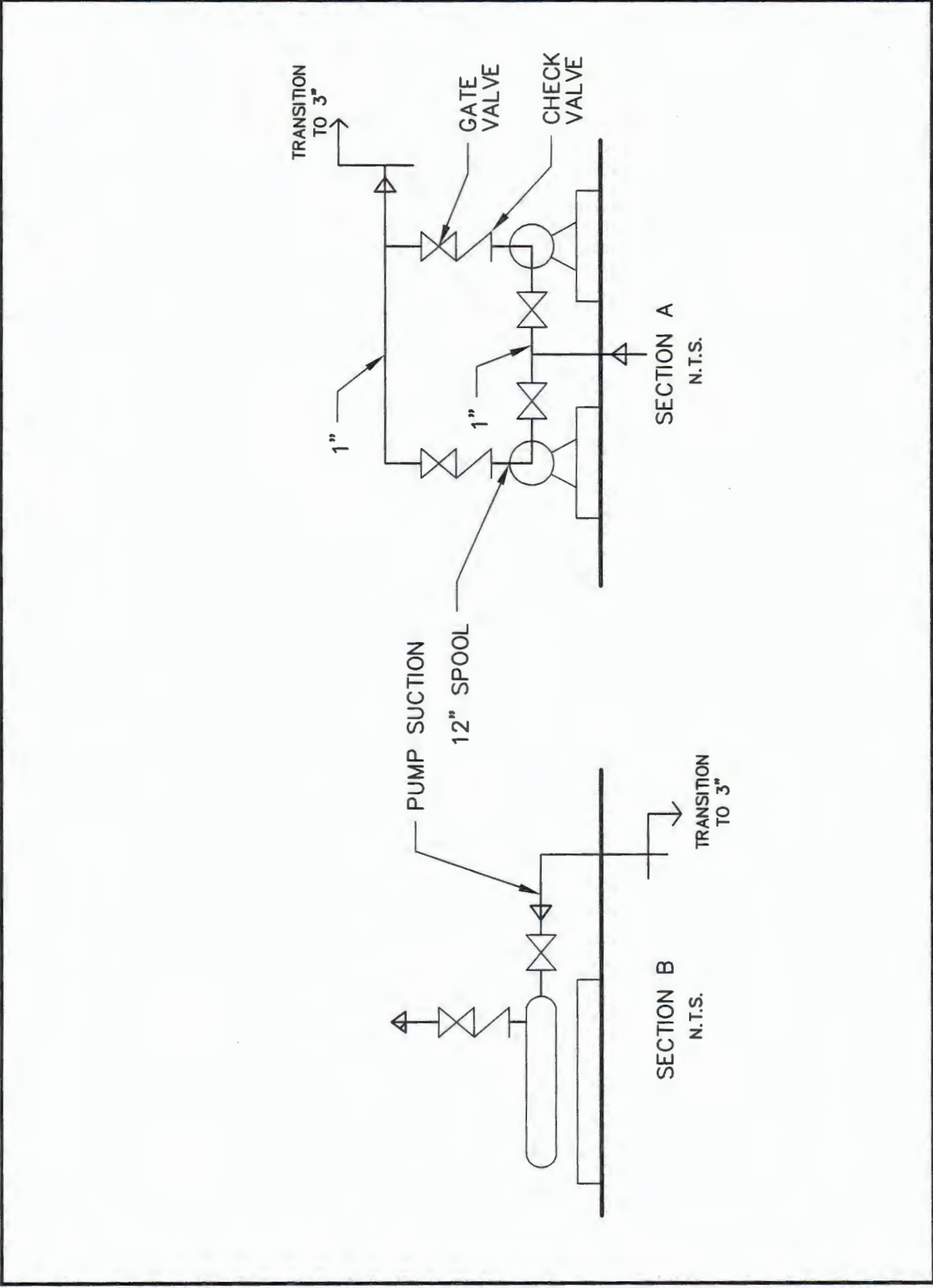


PROJECT	JEW
DATE	07/20/17
BY	N.T.S.
PROJECT NO.	2017-117
CHECKED	
DESIGNED	

TOWN OF TALLULAH FALLS



NO.	DATE	DESCRIPTION



**RESOLUTION 20-**          

**A RESOLUTION TO PROVIDE FOR THE ADOPTION OF A BUDGET AMENDMENT  
TO THE FY2020 FISCAL BUDGET ENDING JUNE 30, 2020,**

**AS ADOPTED BY TOWN OF TALLULAH FALLS**

WHEREAS, the Town of Tallulah Falls 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 Tallulah Falls residents;

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

WHEREAS, the Town Council approved a budget resolution for fiscal year 2020 for the Town of Tallulah Falls on June 13, 2019;

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 Town of Tallulah Falls hereby resolves:

The revenues and expenditures of the government and its activities for the fiscal year beginning July 1, 2019 and ending June 30, 2020 are hereby amended as set forth herein and shall be the Town of Tallulah Falls' budget for the fiscal year 2020.

See Exhibit "A" 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 Town Council of the Town of Tallulah Falls this 9th day of July, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

## FY2020 BUDGET AMENDMENT

### GENERAL FUND

	Original	Prior Amend	YTD	Final Amend
<b>General Fund Revenue</b>	<b>339,081</b>			<b>328,000</b>
Property Taxes	\$124,300			132,000
Franchise Taxes	\$23,435			22,225
Interfund Transfer In - Hotel/Motel Tax	\$1,200			1,500
Insurance Premium Tax	\$12,000			12,700
Motor Vehicle Tax	\$55,000			8,000
Licenses/Permits	\$2,750			4,700
Grants	\$14,881			5,800
Fines & Forfeitures	\$81,500			112,700
Interest Revenues	\$800			450
Contributions	\$4,000			550
Rent	\$4,800			4,800
Reimbursements	\$4,390			6,000
Sale of Assets	\$10,000			16,240
Other	\$25			335
<b>TOTAL REVENUES &amp; OTHER SOURCES</b>	<b>339,081</b>		<b>328,219</b>	<b>328,000</b>
<b>EXPENDITURES</b>	<b>Original</b>	<b>Prior Amend</b>	<b>YTD</b>	<b>Final Amend</b>
Executive	9,490		2,629	3,000
Legislative	8,330		5,767	7,000
Administration	138,809		131,183	140,000
Police	105,006		101,877	110,000
Fire	30,463		14,928	29,500
Municipal Court	19,450		18,236	20,000
Streets & Highways	27,533		15,115	18,500
<b>TOTAL OPERATING EXPENDITURES</b>	<b>339,081</b>		<b>288,785</b>	<b>328,000</b>
<b>Interfund Transfer Out – Water Fund</b>	<b>0</b>	<b>11,880</b>	<b>11,880</b>	<b>38,880</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>345,900</b>		<b>300,665</b>	<b>366,800</b>
<b>Net (Use of Surplus to Balance Budget)</b>	<b>0</b>		<b>27,554</b>	<b>(38,880)</b>

### WATER FUND

<b>Income – Water Charges</b>	<b>64,730</b>		<b>54,150</b>
<b>Income – Interest</b>	<b>50</b>		<b>125</b>
<b>Income – Other</b>		<b>28,845</b>	<b>28,845</b>
<b>Interfund Transfer In - General Fund</b>	<b>0</b>	<b>98,407</b>	<b>38,880</b>
<b>Interfund Transfer In - SPLOST</b>	<b>93,659</b>		<b>30,000</b>
<b>TOTAL INCOME &amp; OTHER SOURCES</b>	<b>158,435</b>		<b>152,000</b>



	<b>Original</b>	<b>Prior Amend</b>	<b>YTD</b>	<b>Final Amend</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>64,780</b>		<b>77,744</b>	<b>85,000</b>
<b>TOTAL CAPITAL EXPENSES</b>	<b>93,659</b>	<b>210,659</b>	<b>63,049</b>	<b>85,593</b>
<b>TOTAL WATER FUND EXPENSES</b>	<b>158,439</b>		<b>140,793</b>	<b>170,593</b>
Net (Use of Water CD Reserves)	<b>0</b>	<b>18,593</b>		<b>(18,593)</b>

### GENERAL FUND CAPITAL BUDGET

	<b>Original</b>	<b>Final Amendment</b>
<b>Revenue</b>		
LMIG	13,619	14,966
SPLOST IV	7,865	6,138
SPLOST VI	70,265	2,830
SPLOST XIII	76,694	568
SPLOST XIX	0	28,430
<b>TOTAL REVENUES &amp; OTHER SOURCES</b>	<b>168,443</b>	<b>52,932</b>
<b>EXPENDITURES</b>		
LMIG	13,619	14,966
Roads - LMIG 30% Match	4,100	4,490
Roads - Other	30,765	1,648
Public Safety (Police)	5,000	0
Public Safety (Fire)	13,800	0
Public Facilities	4,000	1,828
Parks/Recreation	3,500	0
<b>Interfund Transfer Out – Water</b>	<b>93,659</b>	<b>30,000</b>
<b>TOTAL EXPENDITURES</b>	<b>168,443</b>	<b>52,932</b>

### HOTEL/MOTEL TAX FUND

<b>INCOME</b>		
Hotel/Motel Tax	<b>2,000</b>	<b>3,000</b>
<b>TOTAL INCOME &amp; OTHER SOURCES</b>	<b>2,000</b>	<b>3,000</b>
<b>EXPENSES</b>		
Tourism Promotion (Contract)	<b>800</b>	<b>1,200</b>
Supplies	<b>0</b>	<b>100</b>
Operating Transfer Out – GF	<b>1200</b>	<b>1,700</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>2,000</b>	<b>3,000</b>

EXHIBIT "A"