

**REGULAR COUNCIL MEETING  
CITY OF SKY VALLEY, GEORGIA  
APRIL 25, 2017  
TUESDAY AT 10:00 AM  
CBC (OLD LODGE), 696 SKY VALLEY WAY**

**AGENDA**

- 1. Call to Order**
- 2. Invocation/Pledge of Allegiance**
- 3. Approval of Minutes**  
March 28, 2017 Regular Council Meeting
- 4. Adoption of Agenda**
- 5. Mayor's Remarks**
- 6. Council Remarks**
- 7. City Manager & Department Reports - Exceptions and Questions**

**PUBLIC HEARING**

- 8. Public Hearing**  
Variance Application for 59 Cedar Lane- Joseph & Kindle Bowden

**NEW BUSINESS**

- 9. Consider Application for Variance Request - 59 Cedar Lane - Joseph & Kindle Bowden**
- 10. Agreement with CSRA for Probation Services**
- 11. Proclamation for Municipal Clerks Week, May 7-13, 2017**
- 12. Consider Resolution Declaring Property Surplus**
- 13. Quit Claim Deed to Clear Title for Gillam- 0.84 Acres - Lots 104 & 105 Northwoods - Part 4 requested by Councilor Durpo**
- 14. Road Repairs - requested by Councilor MacNair**

**OTHER BUSINESS**

- 15. Consider request from Jean Clare Gillam Michaels for water bill adjustment 350 Sky High Drive**
- 16. Date change for June Meeting**
- 17. Public Forum and General Comments**
- 18. Adjournment**

**MINUTES OF REGULAR SESSION OF SKY VALLEY, GEORGIA, COUNCIL MEETING HELD ON TUESDAY, MARCH 28, 2017 AT 10:00 A.M. AT THE LODGE, 696 SKY VALLEY WAY**

**MEMBERS PRESENT:** Mayor Goodgame, President Lively, Councilors Durpo, Larsen, MacNair, and Steil; City Manager Lapeyrouse and City Clerk Fast, Police Chief Estes and Officer Baumes

**CALL TO ORDER**

Mayor Goodgame called the meeting to order.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Cathy Turner gave the Invocation and the Pledge of Allegiance was led by Mayor Goodgame.

**APPROVAL OF MINUTES**

January 3, 2017 Organizational & Regular Council Meeting

Councilor Steil made a motion to approve the minutes. Councilor Lively seconded the motion and passed unanimously.

**ADOPTION OF AGENDA**

Mayor Goodgame requested to move the Pickleball bid evaluation and award to the last item under New Business. Councilor Lively made a motion to approve the agenda. Councilor Steil seconded and passed unanimously.

**MAYOR'S REMARKS**

Mayor Goodgame thanked everyone for attending. He stated Sky Valley is moving forward. Real Estate sales have increased and a lot of low cost inventory properties have been sold and prices will start moving upward. We have done a lot of social media and billboard advertising and the Visitor's Center has been very successful.

He wants Sky Valley to shine and show progress, we have four events this year 1) Memorial Day Weekend- Red, White and Bluegrass 2) July 4<sup>th</sup> Celebration 3) Solar Eclipse 4) Fall Festival. A thank you note was received from the Rabun County Tourism Development Authority for the Hotel/Motel Taxes received.

**COUNCIL REMARKS**

Councilor MacNair thanked everyone for coming to the Council Meeting and he is looking forward to the sunshine.

Councilor Larsen advised Dee Moore and his wife have moved to Florida and she will provide address and thanks for showing her support.

Councilor Durpo thanked everyone for the phone calls and e-mail. He agreed that real estate is picking up and stated Sky Valley is the best kept secret in Georgia. He said there still is a lot to put Sky Valley on the map.

Councilor Steil loves Sky Valley. It is a special place. He also thanked everyone for the community support.

Councilor Lively stated a lot had changed in one year 1)Real Estate values have increased 2) Cell tower is complete 3) Lodge is being renovated and serving the community 4) Sewer study 5) Welcome Center. He is proud of what council has done.

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

City Manager Lapeyrouse presented her Departmental Reports

## NEW BUSINESS

- **Approval of 2016 Budget Amendment**  
Councilor Lively made a motion to approve 2016 Budget Amendment. Councilor Durpo seconded the motion and passed unanimously.
- **Approval of 2017 Budget Amendment**  
Councilor Steil made a motion to approve 2017 Budget Amendment. Councilor Lively seconded the motion. Councilor Durpo asked why was the money being moved from roads when roads so important to everyone. City Manager Lapeyrouse stated we are trying to modify the budgeted departments to reflect guidelines per the Chart of Accounts. Money was moved to Buildings and Grounds Department which did not exist before. Line items in the roads department which affect paving and repairs were not affected. Since the department is new this year, it may be modified again later in the year. Money was taken from various departments based on the expenditure such as shop repairs and landscaping and moved to Buildings and Grounds. The Culture and Recreation Department was further divided into Special Events and Parks. The monetary amount did not change. Councilors Steil, Lively, Larsen & MacNair voted in favor. Councilor Durpo voted against.
- **Approval of John Awtrey as Police Officer-Chief Estes recommends**  
Councilor MacNair moved to approve John Awtrey as Police Officer – Chief Estes recommends. Councilor Larsen seconded the motion and passed unanimously.
- **Mayor's Arbor Day Proclamation**  
Councilor Larsen made a motion to approve Mayor's Arbor Day Proclamation. Councilor Lively seconded the motion and passed unanimously.
- **Approval of Auditor's Proposal, Mixon's & Associates \$8,500**  
Councilor Lively made a motion to approve Auditor's Proposal from Mixon & Associates for \$8,500. Councilor Steil seconded the motion and passed unanimously. Councilor Durpo asked what the fee was last year. It was approximately \$6,500 - \$7,000. This proposal is more than the last auditor, but he is not interested in doing the audit this year. The proposal is less than we paid prior to last year.
- **Declaration of Surplus Property 058C 261 Lot 16A, Part 1 of Bee Gum Gap**  
Councilor Durpo made a motion to approve the Declaration of Surplus Property 058C 261 Lot 16A, Part 1 of Bee Gum Gap. Councilor Steil seconded the motion and passed unanimously. Councilor MacNair asked how many lots does Sky Valley own. Approximately 11 lots that are not being used. City Manager Lapeyrouse stated some of the lots are not buildable.  
Councilor MacNair suggested we take bids for all the lots as a bundle. Councilor Steil suggested we have our attorney research this to see if this can be done. Mayor Goodgame said we needed to make sure the lots have no future use.
- **Consider Request from Brenda Hinkle for Water Bill Adjustment 1345 Ridgeway Drive** – City Manager Lapeyrouse provided the information on the bill and city's procedure on adjustments. The Council serves as the appeals board. Mayor Goodgame stated we have only provided additional relief in a couple of hardship cases that he can remember. Ms. Hinkle advised her contractor left the water on and then did not finish the job. Councilors Larsen and MacNair stated we should reconsider her request and provide some additional help. Councilor Lively asked if a payment plan would help. Several in the audience stated she should file a claim with the contractor's insurance company. Councilors Durpo, Lively and Steil voted to deny request. Councilors Larsen and MacNair voted against the denial.
- **Pickleball Bid Evaluation and Award**  
Mayor Goodgame presented the one bid that was received from Talbot Tennis for \$41,798. Councilor Durpo recommended postponing the vote for 30 days.

Mayor Goodgame spoke with Timeshares and they will be lining off two pickleball courts on the tennis courts. It takes at least four courts to have a tournament. Steve Brett stated we cannot count on what the Timeshares is doing and guests are not permitted to use the Timeshare facilities if the homeowner is not a member. Councilor Larsen asked would people have to check in to play, who will maintain them and where will they park. Mayor Goodgame said the city would maintain the park and explained the protocol he has seen at most facilities taking turns to play. Everyone always finds somewhere to park at parties and events in the City. There would not be dedicated parking. Helen Kleiber stated pickleball courts would be an asset to Sky Valley. Councilor MacNair asked if the courts would be locked. The Police can lock up each night. Mayor Goodgame the public park would be good for citizens and visitors. Paul Wheeler asked about water and bathrooms and stated there is more to be considered with the overall land use. Bill Otis is concerned it appears Councilors are just receiving the information and flipping through packets at the meeting. Council packets have been available for over a week except for the bid amounts. Bids on the courts were not due until yesterday afternoon and were e-mailed to council approximately 30 minutes later. Debbie McAfee said it is important to move forward. Dan McAfee said the money is available in the budget and Councilor MacNair suggested a port a potty. Steve Brett having served as Mayor said we do not need to keep putting this off and vote on it today. Will Gurley stated construction companies are getting busy and there is no reason to delay it. Councilor Lively moved to approve the bid for the pickleball court Councilor Steil seconded the motion. Mayor Goodgame, Councilors Larsen, Lively and Steil voted in favor of approving bid. Councilors Durpo and MacNair voted against approval. The bid was approved with a four/two vote.

### **PUBLIC FORUM AND GENERAL COMMENTS**

Helen Kleiber thanked Hollie Steil and the city for continuing to have the bear at the visitor center.

Steve Brett said he cannot thank the Police Department enough for helping him after his hip surgery.

Paul Wheeler asked where can citizens review the sewer study and comprehensive plan. Mayor Goodgame advised it is available at city hall.

Bill Otis asked if the water meters could be monitored by the Police Department when they are out on patrol. City Manager Lapeyrouse will get information on a smaller reading device and send to Council.

Debbie McAfee stated water is our most precious resource, where do we get it from. City Manager Lapeyrouse advised five groundwater wells and two on Winding Ridge system. The wells pump water to the lines and the storage tanks.

Cathy Turner advised the Solar Eclipse is coming up in August and we can expect a great crowd. She touched on several of the events the weekend leading up to the eclipse August 21<sup>st</sup>. Helen Kleiber added that pets should be protected so as to not injure their eyes.

Will Gurley stated the Eclipse is a huge event and Police Department will be very busy. A broken tree in North Carolina needs to be removed.

### **ADJOURNMENT**

Councilor Larsen made a motion to adjourn. Councilor Steil seconded and passed unanimously.  
There being no further business to come before Council, the meeting was adjourned at 11:50 a.m.

Respectfully submitted,

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Hughel Goodgame, Mayor

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Ella Fast, City Clerk

DRAFT



## *Departmental Report*

*by the City Manager*

April, 2017

### *Announcements -*

#### [Memorial Day Weekend – Red, White & Bluegrass Festival](#)

Make sure you make plans to be in Sky Valley for Memorial Day weekend. Join us for a Red, White & Bluegrass Festival on Saturday, May 27, 2017, from 4:00 PM - 7:00 PM at the Sky Valley Pavilion. Festival live entertainment will include Bluegrass, Americana & Blues. Ticket Options Include: \$20 BBQ & Concert or \$5 Concert Only. The BBQ dinner will be complete with pulled pork or pulled chicken on a bun, slaw and baked beans. Plates are \$20 pp and include beverage of your choice tea/ water/ coffee/ soft drink/canned beer or draft beer - 1 drink per person (must be 21 with valid photo ID to choose beer option). There will be a cash bar for additional beverages. Event is rain or shine at a covered outdoor pavilion. Additional snack vendors will also be selling ice cream, funnel cakes, boiled peanuts, etc.

#### [April Council Meeting](#)

The next scheduled meeting of the City Council will be Tuesday, April 25th at 10 AM in the Lodge.

#### [Grant Applications/Awards](#)

Firewise Grant – Award of \$3,000

Wildfire Preparedness Grant – Award of \$500

#### [Wildfire Community Preparedness Day](#)

Residents are encouraged to participate in Wildfire Community Preparedness Day on Friday, May 5<sup>th</sup> by cleaning combustible materials such as leave, brush and trash from around the house and by checking 911 address signs to make sure numbers are 4" or more of contrasting colors and clearly visible from the road.

Members of the Sky Valley Police Department and Sky Valley/Scaly Mountain Volunteer Fire & Rescue will hold a fire evacuation education event at 10 AM on May 5<sup>th</sup> at the Lodge. Evacuation routes will be shown on a map according to area and groups will be led in an evacuation drill for those that wish to participate.

### *Communication/Marketing -*

#### [Website – \[www.skyvalleyga.com\]\(http://www.skyvalleyga.com\)](#)

Our website is full of a variety of information for visitors and citizens. We have a visitor's guide with information on the area, and we also have the business side including meeting minutes,

ordinances, forms, permitting requirements, event information, contact information, etc. Last year we had over 34,000 unique visitors to the website. This year, we have had 7,304 unique visitors to the website including 2,486 during the month of March.

#### [E-Mail and Crisis Communication](#)

The City's e-mail distribution list is used frequently to keep everyone informed during inclement weather and for current events. This is our best way of staying connected with the residents. We also utilize a phone system for relaying urgent information. If you are not on these lists, please contact City Hall or sign up through the City's website home page.

#### [Facebook - \[www.facebook.com/skyvalleyga\]\(http://www.facebook.com/skyvalleyga\)](#)

The City's Facebook page has a total of 1,762 followers with 10 new followers added during the month of March. If you have not "liked" us on Facebook yet, please do and suggest our page to all of your Facebook friends. We share information, links and many pictures on Facebook. We would love to have you share your favorite Sky Valley experiences and pictures on our page.

#### [Visitor Center](#)

The Sky Valley Visitor Center has been operating on a limited basis during the off season, but we have logged 87 visitors during the month of March and 183 for the year.

### *Departments -*

#### [Tax Department](#)

[Short Term Rentals](#) - It is mandatory that every person engaging in short-term home rentals of 10 days or less must register with the city clerk. If you have not done this yet, I urge you to contact City Hall immediately. Each rental within the City limits of Sky Valley is required to submit a monthly tax return by the 20th of the month for rentals during the previous month. An operator who fails to make any return or to pay the amount of tax will be assessed penalties and interest.

#### [Permitting & Inspections](#)

##### [Building Permits](#)

The building inspector wants to remind everyone that work done on your home may likely require a permit. The inspector has come across a number of jobs that did not have the appropriate permits. When in doubt, please contact the Building Inspector's Office or City Hall. If you are found to be doing work without a permit, your first offense will subject you to a penalty fee equal to double the cost of the permit, a \$50 minimum. The homeowner is ultimately responsible for making sure his/her contractors obtain the necessary permits. Permits are required for, but not limited to, all structural, mechanical, electrical, plumbing, soil & erosion, roofing, decking, stairs, concrete, tree cutting, additions and remodeling. Many repair permits have no cost associated with them but are still required and will still be subject to the penalty fee if they are not properly obtained.

##### [Tree Cutting Permits](#)

Please don't forget that any tree with a trunk that is 8" or more in diameter (25" or more in circumference) at 18" above the ground requires a permit for cutting, trimming & topping.

Please note that native shrubbery, trees and undergrowth such as mountain laurel, rhododendron, rare wildflowers, ferns, etc are protected within the City of Sky Valley. Clear

cutting or the removal of all trees or native vegetation is prohibited in excess of a 10' x 10' area without a permit.

You are allowed to remove limbs from a tree up to twelve feet above the ground without a permit. If you had to obtain a permit to cut, it would not qualify for city chipping service. Contractors are responsible for the removal of all tree cuttings and debris within fourteen days.

#### Roads

The road paving project is currently out for bids. Bid will be evaluated at the May Council Meeting.

#### City Park

The City is currently getting bids on the design and construction of a public pavilion for 2017. City Council awarded the Pickleball Court bid at the March meeting and construction will be starting within the coming weeks. We are also planning a walking path to complete a loop incorporating the existing path in the park across from the post office.

#### Police

The Police Chief would like to remind everyone that the non-emergency number for the police department should not be used in the case of an emergency. Please call 911 so that all responding agencies can get the necessary information through the dispatch center without delay.

The police responded to 8 emergency 911 calls, performed 23 welfare checks, assisted 13 residents and escorted 5 visitors among the total 693 calls and requests for service. They also logged 3,253 miles patrolling the city.

#### Water

Based on the improved drought conditions, the Georgia Environmental Protection Division has removed the Drought Response Level 1 restrictions for Rabun County. Although drought oriented water conservation requirements are no longer applicable to the area, water conservation and good water stewardship is still encouraged.

City Ordinance requires that all residences vacated during winter months be winterized to protect the plumbing from freezing. Under no circumstances may a water tap be left open to prevent freezing while you are away. This practice is prohibited and a violation of water use conservation by GA EPD. This has been a frequent cause for extremely expensive bills and wasteful water usage. Often times, the person winterizing your home opens an outdoor spigot to drain your lines. If this is not closed once the line has been drained, the next person to turn on your water may not realize the spigot was left on and water is left running continuously until someone notices or we read your water meter and detect a problem.

Any vacated residence detected using water by the City will be assumed to have faulty plumbing internally. Upon this assumption the City will turn off the water to prevent additional damage to the property and attempt to contact the property owner. With the cold weather, several homeowners have experienced broken water lines in their yards and damages to their homes. We cannot emphasize enough that you should have your homeowner valve adjacent to the meter shut off when you are going to be away. If you are unable to turn off/on the valve by yourself, the City offers this service for \$10.00.

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

### Sewer

The feasibility study for the sewer project is well underway and we hope to have results soon. This is a study being prepared by Engineering Management Inc. and funded jointly by the City and Rabun County.

### Solid Waste

Household garbage is collected on Monday and recycling on Thursday. Garbage and recycling must be put out by 8 AM on collection day. Don't forget that garbage should not be placed out for pick-up any earlier than the morning of the service. Animals scatter garbage even when put in the underground cans. Our garbage collectors are not responsible for picking up any garbage that is not properly bagged once they arrive. The compactor at the tractor barn on Knob Drive can be utilized when you need to take your garbage somewhere prior to a garbage collection day. This is especially important when your garbage contains food items. NO garbage other than regular bagged household garbage should be put out by the road or in any dumpster or compactor.

Please note, if you use underground cans and they are in disrepair, you will need to discontinue their use or replace them. We have a constant problem with untied bags and loose trash in the underground cans. If you are using an underground can, you should have a removable liner that can be lifted out of the can. If you do not have the liner, you will need to discontinue use until replaced. This is for the safety of our garbage collectors.

Any contractors or residents found dumping lumber, carpeting, paint, furniture, appliances, or any other non-bagged household garbage in the dumpsters or compactor will be cited and fined up to \$1,000. Construction debris and other such items should be hauled to the transfer station on Boggs Mountain Road in Tiger.



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

Reduce the amount and toxicity of trash you throw away

Reuse containers and products

Recycle as much as possible and buy products with recycled content

POLICE DEPARTMENT ACTIVITY LOG

INCIDENT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017 YTD	2016		2015		2014
														Incomplete Data	Complete	Incomplete Data	Complete	
Fire	0	1	2										3	6	4	10		
Medical Emergency	9	6	3										18	52	21	35		
Vehicle Accident	0	0	0										0	19	13	7		
Family Violence	2	0	0										2	0	2	1		
Fight/Assault	0	0	0										0	2	0	1		
Death/Suicide	0	2	0										2	2	0	3		
Missing Person	6	1	0										7	6	2	6		
Burglary/Break-In	0	0	0										0	7	1	1		
Theft	0	0	1										1	6	3	4		
Suspicious Activity	1	1	0										2	8	14	26		
Suspicious Person	0	0	0										0	7	3	4		
Suspicious Vehicle	3	0	2										5	10	5	24		
Alarm	0	4	3										7	23	0	12		
Investigation	13	5	5										23	162	0	3		
DUI/Public Drunk	1	0	0										1	0	0	0		
Drug Related	0	0	0										0	0	0	0		
Juvenile	0	0	0										0	4	0	0		
Traffic Control	3	2	3										8	41	20	14		
Traffic Stop	6	5	2										13	189	31	19		
Mutual Aid	3	6	3										12	45	9	38		
Animal	1	1	8										10	117	30	29		
Lost & Found	0	0	0										0	18	0	6		
Complaint	0	0	0										0	3	13	16		
City Ord. Violation	1	3	0										4	8	1	2		
Resident Assist	51	16	13										80	312	16	18		
Residence Check	679	526	409										1614	1299	36	0		
Business Check	166	162	211										539	820	0	0		
Welfare Check	35	32	23										90	90	9	11		
Visitor Escort	13	4	5										22	190	22	34		
Vehicle Assist	6	3	0										9	80	36	70		
Arrests	1	0	0										1	8	1	5		
Warnings	3	7	0										10	121	4	3		
Citations	3	0	0										3	93	3	9		
Total Calls	1006	787	693	0	0	0	0	0	0	0	0	0	2486	3748	140	561		
911 Calls	10	12	8										30	69	0	90		
Mileage	4049	3269	3253										10571	34929	18152	37039		

100 GENERAL FUND

Account	Description	Current Year				Variance	#
		Current Month	Current YTD	Budget			

Revenue							
310000 TAXES		6,417.37	1,003,973.30	1,065,650.00	-61,676.70	94	
320000 LICENSES & PERMITS		975.00	3,025.00	13,800.00	-10,775.00	22	
330000 INTERGOVERNMENTAL REVENUE			3,537.48	25,000.00	-21,462.52	14	
340000 CHARGES FOR SERVICES		79.00	301.53	10,600.00	-10,298.47	3	
350000 FINES & FORFEITS			1,867.87	8,000.00	-6,132.13	23	
360000 INVESTMENT INCOME		150.84	425.43	1,500.00	-1,074.57	28	
370000 CONTRIBUTIONS/DONATIONS				17,500.00	-17,500.00		
380000 MISCELLANEOUS REVENUE		1,120.00	10,779.38	13,500.00	-2,720.62	80	
<b>Total Revenue</b>		<b>8,742.21</b>	<b>1,023,909.99</b>	<b>1,155,550.00</b>	<b>-131,640.01</b>	<b>89</b>	

Expenses							
411000 LEGISLATIVE		504.20	1,742.25	10,800.00	9,057.75	16	
413000 EXECUTIVE		490.00	490.00	3,500.00	3,010.00	14	
414000 ELECTIONS			128.00	4,790.00	4,662.00	3	
415000 GENERAL ADMINISTRATION		21,196.66	54,183.33	217,440.00	163,256.67	25	
415650 GENERAL GOVERNMENT BUILDINGS AND GROUNDS		3,190.57	9,683.75	52,260.00	42,576.25	19	
420000 JUDICIAL			475.00	4,915.00	4,440.00	10	
432000 POLICE		27,194.32	83,109.68	280,530.00	197,420.32	30	
435000 FIRE				58,425.00	58,425.00		
442000 ROADS		16,250.40	50,270.76	427,959.00	377,688.24	12	
461000 SPECIAL ACTIVITIES/EVENTS			3,000.00	30,000.00	27,000.00	10	
462000 PARKS				175,962.00	175,962.00		
470000 HOUSING & DEVELOPMENT		1,461.87	3,320.43	23,380.00	20,059.57	14	
475000 ECONOMIC DEVELOPMENT		3,798.77	10,400.98	54,045.00	43,644.02	19	
490000 OTHER FINANCING USES				25,750.00	25,750.00		
<b>Total Expenses</b>		<b>74,086.79</b>	<b>216,804.18</b>	<b>1,369,756.00</b>	<b>1,152,951.82</b>	<b>16</b>	

Net Income from Operations -65,344.58 807,105.81

Other Revenue		241.00	10,415.63	214,206.00	-203,790.37	5
390000 OTHER FINANCING SOURCES						
<b>Total Other Revenue</b>		<b>241.00</b>	<b>10,415.63</b>	<b>214,206.00</b>	<b>-203,790.37</b>	<b>5</b>

Net Income -65,103.58 817,521.44

**Totals Report For 2014 Taxes  
March 2017  
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2014 Ad Valorem Tax	953,344.25	948,277.81	4,890.29-	176.15
Interest		1748.95	0	41.03
Penalty	1387.45	1369.83	0	17.62
Costs	940.00	896.00	0	44.00
<b>Totals</b>	<b>957,461.68</b>	<b>952,292.59</b>	<b>4,890.29-</b>	<b>278.80</b>

**Collected: 99.98 %**

**Totals Report For 2015 Taxes  
March 2017  
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2015 Ad Valorem Tax	945,099.76	944,653.25	467.14+	913.65
Interest	2199.12	2077.96	0	121.16
Penalty	1627.68	1536.32	0	91.36
Costs	4036.00	3016.00	0	1020.00
<b>Totals</b>	<b>952,962.56</b>	<b>951,283.53</b>	<b>467.14+</b>	<b>2146.17</b>

**Collected: 99.88%**

**Totals Report For 2016 Taxes  
March 2017  
Tax Commissioner**

	Billed	Collected	Adjustments	Outstanding
2016 Ad Valorem Tax	943,040.34	920,993.15	(-2,626.45)	19,420.74
Interest	1133.12	780.83		352.29
Penalty	829.86			829.86
Costs	7221.68	2313.30		4908.38
<b>Totals</b>	<b>952,225.00</b>	<b>924,087.28</b>	<b>(-2,626.45)</b>	<b>25,511.27</b>

**Collected: 98%**

Housing & Development Departmental Data Report	For month ending March 31, 2017		
	March 2017	YTD	2016 YTD
New Residential & Commercial permits issued	0	1	0
All other addition, remodel and repair permits	8	17	26
Certificates of Occupancy issued	0	0	0
Total New Construction not yet finalized	0		0
Total Other Construction not yet finalized	9		4
Notices to Comply issued	0	0	0
Stop Work Orders issued	0	0	0
Tree Cutting permits issued	9	17	24
Code & Ordinance Violations cited	0	0	0
<b>Fees Collected</b>			
	<b>March 2017</b>	<b>YTD</b>	<b>2016 YTD</b>
New Residential or Commercial Permits	\$0.00	\$0.00	\$0.00
Other Addition, Remodel, Repair Permits	\$200.00	\$725.00	\$2,344.00
Tree Cutting Permits	\$485.00	\$875.00	\$1,155.00
Land Disturbing Permits	\$0.00	\$0.00	\$0.00
Fines Collected for Ordinance Violations	\$0.00	\$0.00	\$5,600.00

# **NOTICE OF PUBLIC HEARINGS PURSUANT TO O.C.G.A. §36-66-4**

Please be advised that the City of Sky Valley Planning and Zoning Commission will meet at  
9:00 AM on the 17<sup>th</sup> day of April, 2017  
at the Lodge, 696 Sky Valley Way,

Request for a variance to Section 803 Table 3 Dimensional Requirements by Land Use District " of the City of Sky Valley Zoning Ordinance (ZU) 171 of 796 and Land owned by Joseph B and Kindle D Bowden to encroach into the 15 foot side yard setback required by 171.1 for a proposed recreation room, to encroach into the 15 foot front yard setback requirements by 171.1 for proposed porch and to encroach into the 15 foot side yard setback required by 171.1 for proposed ~~garage~~

The applicant is Joseph & Kindle Bowden, property owners.

Please be further advised that the Mayor and Council of the City of Sky Valley will hold a public hearing on the 25<sup>rd</sup> day of April, 2017 beginning at 10:00 AM at the Lodge, 696 Sky Valley Way to consider the above proposed zoning with possible conditional uses

APPLICATION FOR VARIANCE

City of Sky Valley, Georgia  
Planning & Zoning Commission  
3444 Highway 246  
Sky Valley, GA 30537

RECEIVED  
MAR 16 2017  
City of Sky Valley, GA

A notice shall be placed in a newspaper with general circulation within the territorial boundaries of the local government at least 15 but not more than 45 days prior to the date of the Planning & Zoning Hearing. The notice shall state the time, place, and purpose of the hearing.

A sign containing information required by local ordinance shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the Planning & Zoning public hearing.

Letters by regular mail shall be sent to all adjoining property owners stating all pertinent facts of the variance request using the same time frame as the public notice in the local newspaper.

This variance request application shall be submitted with all required information to the City Clerk by 12:00 PM on Thursday to be published in the following week's edition of the Clayton Tribune. The Planning & Zoning Commission can hold a public hearing on the request no earlier than 15 days following the notice in the newspaper. The Planning & Zoning Commission will then make a recommendation to the City Council to approve or deny the request at the next regularly scheduled council meeting. Regular monthly council meetings are held the fourth Tuesday of the month at 10:00 AM unless otherwise noticed.

Date: 3/16/17

Property address: 59 Cedar Lane

Subdivision Name & Part: \_\_\_\_\_ Lot Number: 11  
(Required if no property address.)

Owner of Property: Joseph + Kindle Bowden

Address: 4801 Ricardo Lane Lakeland FL 33813

Telephone: (803) 661-1148

Name of Applicant: Joseph + Kindle Bowden

Address: 4801 Ricardo Lane, Lakeland FL 33813

Telephone: (803) 661-1148

If the Owner and Applicant are not the same, signatures of both Owner and Applicant must appear on the application and be dated.

I hereby request that the property described in this application be given a variance as follows:

Partially Enclose existing Carport to extend dining room + kitchen.  
Create covered porch with remaining space of Carport. Construct proposed  
Vec room + garage as shown on plans. These changes will  
dramatically improve curb appeal + benefit the neighborhood.

SUMMARY OF VARIANCE REQUEST

Give a summary description of your proposed project in the space provided below. This summary should include purpose, type of construction (per Building Code Regulations), square footage, height, and any other pertinent information deemed necessary.

The proposed addition will include extending existing dining + kitchen  
Addition of Vec room, mudroom, + garage. The Vec room square foot-  
is 529 SF. The garage is 588 SF. The wall heights to  
be the same as existing + new ridge line approximately 6' higher  
than existing. All exterior finishes to compliment style of the  
neighborhood.

SITE PLAN

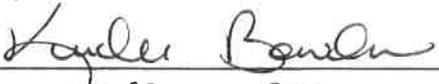
A current Registered Surveyor's site plan that shows the location of all corner pins (flagged), all easement and set-back lines, road right of way width, location of road (paved or gravel) with the right of way, all existing and or proposed buildings of the plan on which the variance is requested.

FEES

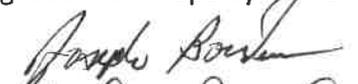
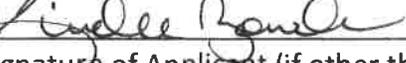
The fee for advertising and administrative costs is \$250.00 due at time of application.

AUTHORIZATION TO INSPECT PREMESIS

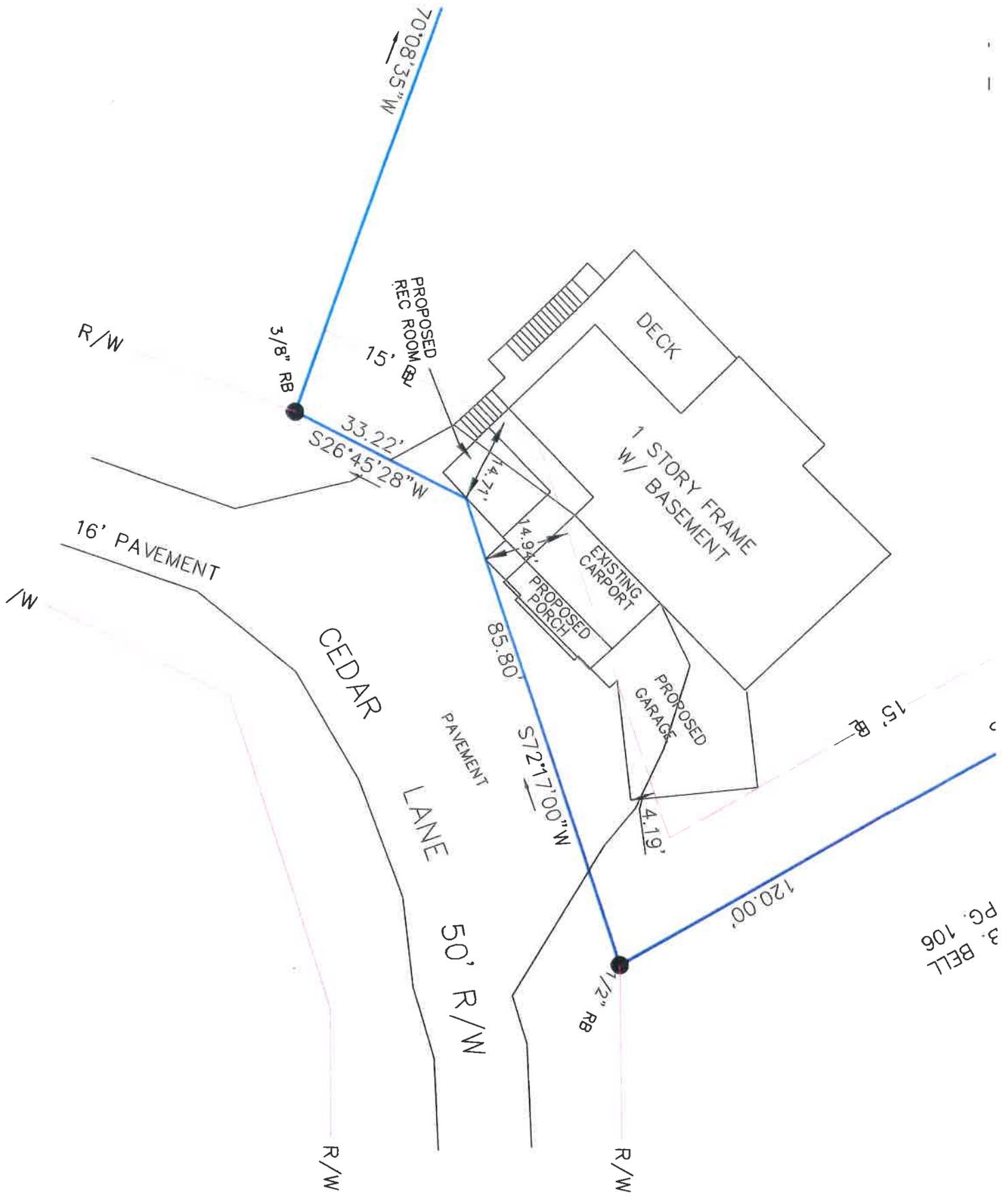
I hereby authorize the City of Sky Valley City Council and the Planning & Zoning Commission to inspect the premises which are the subject of this variance request.

  
  
Signature of Property Owner

2/13/17  
Date

  
  
Signature of Applicant (if other than Property Owner)

2/13/17  
Date



J. BELL  
 PG. 106



Overview 

**Legend**

-  Parcels
-  Roads

<b>Parcel ID</b>	058B 103	<b>Owner</b>	BOWDEN JOSEPH B	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential		BOWDEN KINDLE D	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	Sky Valley		4801 RICARDO LANE	1/1/2006	\$337500	FM	Q
	Sky Valley		LAKELAND FL 33813	12/1/2004	\$0	XI	U
<b>Acres</b>	n/a	<b>Physical Address</b>	59 CEDAR 0				
		<b>Assessed Value</b>	Value \$250284				

*(Note: Not to be used on legal documents)*

Date created: 3/16/2017  
Last Data Uploaded: 3/16/2017 12:35:40 AM

 Developed by  
The Schneider Corporation

058B 110 - Jackie Bell  
104

058D 074 Ed West

058B 111 Ruth Kreischer

058B 102 - John + Mary Watts

058C 271 - Mervin

058B 097 - Frank Dodson

LETTERS  
mailed  
3/21/2017  


March 23, 2017

Dear Adjoining Property Owner

**NOTICE**

A public hearing will be held before the City of Sky Valley Planning and Zoning Commission on *Monday, April 17, 2017* at 9:00 AM in the CBC (Old Lodge), 696 Sky Valley Way, Sky Valley, GA concerning the following request:

Request for a variance to Section 803 Table 3 "Dimensional Requirements by Land Use District" of the City of Sky Valley Zoning Ordinance (05-15) at 59 Cedar Lane, owned by Joseph B and Kindle D Bowden to encroach into the 15 foot side yard setback requirement by 14.71 feet for a proposed recreation room, to encroach into the 15 foot front yard setback requirements by 14.94 feet for proposed porch and to encroach into the 15 foot side yard setback requirements by 4.19 feet for proposed garage.

At the hearing, any interested parties may present data, make statements, or offer viewpoints or arguments either orally or in writing. Statements shall be concise to afford all an opportunity to be heard.

*Ella Fast*  
City Clerk

March 20, 2017

The Clayton Tribune  
PO Box 425  
Clayton, GA 30525

Please place the following notice in the legal section of your paper on Thursday, March 23, 2017.

#### NOTICE

A public hearing will be held before the City of Sky Valley Planning and Zoning Commission on Monday, April 17, 2017 at 9:00 AM in the CBC (Old Lodge), 696 Sky Valley Way, Sky Valley, GA concerning the following request:

Request for a variance to Section 803 Table 3 "Dimensional Requirements by Land Use District" of the City of Sky Valley Zoning Ordinance (05-15) at 59 Cedar Lane, owned by Joseph B and Kindle D Bowden to encroach into the 15 foot side yard setback requirement by 14.71 feet for a proposed recreation room, to encroach into the 15 foot front yard setback requirements by 14.94 feet for proposed porch and to encroach into the 15 foot side yard setback requirements by 4.19 feet for proposed garage.

At the hearing, any interested parties may present data, make statements, or offer viewpoints or arguments either orally or in writing. Statements shall be concise to afford all an opportunity to be heard.

Ella Fast  
City Clerk

**ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT  
AND CONSENT TO ASSIGNMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH THE MUNICIPAL COURT OF SKY VALLEY AND CONSENT TO ASSIGNMENT (“Assignment Agreement”)** is entered into as of \_\_\_\_\_, 2017 (**“Effective Date”**), by and among the Municipal Court of Sky Valley (the **“Court”**), and SKY VALLEY, GEORGIA (the **“Governing Authority”**), SENTINEL OFFENDER SERVICES, LLC., a Delaware limited liability company (sometimes referred to herein as the **“Assignor”**), and CSRA PROBATION SERVICES, INC., a Georgia corporation (sometimes referred to herein as the **“Assignee”**).

**Recitals:**

**WHEREAS**, on February 3, 2012, the Court and Governing Authority awarded probation services agreement to Assignor (the **“Services Agreement”**), attached hereto and incorporated by reference as **Attachment A**, for the provision of probation services to the Court; and

**WHEREAS**, pursuant to the terms of the Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon approval of the Court and Governing Authority; and

**WHEREAS**, the skilled personnel, knowledge base, and equipment of the Assignor’s business unit charged with performing the work have been sold to CSRA Probation Services, Inc. (the Assignee); and

**WHEREAS**, the Court and Governing Authority finds that CSRA Probation Services, Inc. (the Assignee) has the necessary skills, expertise, and fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

**WHEREAS**, the Assignee wishes to assume the obligation of Assignor under the Services Agreement, which shall mean the Court and Governing Authority shall perform its obligations under the Services Agreement in favor of Assignee and that the Court, Governing Authority and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

**Agreement:**

**NOW THEREFORE**, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment.** Assignor hereby conveys, assigns and transfers to Assignee all of the Assignor's right, title and interest in and to the Services Agreement. Assignor shall execute and deliver to Assignee such further assignments, acknowledgements and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.
2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title and interest under the Services Agreement, and shall be bound all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against and all liability, loss, damage or expenses (including without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.
3. **Consent of the Court and Governing Authority:** The Court and Governing Authority hereby consents to the assignment of Assignor's right, title and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignor under the Services Agreement in lieu of the liability of Assignor.
4. **Release and Discharge.** With effect from the Effective Date, Assignor releases and discharges the Court and Governing Authority from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the Court and Governing Authority hereby releases and discharges Assignor from any and all obligations and liabilities owed to the Court and Governing Authority under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of the Assignor.
5. **Representations.**
  - 5.1 **Assignor Representations.** Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.
  - 5.2 **Assignee Representations.** Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.
6. **Miscellaneous Provisions.**
  - 6.1 **Notices.** Any notices required to be given under the Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt at the appropriate address. Any notice given to the Court, Governing Authority, Assignor, or Assignee shall be sent to the respective address set forth on the

signature page below, or to such other address as such party may designate for service of notice.

- 6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of Georgia.
- 6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by the Assignment Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party as been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns and representatives of each of the parties.

**[SIGNATURES ARE ON THE FOLLOWING PAGE.]**

**IN WITNESS WHEREOF**, the Court, Governing Authority, Assignor and Assignee have executed this Assignment Agreement as of the date set forth above.

**COURT:**

**SKY VALLEY MUNICIPAL COURT**

Address for Notices:  
3444 Hwy 246  
Sky Valley, GA 30537

By: \_\_\_\_\_  
Name: Robert Sneed  
Title: Chief Judge

**GOVERNINIG AUTHORITY:**

**SKY VALLEY, GEORGIA**

Address for Notices:  
3444 Hwy 246  
Sky Valley, GA 30537

By: \_\_\_\_\_  
Name: Hughel Goodgame  
Title: Mayor

**ASSIGNOR:**

**SENTINEL OFFENDER SERVICES, LLC**

Address for Notices:  
201 Technology Drive  
Irvine, CA 92618

By: Mark Contestabile  
Name: Mark Contestabile  
Title: Vice President

**ASSIGNEE:**

**CSRA PROBATION SERVICES, INC.**

Address for Notices:  
802 Oakhurst Dr., Suite D  
Evans, GA 30809

By: Michael Popplewell  
Name: Michael Popplewell  
Title: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Watson & Knox, Inc. PO Box 539  Thomson GA 30824	<b>CONTACT NAME:</b> Julie Cort <b>PHONE (A/C, No, Ext):</b> (706) 595-4951 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Auto Owners Insurance Co.</td> <td>18988</td> </tr> <tr> <td>INSURER B: Hiscox Insurance Company, Inc.</td> <td>10200</td> </tr> <tr> <td>INSURER C: Nationwide Mutual Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto Owners Insurance Co.	18988	INSURER B: Hiscox Insurance Company, Inc.	10200	INSURER C: Nationwide Mutual Insurance Co.		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> CSRA Probation Services, Inc.  805 A Oakhurst Dr Evans GA 30809	(706) 210-7071													

**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 556                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MPL1884901.17	02/11/2017	02/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ TRIA \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	48160892	05/06/2016	05/06/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
B	<b>Professional</b>			MPL1884901.17	02/11/2017	02/11/2018	<b>Ea Occurrence</b> \$ 1,000,000
C	<b>Bond</b>			BDA7900648427	06/08/2016	06/08/2017	<b>Employee Dishonesty</b> \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of Georgia	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
------------------	---

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Georgia Department of Community Supervision

**MISDEMEANOR PROBATION OVERSIGHT**

This is to certify that

**CSRA Probation Services, Inc.**

is a registered provider of misdemeanor probation services in the state of Georgia.

This registration is valid for a one-year period beginning January 1, 2017 and expiring January 31, 2018.



*Barbara Neville*

Barbara Neville

Director

Misdemeanor Probation Oversight Unit

## BILL OF SALE

THIS BILL OF SALE (the "Bill of Sale") is made, executed and delivered effective January 1, 2017, by Sentinel Offender Services, LLC ("Seller"), and in connection with the conveyance by Seller to CSRA Probation Services, Inc. ("Buyer"), pursuant to that certain Asset Purchase Agreement dated February 20, 2017, effective January 1, 2017 (the "Asset Purchase Agreement"), by and between Seller and Buyer, of certain assets of Seller described in the Asset Purchase Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement. By this instrument, Seller and Buyer, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Bill of Sale.** Effective as of 12:00 a.m. (Eastern Time) January 1, 2017, Seller does hereby sell, transfer, convey and deliver to Buyer, all right, title and interest of Seller in and to the operating assets of the Business in accordance with the Asset Purchase Agreement.
2. **Notices.** All notices or other communications or deliveries provided for hereunder shall be given as provided in the Asset Purchase Agreement.
3. **Successors in Interest.** This Bill of Sale and all of the provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto permitted under the Asset Purchase Agreement.
4. **Asset Purchase Agreement.** This Bill of Sale is executed and delivered in connection with the consummation of the transactions described in the Asset Purchase Agreement. Notwithstanding anything herein to the contrary, nothing herein shall in any way vary the promises, agreements, representations and warranties of any of the parties to and set forth in the Asset Purchase Agreement. The rights or claims of Buyer against Seller or Seller against Buyer hereunder shall not be greater than the rights or claims of Buyer against Seller or Seller against Buyer, respectively, under the Asset Purchase Agreement and any claims hereunder shall be governed by the procedures set forth in the Asset Purchase Agreement.
5. **Execution in Counterparts.** This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Each party agrees to be bound by any telecopied or electronically transmitted signature as if a manually executed signature page had been executed and delivered.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed by their duly authorized officers this 23<sup>rd</sup> day of February, 2017.

**SELLER:**  
**SENTINEL OFFENDER SERVICES, LLC**

By:   
Name: Dennis C. Fuller  
Its: CFO

**BUYER:**  
**CSRA PROBATION SERVICES, INC.**

By:   
Name: Michael Popplewell  
Its: President

Attachment "A"

AGREEMENT TO  
PROVIDE PROBATION SERVICES  
TO THE MUNICIPAL COURT  
OF SKY VALLEY, GEORGIA

THIS AGREEMENT is made and entered into effective as of the 3<sup>rd</sup> day of February, 2019 by and between the Municipal Court of Sky Valley, Georgia, (hereinafter referred to as the "Court") and Sentinel Offender Services, LLC., located at 3675 Crestwood Parkway, Suite 310, Duluth, Georgia 30096 (hereinafter referred to as "Sentinel").

RECITALS

WHEREAS,

1. The Court has been duly authorized by O.C.G.A. § 42-8-100 to establish services for a probation system for the purpose of providing probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted in the Court and placed on probation.
2. The Court has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with Sentinel to provide probation services, upon the terms and conditions set forth herein, to misdemeanor probationers. In no event will Sentinel be charged with the responsibility of supervising a felony sentence unless authorized to do so by law.
3. Sentinel is a duly registered corporation with the Georgia Secretary of State and is registered and in good standing with the County and Municipal Probation Advisory Council.
4. Sentinel is professionally staffed and desirous to conduct misdemeanor probation services to said entities as described in Paragraph 1.
5. Probation Officers providing services to the Court shall be at least twenty-one (21) years of age at the time of appointment to the position of probation officer and at a minimum have completed a standard two-year college course or possess four years of P.O.S.T. law enforcement experience.
6. Sentinel shall provide an initial forty (40) hours of orientation training to all probation officers and twenty (20) hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council.

7. Sentinel shall require criminal record check of all staff providing services to the Courts and no person who has been convicted of a felony will be employed as a probation officer.
8. Sentinel certifies that to the best of its knowledge, no employee of the Court, the governing authority nor any of its members, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Sentinel, and that no person associated with Sentinel has any interest that would conflict in any manner or degree with the performance of the Agreement.
9. Sentinel will at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments which may in any manner affect the performance of this Agreement.
10. Sentinel shall comply with the legislative enactment (O.C.G.A. § 42-8-100 through 108), as well as all standards and qualifications as set forth by the County and Municipal Probation Advisory Council and shall comply with the "Rules and Regulations of the County and Municipal Probation Advisory Council," as promulgated and as may be amended from time to time.

## ARTICLE ONE

### Services by Sentinel

Sentinel agrees to provide the following services for and on behalf of the Court:

1. Attend regularly scheduled Court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to Sentinel at least 30 days in advance.
2. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.
3. Monitor and supervise probationers to ensure compliance with the Court's order. Complete a supervision assessment of the probationer to determine an appropriate reporting schedule. Collect from probationers court ordered fines, restitution and other costs associated with the order of the Court.

4. Prepare referrals and lend assistance to probationers either ordered to receive or desiring counseling or employment assistance. Probationers identified by the Court as having special treatment and/or education needs will be referred to appropriate community programs and their progress followed and noted in their case record.
5. Drug counseling and urine surveillance will be provided to probationers identified by the Court as having drug or alcohol related problems. Probationers will assume the cost of random drug and/or alcohol testing.
6. Provide electronic monitoring services to the Court and governing authority at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority.
7. Coordinate community service work with local community service agencies as ordered by the Court as a condition of probation. Sentinel will coordinate community service work that is reasonably consistent with those duties performed by regular, unskilled laborers.
8. Maintain case files for each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and the amounts and dates of money collected.
9. All reports, papers, records, and files relative to the supervision of probationers are confidential and available only to officials of the affected governing authority, the Court, the Department of Audits and Accounts or the County and Municipal Probation Advisory Council.
10. Provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected so the Clerk will be notified as to when to remit monies owed to other authorities for which monies are collected.
11. Provide reports summarizing the number of offenders supervised by Sentinel, the amount of fines, statutory surcharges, and restitution collected, and the number of probationers for whom supervision has been terminated.
12. Sentinel will maintain collected fines and fees in a Court approved banking institution and will disburse all fines and fees collected each month in the manner directed by the Clerk of Court. If an account is deemed uncollectible, in whole or in part, Sentinel will disburse all collected funds pursuant to a Court order.
13. Reconcile all records with the Clerk's office on a monthly basis. Records will be available on any given day, which reflect the Sentinel's liability to the Court.
14. Disburse funds to recipients of restitution on a monthly basis as these funds are collected.

15. Assist the Court and law enforcement authorities in tracking absconders through the submission of a report that details the probationer's personal history and employment information, the circumstances of his/her violation and his/her last known whereabouts.
16. If a determination is made by Sentinel that the probationer is lacking the resources to be able to make weekly or monthly payments, every effort will be made to convert the remaining fines, costs, etc. to community service hours. Probationers will be allocated the equivalent of a monetary value determined by the Court to one (1) hour of community service.
17. All efforts will be made to deal properly with delinquent cases at the mid-point juncture, if not earlier, in order that there will be enough time remaining on the sentence for an appropriate disposition.
18. At any point in time when material violations in compliance with the conditions of probation occur, Sentinel will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court.
19. Make every effort to provide consistent supervision so that each Probationer shall have only one probation officer during the term of probation and that no probation officer shall have more than two hundred fifty (250) active probationers assigned to him or her at any given time.
20. In the event of a material default of any of the provisions of this Agreement, the non-defaulting party may terminate this Agreement if: (i) the non-defaulting party gives written notice to the party in default specifying the nature of the default and (ii) such default remains uncured or uncorrected for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, or if such default cannot reasonable be cured or corrected within the aforesaid thirty (30) day period, the defaulting party undertakes diligently after receipt of such written notice is received and continue until completion, efforts to cure or correct such default and furnish proof to the non-defaulting party upon its request of such efforts and the date the cure or corrections will be achieved. For purposes of this Agreement, a "material default" of this Agreement shall be deemed as any illegal or unethical business transactions, or a failure to adequately meet, maintain and comply with the obligations set forth in this Agreement.
21. Sentinel will maintain a policy of liability insurance coverage in the amount of not less than one (1) million dollars with respect to liability for negligent, willful or otherwise tortuous acts or omissions of Sentinel, its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. Sentinel will also maintain a dishonest employee insurance policy of at least \$300,000. Sentinel will assign the benefits of said policies to the Court and the governing authority.
22. Sentinel will not engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this agreement.

23. Sentinel and its employees shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

## ARTICLE TWO

### Conditions

This agreement is made based upon the following conditions:

1. The agreement will extend for one year from the date of execution.
2. Notwithstanding the date of expiration of this agreement, this agreement shall annually automatically renew under the same terms and conditions as provided for herein unless written notice to the contrary is directed to the other party thirty (30) days prior to the date of expiration.

## ARTICLE THREE

### Service Fees

1. In consideration of the services provided by Sentinel, the Court agrees that each court order shall require the probationer to pay a fee directly to Sentinel for each month or partial month of the supervision period. Probationers who are unemployable and declared by the Court to be indigent shall be supervised at no cost to the probationer, the Court or the governing authority. Fees paid by probationers shall be as follows:

<u>Supervision/Service Provided</u>	<u>Fee</u>
Basic Probation Supervision	\$35.00 per month
Intensive Probation Supervision	\$45.00 per month
Domestic Violence Intervention Program	\$35.00 per month
Pre-Trial Diversion Program	\$35.00 per month
Drug Screens	\$15.00 per screen

2. Payment of fines and fees will be set according to the plan approved both by the Court and Sentinel.
3. Sentinel will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer placed on probation unless the Court exempts the probationer. Sentinel will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.
4. There is no cost to the Court or governing authority for the services enumerated herein.
5. Sentinel will retain no percentage of fine moneys and/or Court fees collected. All fine moneys and court fees collected will be remitted to the Court.

ARTICLE FOUR

Addendum

This agreement is to include any addendum or attachment that both parties have agreed upon in writing.

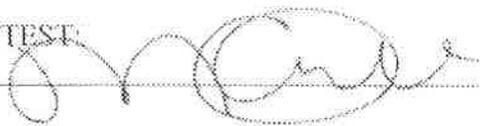
ARTICLE FIVE

General

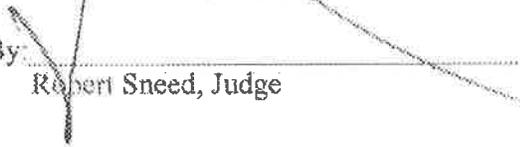
The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a written document signed by duly authorized representatives of the Court and Sentinel.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this AGREEMENT to be signed and delivered effective as of the date, month and year set forth herein above.

ATTEST:



**SKY VALLEY MUNICIPAL COURT**

By:   
Robert Sneed, Judge

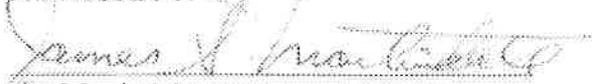
ATTEST:



**SENTINEL OFFENDER SERVICES, LLC**

By:   
Steven R. Queen, Director of Central Services

APPROVAL OF THE GOVERNING  
AUTHORITY:



Jim Martindale, Mayor  
City of Sky Valley, Georgia

# *Proclamation*

*Municipal Clerks Week*

*May 7 - 13, 2017*

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, Hughel Goodgame, Mayor of the City of Sky Valley, do recognize the week of May 7 through May 13, 2017, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Ella Fast and Deputy Clerk*

*Alyssa Mullins and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this 25<sup>th</sup> day of April, 2017*

-----  
*Mayor*

-----  
*Attest*

**RESOLUTION 17-\_\_\_\_\_**

**CITY OF SKY VALLEY**

**RESOLUTION DECLARING PROPERTY SURPLUS**

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

NOW, THEREFORE, BE IT RESOLVED that the following property be declared surplus and disposed of according to state statutes.

Parcel ID 047B 045, Ridgepole Part 10, Lot 291  
Parcel ID 058A 213, Southwoods Part 9, Lot 39  
Parcel ID 058A 214, Southwoods Part 9, Lot 40  
Parcel ID 058A 536, Ridgepole Part 4, Lot 224

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

It is so resolved and approved by vote of the City Council of the City of Sky Valley this \_\_\_\_ day of \_\_\_\_\_, 2017.

Approved:

\_\_\_\_\_  
Hughel Goodgame, Mayor

Attest:

\_\_\_\_\_  
Ella Fast, City Clerk



Return Recorded Document to:  
File #: 17-269  
J David Smith, LLC  
ENGLISH, TUNKLE & SMITH, LLP  
Attorneys at Law  
17 Chechero Street  
Clayton, Georgia 30525  
(706) 782-4285

**QUITCLAIM DEED**

**STATE OF GEORGIA  
COUNTY OF RABUN**

**THIS INDENTURE**, Made the \_\_\_\_\_ day of April, 2017, between **The City of Sky Valley**, as party or parties of the first part, hereinafter called Grantor, and **Jean Clare Gillam Michaels, as Personal Representative under the Estate of Peggy A Gillam**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: **The City of Sky Valley** Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 196 of the Second Land District of Rabun County, Georgia and being designated as Lot No. 104A of Part 4, Northwoods Area of the SKY VALLEY SUBDIVISION containing 0.06 acre as shown upon a plat of survey prepared by W Jonathan Rolader GRLS no. 3231, dated April 12, 2017 which is recorded in the office of the Clerk of Superior Court, Rabun County, Georgia. Said plat is recorded in Plat Book 65 Page 75 and reference is had and made to said plat and the record of same for a more full and complete description of said lot.

Subject to the restrictions, easements, charges, conditions, and affirmative obligations contained in deed from Sky Valley, Inc. to J.C. Ebert, October 16, 1976, and recorded in the said deed records in Deed Book E-16, pages 512-516.

**TO HAVE AND TO HOLD** the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year first above written.

Sworn to and subscribed before me on this \_\_\_\_\_  
day of \_\_\_\_\_ 2017;

**City of Sky Valley**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
for City of Sky Valley (Seal)

MY COMMISSION EXPIRES: \_\_\_\_\_

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

REFERENCE: D.B. 620, PG. 441  
D.B. 68, PG. 413

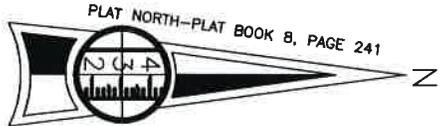
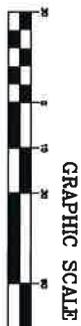
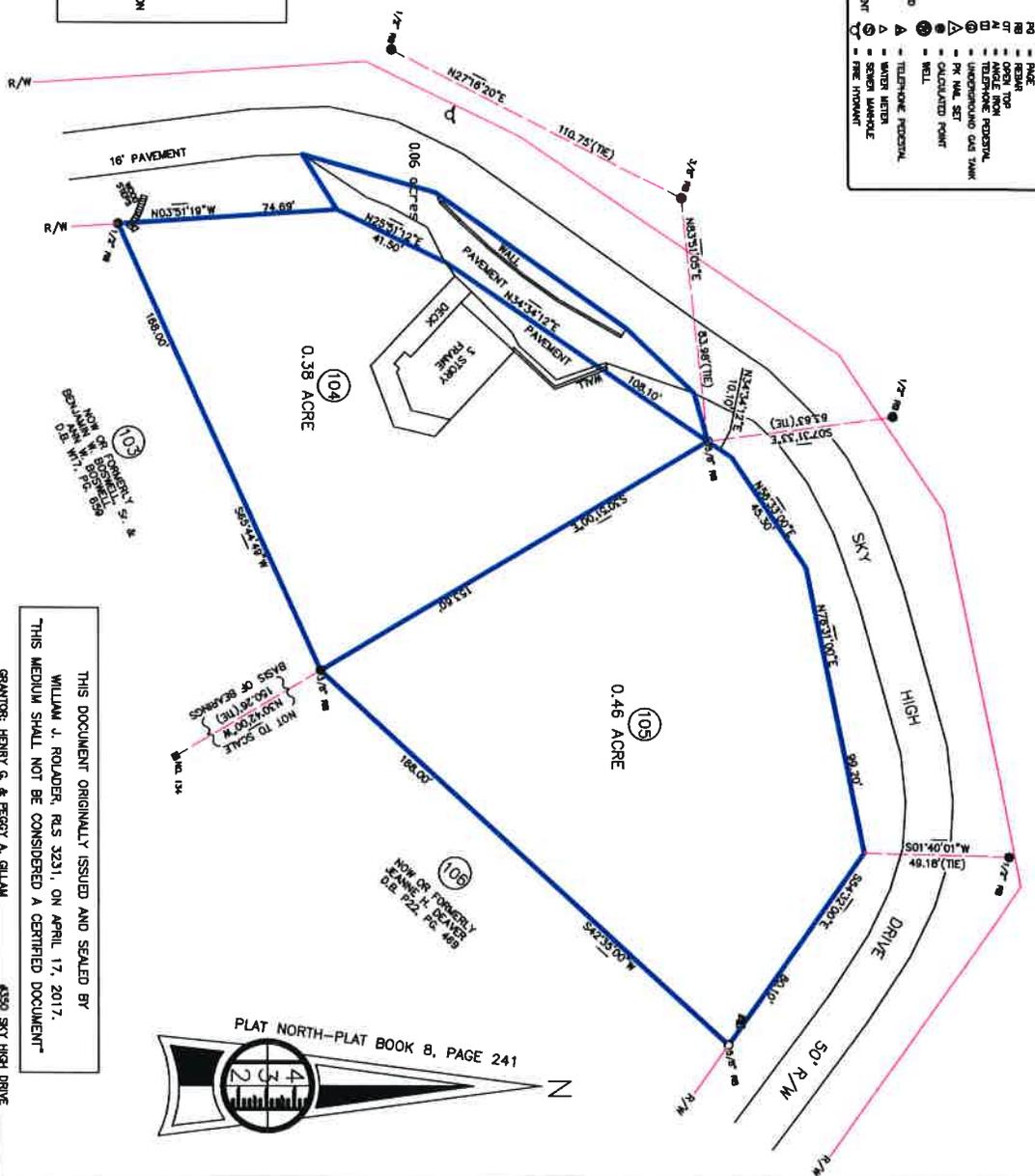
LEGEND	
POB	POINT OF BEGINNING
○	IRON PIN FOUND (IPF)
○	IRON PIN SET (IPS)
P.B.	PLAT BOOK
P.L.	PROPERTY LINE
N/W	RIGHT OF WAY
-X-	FENCE
U	UTILITY POLE
W-T	WIRE & TELEPHONE
W-T	POWER & TELEPHONE
W-T	LAND LOT LINE
W-T	OPEN UNIMPAVED ROAD
B	BOUNDARY LINE
E	EXISTING LINE
POB	POINT OF COMMENCEMENT
○	0/3 - OFF SET
○	D.B. - DEED BOOK
○	P.B. - PLAT BOOK
○	IPF - IRON PIN FOUND
○	IPS - IRON PIN SET
○	P.L. - PROPERTY LINE
○	R/W - RIGHT OF WAY
○	-X- - FENCE
○	U - UTILITY POLE
○	W-T - WIRE & TELEPHONE
○	W-T - POWER & TELEPHONE
○	W-T - LAND LOT LINE
○	W-T - OPEN UNIMPAVED ROAD
○	B - BOUNDARY LINE
○	E - EXISTING LINE
○	POB - POINT OF COMMENCEMENT
○	○ - CALCULATED POINT
○	○ - WELL
○	○ - TELEPHONE PROXIMAL
○	○ - WATER WELLS
○	○ - SEWER MANHOLE
○	○ - FIRE HYDRANT

THIS PLAT IS SUBJECT TO ANY RESTRICTIONS AND EASEMENTS SET FORTH FOR THIS SUBDIVISION AS MAY BE SPECIFIED IN DEEDS FROM TIME TO TIME.

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND WHICH WERE RECORDED IN PLAT BOOK 8, PAGE 241, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREIN. RECORDATION OF THIS PLAT DOES NOT IMPLY CORROBORATION OF ANY LOCAL JURISDICTION OF VALIDITY OR FORM, OR ANY TECHNICAL STANDARDS FOR SURVEYING. THE SURVEYING STANDARDS FOR PROFESSIONAL SURVEYORS IN GEORGIA AS SET FORTH IN O.C.G.A. SECTION 15-8-67.

W. JONATHAN ROLANDER RLS 3231

A LEICA TS 02 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000.03 FEET AND AN ANGULAR ERROR OF 0.03 FEET PER 100 FEET. ANGLES ADJUSTED USING THE LEAST SQUARES ADJUSTMENT METHOD. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 78,626 FEET.



THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY WILLIAM J. ROLANDER, RLS 3231, ON APRIL 17, 2017. THIS MEDIUM SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT.

GRANTOR: HENRY G. & FREGY A. GILLIAM 4390 SKY HIGH DRIVE  
RETRACEMENT SAME FOR  
**KELLY ANN WEBB**

SCALE: 1" = 30'	0.44 ACRE-LOTS 104 & 105	DRAWN: LBT 4/13/17
DATE: APRIL 12, 2017	NORTHWEST CORNER OF SKY VALLEY	C.C. DP
LOCATED IN LAND LOT 196, 2ND LAND DISTRICT		
RABUN COUNTY, GEORGIA		
APPALACHIAN SURVEYING COMPANY, INC.	57000282	DAVID W. HARRIS
P.O. BOX 117 MOUNTAIN CITY, GEORGIA 30562	(706) 746-2625	17-111

## 2017 ROAD PAVING PROJECT

**BUDGET: \$222,844**

Priority List per Road Plan                      Estimated Cost

Peek & Peak	\$20,250
Sky High Drive	\$136,000
Ridgeview Drive	\$18,400
Moonridge Drive	\$22,000
Breckenridge Lane	\$17,100

Alternates:    Estimated Cost

Rebel Circle	\$69,500
Overlook Way	\$72,800
Broadmoor Lane	\$9,200
Thunderhead Lane	\$30,500
Spicewood	\$8,680

Unpaved:    Estimated Cost                      # of Homes

Cobblewood	\$27,450	1
Walking Bear (partial)	\$73,920	2
Sheep Cliff	\$137,280	2
Stillwater (partial)	\$7,020	1
Lover's Lane	\$11,000	2
Red Wolfe	\$56,000	3
Rescue (partial)		2
Knob Drive (partial to trailhead)		0
Evergreen (emergency route)		0
Winding Ridge Water Tank Drive		0
Other Undeveloped Roads		0

**City of Sky Valley**

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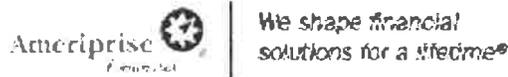
**From:** Jean C Michaels [jean.c.michaels@ampf.com]  
**Sent:** Monday, March 27, 2017 12:57 PM  
**To:** 'skyvalleyga@windstream.net'  
**Cc:** 'alyssamullins@windstream.net'  
**Subject:** Request to the City Council  
**Attachments:** Sky Valley Water.docx

Ms. Fast,  
Attached is my request for relief on a water bill from the City of Sky Valley. Could you please present this at the Council meeting tomorrow. I am in your debt for this.  
Sincerely,  
Clare

**Jean Clare Michaels**  
Registered Client Service Associate

.....  
Ameriprise Financial Services, Inc.  
1500 Urban Center Drive  
Suite 200  
Birmingham, AL 35242

O: 205.909.3138 : F: 205.967.8021  
Toll Free: 866.640.4052



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\*\*\*\*\* "This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you." \*\*\*\*\*

March 27, 2017

Ella Fast, City Clerk  
City of Sky Valley, Georgia  
3444 Highway 246  
Sky Valley, GA 30537

RE: Request for Relief for Water Works Account 063-00  
For 350 Sky High Drive, Sky Valley, GA

Dear Ms. Fast,

I would greatly appreciate you presenting this request to the Sky Valley Board meeting in March.

My parents, Henry Grady Gillam, Jr. and Peggy A. Gillam, owned the residence at 350 Sky High Drive in Sky Valley. Both are deceased, Grady in 2012 and Peggy in 2015. I am the Personal Representative of both their estates. The house has been on the market for well over a year.

I received a water bill for \$1256.54 for the billing date of 2/2/17, showing a usage of 81,120 gallons of water. Alyssa Mullins had this checked for me. The water meter had been turned on and did have this amount of water go through the meter. Alyssa said the only thing that would start & stop is a toilet.

The house is not rented, and was last used at Thanksgiving 2016. My husband turned off the water at the meter when we left. I had the house winterized by a man in the area, Al Livingood. My husband called Al after getting the bill and finding it to be accurate, and had him check the house. Al found that all the toilets still contained the anti-freeze, however the water heater which he had emptied was full. There was no damage and no broken pipes.

I ask for relief from this water bill. My mother had the same thing happen in May of 2014, and got the once in a lifetime credit applied for her bill which was over 100,000 gallons. Alyssa said I would need to ask the Board for relief or another credit.

I do not know how this happened or where 81,120 gallons of water went. I do know that our water meter is down a hillside and is right next to the neighbor's meter. Alyssa had to get one of the public works employees to come help her locate the meter and determine which was ours.

I therefore suspect that someone using the Boswell's house next door perhaps turned on the wrong meter and turned it off later. That still would not account for the use of the water. I do not know how to get in touch with The Boswell's, but I have emailed the Property Owner's Association contact for the directory in hopes of contacting them.

I called the Sky Valley police to report the trespass onto our property and criminal mischief and was assured they would check into it. I told them I wanted to file a report. I have not heard back from them.

In 2014, my mother paid the water bill in full, and I applied for a credit for her. This was not what I wanted for her, but is all that could be done. She was out the \$1500, and simply did not have a bill for several months. I'm still not sure we got her the full credit.

The estate does not have the money to pay this bill, the house has been on the market for over a year. I received an offer today, but do not know if it will go through. I hope that you can find a way to provide relief on this water meter matter.

Any suggestions as to how to have this never happen again, is greatly appreciated.

Sincerely,

Jean Clare Gillam Michaels,  
Personal Representative for  
The Estate of Peggy A Gillam  
4721 Nottingham Lane  
Birmingham, AL 35223



City of Sky Valley  
 3444 Highway 246  
 Sky Valley, GA 30537  
 (706) 746-2204

Check here if you have had a mailing address change and indicate this change on the back of the stub.



Account Number: 063-00      Web ID: 44  
 Service Address: 350 SKY HIGH DR  
 Billing Date: 02/02/2017  
 Current Charges: 1,256.54  
 Past Due Charges: 0.00  
 Total Due By: 02/27/2017      1,256.54  
 Office Use:

Please make checks payable to:

PEGGY GILLAM  
 4721 NOTTINGHAM LN  
 BIRMINGHAM AL 35223-1633

City Of Sky Valley  
 3444 Highway 246  
 Sky Valley, GA 30537

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Account Number:	063-00	Web ID:	44
Service Address:			350 SKY HIGH DR
Last Payment:	12/21/2016		118.45
Billing Date:			02/02/2017

PEGGY GILLAM  
 4721 NOTTINGHAM LN  
 BIRMINGHAM AL 35223-1633

Account	Current Read	Previous Read	Usage
063-00	01/31/2017 220100	12/30/2016 138980	81120
		TOTAL	81120

**IMPORTANT MESSAGES**

Please make sure that all garbage is bagged and tied using household garbage bags. Small plastic bags that you get from merchants are not acceptable. Garbage pickup is on Mondays beginning at 8am. Recycle pickup is on Thursdays beginning at 8am. The compactor on Knob Drive is available 24/7. The compactor is for household garbage only. There should be no dumping of any other materials at the compactor.

Services	Current	Previous	Balance
WATER	1,233.54	0.00	1,233.54
GARBAGE	23.00	0.00	23.00
<b>Totals :</b>	<b>1,256.54</b>	<b>0.00</b>	<b>1,256.54</b>
<b>DUE DATE :</b>	<b>02/27/2017</b>		



**PROPERTY RECORD**

Incident # 20170201

Stolen  Recovered  Damage  Lost

Type of Property \_\_\_\_\_ Brand \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_ Owner Applied # \_\_\_\_\_

Remarks \_\_\_\_\_

Date Reported \_\_\_\_\_ Date Occurred \_\_\_\_\_ Value \_\_\_\_\_

Stolen  Recovered  Damage  Lost

Type of Property \_\_\_\_\_ Brand \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_ Owner Applied # \_\_\_\_\_

Remarks \_\_\_\_\_

Date Reported \_\_\_\_\_ Date Occurred \_\_\_\_\_ Value \_\_\_\_\_

Stolen  Recovered  Damage  Lost

Type of Property \_\_\_\_\_ Brand \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_ Owner Applied # \_\_\_\_\_

Remarks \_\_\_\_\_

Date Reported \_\_\_\_\_ Date Occurred \_\_\_\_\_ Value \_\_\_\_\_

Stolen  Recovered  Damage  Lost

Type of Property \_\_\_\_\_ Brand \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_ Owner Applied # \_\_\_\_\_

Remarks \_\_\_\_\_

Date Reported \_\_\_\_\_ Date Occurred \_\_\_\_\_ Value \_\_\_\_\_

Stolen  Recovered  Damage  Lost

Type of Property \_\_\_\_\_ Brand \_\_\_\_\_ Model # \_\_\_\_\_

Serial # \_\_\_\_\_ Owner Applied # \_\_\_\_\_

Remarks \_\_\_\_\_

Date Reported \_\_\_\_\_ Date Occurred \_\_\_\_\_ Value \_\_\_\_\_

Attach additional property Records if necessary TOTAL: Property Taken \$ \_\_\_\_\_ Damage \$ \_\_\_\_\_

**NARRATIVE REPORT**

On the above stated date and time Miss Michaels called Officer Ronald Baumes of the Sky Valley Police Department. She stated she lives out of town and the home is unoccupied. Her water bill was not correct, and someone must have turned her water valve on. She advised she is the executor of the property, both of her parents are deceased. She stated that Al Livengood had winterized her home in December of 2016. Officer Baumes went to the property, did a security check. There was no apparent signs of a break in. Officer Baumes spoke to Mr. Livengood, he verified that he had winterize the home in December of 2016 and shut the water off. He drained the hot water tank as part of the winterizing process. He received a call from Miss Michaels to rechecked the home to insure the water was off. Upon arriving he stated the water valve had been turned on, and the hot water tank was full. He stated he turned the water back off, drained the hot water tank and reported this to Miss Michaels. Miss Michaels requested to have a report on file incase this happens again. END-OF REPORT...

Reporting Officer

Ronald Baumes 1003

Approving Officer

November 12, 2014

*Letter for credit given on  
May 2014 bill*

Peggy Gillam  
437 Wildhaven Circle  
Gadsen, AL 35901

Dear Mrs. Gillam:

This letter is in reference to your request for adjustment for your May 2014 water bill in the amount of \$1381.37 for your residence at 350 Sky High Drive, Sky Valley, Georgia.

According to the recently adopted ordinance, certain criteria would warrant an adjustment.

- (1) A leak occurred in such a location that would not be readily observable to the property owner; and
- (2) The adjustment being requested is on a bill that exceeds three times the average water bill for the twelve (12) billing cycles immediately preceding the billing cycle for which an adjustment is being sought. If the requested adjustment for water usage does not meet this criteria, no adjustment will be considered; and
- (3) The maximum adjustment that may be authorized is 50% of the difference between the billed usage and the average of the 12 immediately preceding monthly billings; and
- (4) Only one request for consideration of a billing adjustment per customer will be considered in any given 5-year period.

According to our calculations, the bill you have requested an adjustment to is usage in the amount of 90,080 gallons. The average water bill for the immediate preceding 12 monthly billings is \$30.00. Three times this amount equates to \$90.00. Your water charge of \$1381.37 would be eligible for adjustment. The amount of your adjustment would deduct \$675.69 from your original bill of \$1393.37. The total amount due after adjustment is **\$717.68**. Since this bill has already been paid in its entirety, the City will credit the account for **\$675.69**.

Any reconsideration of this decision must be made in writing within the next 15 days and must be accompanied by a tender of the adjusted amount subject to refund if the City Council revises the adjusted amount. The request for reconsideration upon being timely presented will be placed on the agenda for the next regularly scheduled meeting of the City of Sky Valley.

Sincerely,

Alyssa Mullins  
Water Clerk