

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
PUBLIC HEARING & REGULAR COUNCIL MEETING
TOWN HALL, 255 MAIN STREET, TALLULAH FALLS, GA
FEBRUARY 13, 2020, 6:00 PM**

AGENDA

- I. Call to Order, Invocation, Welcome**
- II. Approval of the Agenda (O.C.G.A. § 50-14-1(e)(1))**
- III. Approval of the Minutes (O.C.G.A. § 50-14-1(e)(2))**
 - A. Council Meeting January 9, 2020
 - B. Executive Session January 9, 2020
- IV. Reports from Departments, Committees and Authorities**
 - A. Attorney Report
 - B. Water Report
 - C. Public Safety
 - Police Report
 - Fire Report
 - D. Street Report
 - E. Town Clerk/Financial Report
 - F. DDA Report
 - G. Mayor's Comments
- V. Unfinished Business**
 - A. Charter Amendment
- VI. Public Hearing -Variance Request of Christopher Ward – 945 Hickory Nut Mountain Road**
 - A. Presentation by Applicant
 - B. Public Comment
- VII. New Business**
 - A. Variance Request of Christopher Ward – 945 Hickory Nut Mountain Road
 - 1. Zoning Administrator Report
 - 2. Recommendation of Planning & Zoning Commission
 - 3. Consideration of Variance by Council
 - B. Police SOP including policy on Secondary Employment

- C. Statewide Mutual Aid Agreements – Habersham and Rabun
- D. Ratify Approval of Letter of Support to Rabun County EMA for FEMA grant
- E. Resolution Adopting the 2019 Rabun County Joint Comprehensive Plan

VIII. Postponed Items

- A. Appointment of Municipal Auditor
- B. Appointment to DDA
- C. Appointment to Planning and Zoning

IX. Executive Session – if necessary

X. Public Comment

XI. Adjournment

**TOWN OF TALLULAH FALLS
STATE OF GEORGIA
ORGANIZATIONAL & REGULAR COUNCIL MEETING
January 9, 2020, 7:00 PM
MINUTES**

The meeting for January 9, 2020 of the Town Council of Tallulah Falls, Georgia was called to order at 7:05 PM by Mayor Mike Early.

PRESENT WERE: Mayor Mike Early
Councilperson Joey Fountain
Councilperson Deb Goatcher
Councilperson Larry Hamilton
Councilperson Craig Weatherly
Town Attorney Warren Tillery
Police Chief Tonya Elrod
Town Clerk Linda Lapeyrouse

OTHERS PRESENT: See attached sign-in sheet

Mayor Early welcomed everyone to the meeting. The invocation was given by Reverend Turpen.

ORGANIZATIONAL MEETING:

Town Clerk Lapeyrouse performed the swearing-in ceremony for the newly elected officials.

Meeting dates were discussed for the upcoming year. Mayor Early requested that the February and March meetings be moved back one week due to conflicts. **A motion was made by Councilperson Weatherly, seconded by Councilperson Fountain and unanimously approved.**

Mayor Early asked for nominations for Mayor pro tem. Councilperson Weatherly nominated Councilperson Goatcher. She declined the nomination, stating that she did not plan to remain in office the entire year. **Councilperson Fountain nominated Councilperson Hamilton. The nomination was seconded by Councilperson Weatherly. Councilperson Hamilton accepted the nomination, and it was approved unanimously.**

REGULAR MEETING:

Mayor Early requested that the agenda be amended to consider New Business Item G prior to Items E and F. **A motion was made by Councilperson Weatherly to approve the agenda as amended. The motion was seconded by Councilperson Fountain and unanimously approved.**

After confirmation from Town Clerk Lapeyrouse and Attorney Tillery that it is acceptable to approve minutes of a meeting where you were not in attendance, a motion was made by Councilperson Goatcher to approve the minutes of the December 5 Work Session, Regular Meeting and Executive Sessions. The motion was seconded by Councilperson Fountain and unanimously approved.

REPORTS:

Attorney Report – The SDS Mediation follow-up session has been postponed. The County could not get a quorum together for the proposed date. Sanctions remain in abeyance. The agreement with Tallulah Falls will still have to be formalized. Another mediation session should be scheduled this month.

Mayor Early re-addressed the meeting dates and asked if the Council would like to entertain having the Council meetings at 6:00 PM and choosing another day for the work sessions. Attorney Tillery suggested another day for the work session allows the Council to have discussion on upcoming agenda items and make changes prior to the Council meeting. Councilperson Goatcher suggested keeping it on a Thursday night since that is what everyone is used to. **A motion was made by Councilperson Fountain to approve having work sessions, when necessary, two weeks prior to the Council meeting at 6:00 PM. The motion was seconded by Councilperson Weatherly and unanimously approved.**

Water Report – Attached hereto and made a part hereof.

A motion was made by Councilperson Fountain to amend the budget to approve the purchase of a back-up pump in the amount of \$5,669 from GWI to be paid from the Water Fund. The motion was seconded by Councilperson Weatherly and unanimously approved.

Public Safety Report – Attached hereto and made a part hereof.

Mayor Early stated that the Police SOP will be on the February agenda. This will give the new Public Safety Councilperson a chance to review the SOP with Chief Elrod before the next the meeting.

Street Report - None.

Town Clerk/Financial Report – Attached hereto and made a part hereof.

Town Clerk Lapeyrouse also reported that the OneGeorgia Grant was not approved at this time. It was suggested that the Town pursue a USDA Rural Business Grant or Downtown Revolving Loan Fund before considering OneGeorgia. The RBDG grant application will be due on March 31, 2020. The most challenging part of the application will be obtaining commitment letters from business owners wanting to locate in the Tallulah Center. Job creation will be the main determining factor in whether or not our application will be competitive. The grant is not limited to \$100,000, but anything more is a reduction in application scoring. Since the Mayor and Council were not able to attend the recent presentation by Bill Turk and Patrick Fulbright of UGA's Small Business Development Center, Lapeyrouse asked if they wanted to schedule a time for the presentation to see if they want to pursue the RBDG grant. Councilperson Goatcher suggested a joint meeting of the Council and DDA. No action was taken.

DDA Report – Keith Nelms, Chairman of the DDA will report back to the Council regarding the RBDG grant at the February meeting.

Planning & Zoning Report – Van Knighton, Chairman of the Planning & Zoning Commission, reported that there was a quorum of three at their recent meeting. They unanimously agreed to recommend to the Council that Hickory Nut Mountain Estates be added to the new zoning map as R1. They also recommend to the Council that Short-Term Rentals be allowed in all zoning districts except R1, Flood and Sensitive with conditions. They recommend the moratorium be extended for 90-180 days to give them a chance to study some sample ordinances. Attorney Tillery said that the moratorium could be extended for a reasonable amount of time and suggested starting with 90 days at a time. **A motion**

was made by Councilperson Weatherly to extend the existing moratorium on licensing, permitting, regulation and fees associated with new short-term rentals in R-1, R-2, A and PUD zoning districts for an additional 90 days to begin February 4, 2020. The motion was seconded by Councilperson Fountain and unanimously approved.

Mayor's Report- Mayor Early stated he is honored and humbled by the voter turn-out and to be able to serve the town. He announced a Superbowl Party gathering to take place at River Falls Campground on February 2, 2020, at 6:30 PM. Early also reminded everyone of the upcoming Census starting April 1st. Mayor Early stated that residents have told him that they want a second full-time officer to work with the Chief, and he will be bringing ideas for how to fund that. He is also hoping to coordinate a monthly Saturday breakfast for people to come together and talk.

UNFINISHED BUSINESS: None.

NEW BUSINESS:

New banking signatories were discussed. **A motion was made by Councilperson Fountain to approve Larry Hamilton, Joey Fountain, Mike Early and Linda Lapeyrouse as signatories on the Town's bank accounts. The motion was seconded by Councilperson Goatcher and unanimously approved.**

Mayor Early requested postponing the appointment of the City Auditor and City Attorney to February. Councilperson Hamilton said he would like Attorney Tillery and Auditor Mixon to both continue if they are interested in continuing. Attorney Tillery said that he would like to make a change to the proposal. Currently, his firm has a special rate for doing special counsel work and a lower rate for all other services. He proposes to do all work at the lower rate of \$150.00/hour for all attorneys in his firm and \$75.00/hour for paralegals. The appointment is for one year, but the Council can terminate the contract at any time and only owe for the work done to that date. Councilperson Goatcher stated that she was very comfortable moving forward with the appointment of the attorney. Councilperson Hamilton agreed. Mayor Early stated that he had reached out to a couple of attorneys close by but had not received any bids yet. **A motion was made by Councilperson Hamilton to appoint Warren Tillery and the firm of Smith, Welch, Webb and White pursuant to the new contract as stated. The motion was seconded by Councilperson Goatcher and unanimously approved.**

Auditor Mixon has not been able to confirm her firm's interest in continuing with audit services at this time. The appointment will be postponed until a later date.

Department liaisons were discussed. **A motion was made by Councilperson Weatherly to approve Councilperson Hamilton for water, Councilperson Fountain for public safety, Councilperson Weatherly for streets and Councilperson Goatcher as co-zoning administrator. The motion was seconded by Councilperson Fountain and unanimously approved.**

Mike Early resigned from the Planning & Zoning Commission effective December 31, 2019. Mayor Early made a recommendation to fill his seat with one of the following individuals: Bill Goatcher, Michael Urpschot, Stan Griffis, Jennifer Jones (if approved by her supervisor) or Scott Augustine. A Charter Amendment would be necessary in order for Bill Goatcher to serve as long as Deb is still on the Council. No motions were made pending discussion of the Charter Amendment.

Mayor Early said that it might be better to make several changes all at once, and it would require a motion from the Council to authorize Attorney Tillery to begin the process. Attorney Tillery said that there were three main things to be cleaned-up. 1. The filling of a vacancy – the intent was to appoint a member to fill a vacancy until someone could be elected during the next November election. 2. Anti-nepotism policy needs to be reworded. 3. Elected officials can't serve on any other boards or commission but enabling legislation for DDA allows one council member to serve. Attorney Tillery recommends making all changes at once time through legislative act. **A motion was made by Councilperson Goatcher to authorize Warren Tillery to work on the Charter Amendment as discussed. The motion was seconded by Councilperson Weatherly and unanimously approved.**

Mayor Early stated that he is not opposed to the water withdrawal permit, but we have already expended at least \$70,000 in the process and wants to talk with our attorney and EPD before getting authorization from Council to continue in the negotiations with GA Power and Cornelia.

A motion to postpone the remaining agenda items under New Business until next month was made by Councilperson Fountain. The motion was seconded by Councilperson Weatherly and unanimously approved.

PUBLIC COMMENTS:

Marcia Brock asked who will be the new Fire Chief? Mayor Early responded that it would probably be Assistant Chief Paul Marsteller.

Councilperson Goatcher stated that she is still planning to retire, but she agreed to stay on to resolve the Charter Amendment.

EXECUTIVE SESSION:

A motion was made by Councilperson Fountain to go into executive session to discuss potential litigation with the Attorney. The motion was seconded by Councilperson Goatcher Hamilton and unanimously approved at 8:55 PM.

The meeting was re-opened at 9:22 PM. No action items came out of the Executive Session.

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 9:22 PM.

Linda Lapeyrouse, Town Clerk

ENVIRONMENTAL MANAGEMENT SERVICES, INC.

February 03, 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

Honorable Mayor Early

Please find the January report below, knock on wood the month was pretty quiet with no issues. EMS does have some recommendations that will be included for the water system.

Updates on the city's water system.

1. Hickory Nut System upgrades: Currently the new storage tank is undergoing fabrication to install the inlet and outlet fittings for the water system. EMS has been working with Warren McKay to get estimates in place to start the search work for the location of the tanks and how to secure the new tank in place. Warren will supply a phased quote that will break down the steps needed for the delivery and setting of the tank. Warren said that the first phase of the work will be to remove all scrub trees and one large pine in the area of the tank placement. Then under the same scope we will test dig for the tank's footers and pipe so that all information can be provided to the engineer.
2. EMS is in talks with Mr. Jimmy Cash, a resident of Tallulah Falls that has worked with EMS for many years as a subcontractor, to see if he would be interested in helping with emergency calls when they arise. This will lower the response time and help to save some money when service is needed. Mr. Cash is unlicensed and cannot perform any work duties on the system. His only responsibilities will be to confirm if the city has an emergency or not. His assistance will be under the direction of Mr. Scott Porter and only to make adjustments to the system that will prevent water loss and/or resetting of power. If indeed the city is having an emergency then EMS will arrive to take care of repairs, reporting and documentation.
3. The City's 55k storage tank needs to be fully cleaned out by a licensed contractor that works on tanks. The tank will need to be inspected and documentation of the inspection completed per the EPD guidelines. EMS believes that we now have a better plan in place to provide water needed for the cleanout of the tank. EMS is now working with the engineer to draw up the plans so that a quote can be provided for the work required.
4. Mr. Scott Porter received a call from Mayor Early on Sunday 1/26/2020 stating that a homeowner on Gorge View had reported that their drinking water had a high chlorine residual of approximately 2.4 mg/L. Mr. Scott Porter informed the mayor that he would check the water's chlorine residual first thing Monday morning. Scott Porter also informed the mayor that

the chlorine residual the customer reported was still below the allowable maximum as required by the GA Minimum Standards for Drinking Water. When Scott Porter arrived Monday morning the water in the area of Gorge View chlorine residual measured 2.07 mg/L.

Water with a residual of 2.0 mg/L or greater can give off some odor while drinking or using the water but is indeed safe for all use. For the purpose of public knowledge, the chlorine residual will always be higher in the homes that are the closest to the injection point of the disinfection system than that of the customer that lives much further away from the injection point. The system has to maintain adequate chlorine residual to protect the end users.

FYI - This methodology is approved by the WHO, and is graphically depicted below. The maximum allowable WHO value for free chlorine residual in drinking water is 5 mg/L. The minimum recommended WHO value for free chlorine residual in treated drinking water is 0.2 mg/L. CDC recommends not exceeding 2.0 mg/L due to taste concerns, and chlorine residual decays over time in stored water.

Updates on the water system.

1. The new chemicals are in place and seem to be working great, the pH and the Chlorine levels are stabilized now with very little attention. Also to include that the flushing of water throughout the city has greatly improved with the new chemicals in place.

The City's Laboratory results for January 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

404-234-0154

Linda Lapeyrouse

From: Tonya Elrod
Sent: Tuesday, February 11, 2020 1:12 AM
To: Linda Lapeyrouse
Subject: Police report

Tallulah Falls Police Department January 2020 Report

Attended Monthly Chief Meetings - local meeting in Mt Airy and regional meeting in Commerce.

Attended grant meeting in Mt Airy with Georgia Rural Water Association. They are setting up another meeting with me about money for purchasing equipment for the police department.

Have been able to acquire the speed trailer for a little bit longer.

TFalls Officer Dakota Foster conducted a traffic stops that lead to the arrest of 2 people for drug charges consisting of trafficking Heroin. Approximately 6 oz of Heroin was recovered, methamphetamine and marijuana was found inside the vehicle. Also officer Foster conducted another stop the next day and recovered an amount of marijuana. Officer Foster has numerous stops ending with several DUI arrest and several drug arrest. I am very proud of Officer Foster and the job he is doing for the police department.

Also have been working with COPS grant in reference to paying salary of police officers. The grant pays for a 3 year period. It is still in the works.

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Tallulah Falls Municipal Court

Citations By Offense Summary

01/01/2020 To 01/31/2020

Charge	Description	Written	Open	Prob	Disposed	Fines	Payments	Balance
2414	Creating Hazardous Cond/Physically Offensive Cond	5	5	0	0	780.00	640.00	140.00
4028	Driving w/o Tag or Decal/Expired Tag	1	1	0	0	180.00	0.00	180.00
40529a	No License on Person	1	1	0	0	28.50	0.00	28.50
40532	Expired License	1	1	0	0	100.00	100.00	0.00
40616b	Move Over for Emergency Vehicles	2	2	0	0	1,000.00	0.00	1,000.00
406181	Speeding	37	33	0	4	6,360.00	1,915.00	4,370.00
406391	Driving Under the Influence - 1st in 5 yrs	1	1	0	0	1,415.00	0.00	1,415.00
40648	Failure to Maintain Lane	1	1	0	0	155.00	0.00	155.00
40820	Operating w/out lights required by law	1	1	0	0	150.00	0.00	150.00
40823	Tail lights Required	1	1	0	0	100.00	0.00	100.00
408731	Window Tint	1	1	0	0	110.00	0.00	110.00
408761	Seatbelt Violation Adult	4	3	0	1	60.00	15.00	45.00
Grand Totals		56	51	0	5	\$10,438.50	\$2,670.00	\$7,693.50

Tallulah Falls Fire Rescue: Monthly Report

January 2020 Training

Date	Description	Notes	HRS
Monday, January 6, 2020	Weekly Training	PPE - Annual Inspection	2
Monday, January 13, 2020	Weekly Training	New Recruit Orientation	2
Friday, January 17, 2020	Officer Training	Radio Ops	2
Monday, January 20, 2020	Weekly Training	Radio Ops	2
Monday, January 27, 2020	Weekly Training	Equipment Inspection	2
Total			10

January 2020 Training

Date	Nature of Call	Location	Jurisdiction
Wednesday, January 1, 2020	Grass Fire	North Bound Shoulder of GA 15 - South of GA 15 Loop	Town
Wednesday, January 1, 2020	Unattended Fire	Yonah Campground	Town
Saturday, January 4, 2020	Lost Hiker	Panther Creek	Habersham
Wednesday, January 8, 2020	Medical	Tallulah Falls School	Town
Wednesday, January 8, 2020	Fire Alarm	Tallulah Falls School	Town
Friday, January 10, 2020	Medical	Williams Street	Town
Saturday, January 11, 2020	Fire Alarm	Tallulah Falls School	Town
Sunday, January 12, 2020	Medical	Y-Camp Rd	Town
Monday, January 13, 2020	Fire Alarm	Tallulah Falls School	Town
Wednesday, January 15, 2020	Fire Alarm	Tallulah Falls School	Town
Wednesday, January 15, 2020	Fire Alarm	Tallulah Falls School	Town
Saturday, January 25, 2020	Fire Alarm	Tallulah Falls School	Town
Sunday, January 26, 2020	Structure Fire	Stancil Ln	Rabun
Tuesday, January 28, 2020	Medical	Viola Scott	Rabun

TOTAL TOWN	11
TOTAL HABERSHAM	1
TOTAL RABUN	2
STATE PARK	0

Net Response **14**

Topics:

- Snow Plow arrived just in time and put to good use for Saturday's snow event. Thank you to all the volunteers who helped clear the
- Snow Event resulted in a shutdown of GA 15 in both directions. Fire personnel assisted by locating a vehicle with flashing lights to warn drivers to be prepared to stop until GDOT could get the road cleared and ready for travel.

Town Of Tallulah Falls
Balance Sheet
As of January 31, 2020

	Jan 31, 20
ASSETS	
Current Assets	
Checking/Savings	
11.0000 · Petty Cash	100.00
11.1110 · Checking - General Fund UCB	288,112.78
11.1112 · Checking - Water Fund	57,036.60
11.1113 · Checking - Hotel Motel Tax Fund	190.35
11.1114 · Checking - Volunteer Fire Dept	13,585.02
11.1115 · Checking - Technology Fund	7,149.46
11.1116 · Checking - Habersham SPLOST 6	58,009.70
11.1117 · Checking - Habersham SPLOST 4	7,881.19
11.1118 · Checking - Rabun SPLOST 13	76,711.40
11.1119 · Trust Acct - Municipal Court	24,465.86
11.1120 · Checking - Rabun SPLOST 19	93,864.71
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
Total Checking/Savings	819,250.98
Accounts Receivable	
11.1500 · Property Tax Receivable 2018	276.45
11.1501 · Property Tax Receivable 2019	3,668.08
11.1900 · Accounts Receivable - Water	404.61
Total Accounts Receivable	4,349.14
Other Current Assets	
11.3100 · Due from other funds	34,711.30
12000 · Undeposited Funds	1,260.99
Total Other Current Assets	35,972.29
Total Current Assets	859,572.41
TOTAL ASSETS	859,572.41
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
12.1300 · Payroll Liabilities	
12.1350 · Insurance Payable - GMA	25.50
Total 12.1300 · Payroll Liabilities	25.50
12.1900 · Due to other funds	34,503.55
12.2600 · Deposits Payable	450.00
Total Other Current Liabilities	34,979.05
Total Current Liabilities	34,979.05
Total Liabilities	34,979.05
Equity	
13.4200 · Uncleared Transactions at O Bal	-61,903.04
13.4201 · Opening Balance Equity	704,910.49
Net Income	181,585.91
Total Equity	824,593.36
TOTAL LIABILITIES & EQUITY	859,572.41

	Jan 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
General Fund Budget						
General Fund Revenues						
Revenues	44,359	229,460	313,000		83,540	73%
Grants	0	14,966	14,881		-85	101%
Interfund Transfer In - Hotel/Motel	0	1,007	1,200		1,200	84%
Sale of Assets	0	16,244	10,000		10,000	162%
Use of Surplus	0	0	0		0	
Total Revenues & Other Sources	44,359	261,677	339,081	0	94,655	77%
General Fund Expenditures						
1100 Legislative	0	3,943	9,490		-3,943	42%
1300 Executive	0	1,869	8,330		-1,869	22%
1500 General Administration	16,700	86,766	138,809		-86,766	63%
2650 Municipal Court	1,324	10,445	19,450		-10,445	54%
3200 Police	15,854	61,783	105,006		-61,783	59%
3500 Fire	1,997	8,622	30,463		-8,622	28%
4200 Highways and Streets	2,136	9,094	27,533		-9,094	33%
Total Operating Expenditures	38,011	182,522	339,081	-182,522		54%
Interfund Transfer Out - Water						
Total Expenditures & Transfers	38,011	182,522	339,081	0	-182,522	54%
Total Current Profit/Loss General Fund	6,348	79,155				

	Jan 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
Capital Projects Budget						
Revenue Sources						
SPL0ST	0	0	154,824		154,824	
LMIG (carry forward)	0	13,619	13,619		13,619	
Total Available Sources	0	13,619	168,443	0	168,443	
Expenditures						
Capital Outlay - Fire	0	0	13,800		13,800	0%
Capital Outlay - Police	0	0	5,000		5,000	0%
Capital Outlay - Parks/Rec	0	0	3,500		3,500	0%
** Kayak Storage Building	0	0				
Capital Outlay - Roads	0	0	48,484		48,484	0%
Capital Outlay - Building	0	1,717	4,000		2,283	43%
**Bunk Room Remodel (police)	58	1,000				
**Meeting Room Audio System	0	717				
Total Capital Improvements	0	1,717	74,784	0	0	

	Jan 2020	FY to date	Original Budget	Revised Budget	Remaining Budget	% of Budget
Water Fund Budget						
Water Fund Revenues						
Water Revenues	4,910	32,367	64,780	64,780	32,413	50%
ITAD Grant	0	0	0	28,845	28,845	0%
GIRMA Lightening Insurance Claim	0	28,845	0	28,845	0	100%
Interfund Transfer In - GF	0	0	0	0	0	0%
Total Revenues & Other Sources	4,910	61,212	64,780	122,470	32,413	94%
Water Fund Expenses						
Water Operations	8,083	81,274	64,780	122,470	41,196	66%
Total Expenses	8,083	81,274	64,780	122,470	41,196	125%
Total Current Profit/Loss Water Fund	-3,173	-21,779	0	0		
Water Capital Outlay						
** 3" hydrant valve	0	2,000				
** Water Withdrawal Permit	0	1,726				
Total Other Water Capital	0	3,726	93,659		89,933	4%
Emergency Water Repair						
** HNM Improvements (other)	1,670	9,768				
** Sand Filter Rebuild	0	9,271				
** 20,000-gallon tank	0	5,000				
Total Emergency Water Project	0	24,039		117,000	92,961	21%

SPLPOST FUNDS

SPLPOST IV

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Current Bal
SPLPOST Revenue	64,411	64,411		64,411	0
LMIG 2016	7,818	7,818		7,818	7,818
Interest Revenue		5	8	55	63
Total Available	72,230	72,235	8	72,285	7,881
Capital Outlay - Water	19,086	15,094		15,094	0
Capital Outlay - Roads	37,863	41,855		41,855	0
Capital Outlay - Public Safety	7,462	7,462		7,462	0
Capital Outlay - LMIG	7,818	7,818		7,818	7,818
Total Projects	72,230	72,230	0	72,230	7,818

Net Available

SPLPOST VI

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal	To Collect
SPLPOST Revenue	271,740	271,740	28,681	179,608		56,752	63,451
Interest Revenue			63	1,195		1,258	0
Total SPLPOST Available	271,740	271,740	28,744	180,803		58,010	63,451
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	0	18,998		1,002	
Capital Outlay - Public Facilities	70,000	70,000	1,355	62,601		6,044	
Capital Outlay - Parks/Rec.	25,000	25,000	0	0		25,000	
Total Projects	271,740	271,740	1,355	150,182		120,203	

Net Available

SPLPOST XIII

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal
SPLPOST Revenue	200,000	200,000	0	200,000		74,906
Interest Revenue			91	1,714		1,805
Total SPLPOST Available	200,000	200,000	91	201,714		76,711
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	0	87,700	7,606	-94
Total Projects	200,000	200,000	0	125,094		74,906

Net Available

SPLPOST XIX

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal
SPLPOST Revenue	220,000	220,000	93,865	0		0
Interest Revenue			0	0		0
Carry Forward						
Total SPLPOST Available	220,000	220,000	93,865	0		0
Capital Outlay - Roads	50,000	50,000	0	0		50,000
Capital Outlay - Public Buildings	50,000	50,000	0	0		50,000
Capital Outlay - Water	120,000	120,000	0	0		120,000
Total Projects	220,000	220,000	0	0		220,000

Net Available

SPLPOST XIX

	Original Budget	Revised Budget	Current FY	Previous Yrs.	Transfer Projects	Current Bal
SPLPOST Revenue	220,000	220,000	93,865	0		0
Interest Revenue			0	0		0
Carry Forward						
Total SPLPOST Available	220,000	220,000	93,865	0		0
Capital Outlay - Roads	50,000	50,000	0	0		50,000
Capital Outlay - Public Buildings	50,000	50,000	0	0		50,000
Capital Outlay - Water	120,000	120,000	0	0		120,000
Total Projects	220,000	220,000	0	0		220,000

Town Of Tallulah Falls
GENERAL FUND REVENUE BUDGET OVERVIEW
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
31.0000 · Taxes				
31.1000 · General Property Taxes				
31.1100 · Real Property Current	128,495.49	123,900.00	4,595.49	103.7%
31.1300 · Personal Property Current	251.13	400.00	-148.87	62.8%
31.1700 · Franchise Taxes				
31.1710 · Electric	0.00	23,000.00	-23,000.00	0.0%
31.1730 · Gas	0.00	235.00	-235.00	0.0%
31.1760 · Telephone	168.62	200.00	-31.38	84.3%
Total 31.1700 · Franchise Taxes	168.62	23,435.00	-23,266.38	0.7%
31.6200 · Insurance Premium Tax	12,714.51	12,000.00	714.51	106.0%
Total 31.1000 · General Property Taxes	141,629.75	159,735.00	-18,105.25	88.7%
31.1310 · Motor Vehicle	6,250.27	55,000.00	-48,749.73	11.4%
31.1340 · Intangible Tax	169.53	0.00	169.53	100.0%
31.9000 · Penalties and Interest	76.40	25.00	51.40	305.6%
Total 31.0000 · Taxes	148,125.95	214,760.00	-66,634.05	69.0%
32.0000 · Licenses and Permits				
32.1000 · Business Licenses				
32.1200 · General Business License	200.00	1,100.00	-900.00	18.2%
32.1220 · Insurance (Occupational Lic)	1,087.50	1,000.00	87.50	108.8%
32.1230 · Beer/Wine License	0.00	100.00	-100.00	0.0%
Total 32.1000 · Business Licenses	1,287.50	2,200.00	-912.50	58.5%
32.2000 · Non-Business Lic & Permits				
32.2200 · Building & Signs				
32.3100 · Building Permits	775.00	550.00	225.00	140.9%
Total 32.2200 · Building & Signs	775.00	550.00	225.00	140.9%
32.2210 · Zoning and Land Use Permits	800.00			
Total 32.2000 · Non-Business Lic & Permits	1,575.00	550.00	1,025.00	286.4%
Total 32.0000 · Licenses and Permits	2,862.50	2,750.00	112.50	104.1%
33.4000 · Grants				
33.4120 · Other Grants	14,966.28	10,381.00	4,585.28	144.2%
33.6000 · Rabun County Grant (for FD)	0.00	4,500.00	-4,500.00	0.0%
Total 33.4000 · Grants	14,966.28	14,881.00	85.28	100.6%
34.0000 · Charges for Service				
34.9900 · Late Fees	10.80	0.00	10.80	100.0%
Total 34.0000 · Charges for Service	10.80	0.00	10.80	100.0%
35.0000 · Fines and Forfeitures				
35.1000 · Fines and Forfeitures	69,925.84	81,500.00	-11,574.16	85.8%
Total 35.0000 · Fines and Forfeitures	69,925.84	81,500.00	-11,574.16	85.8%
36.0000 · Investments				
36.1000 · Interest Revenues	257.99	800.00	-542.01	32.2%
Total 36.0000 · Investments	257.99	800.00	-542.01	32.2%
37.0000 · Contributions and Donations	514.00	4,000.00	-3,486.00	12.9%
38.0000 · Miscellaneous				
38.1000 · Rent	2,800.00	4,800.00	-2,000.00	58.3%
38.9000 · Other				
38.9200 · Reimbursement for Insurance	4,948.74	4,390.00	558.74	112.7%
38.9000 · Other - Other	13.98	0.00	13.98	100.0%
Total 38.9000 · Other	4,962.72	4,390.00	572.72	113.0%
Total 38.0000 · Miscellaneous	7,762.72	9,190.00	-1,427.28	84.5%
39.1002 · Interfund transfer in - H/M TF	1,007.27	1,200.00	-192.73	83.9%
39.2200 · Sale of Assets	16,244.00	10,000.00	6,244.00	162.4%
Total Income	261,677.35	339,081.00	-77,403.65	77.2%
Gross Profit	261,677.35	339,081.00	-77,403.65	77.2%
Net Ordinary Income	261,677.35	339,081.00	-77,403.65	77.2%
Net Income	261,677.35	339,081.00	-77,403.65	77.2%

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Town Of Tallulah Falls EXECUTIVE BUDGET REPORT

July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1110 · Elected Official Salary	750.00	1,500.00	-750.00	50.0%
Total 51.0000 · Personal Svs. Salaries & Wages	750.00	1,500.00	-750.00	50.0%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	44.30	215.00	-170.70	20.6%
51.2200 · Social Security	46.50	93.00	-46.50	50.0%
51.2300 · Medicare	10.88	22.00	-11.12	49.5%
51.2600 · Unemployment Insurance	3.00	10.00	-7.00	30.0%
Total 51.2000 · Employee Benefits	104.68	340.00	-235.32	30.8%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1310 · IT Services	450.00	1,080.00	-630.00	41.7%
Total 52.1300 · Technical	450.00	1,080.00	-630.00	41.7%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	112.20	160.00	-47.80	70.1%
52.3500 · Travel/Meals/Hotel	0.00	2,815.00	-2,815.00	0.0%
52.3700 · Education/Training	390.00	2,185.00	-1,795.00	17.8%
52.3900 · Other				
52.3910 · Software Subscriptions	62.50	150.00	-87.50	41.7%
Total 52.3900 · Other	62.50	150.00	-87.50	41.7%
Total 52.3000 · Other Purchased Services	564.70	5,310.00	-4,745.30	10.6%
Total 52.0000 · Purchased/Contracted Services	1,014.70	6,390.00	-5,375.30	15.9%
53.0000 · Supplies				
53.1300 · Food	0.00	100.00	-100.00	0.0%
Total 53.0000 · Supplies	0.00	100.00	-100.00	0.0%
Total Expense	1,869.38	8,330.00	-6,460.62	22.4%
Net Ordinary Income	-1,869.38	-8,330.00	6,460.62	22.4%
Net Income	-1,869.38	-8,330.00	6,460.62	22.4%

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Town Of Tallulah Falls
LEGISLATIVE BUDGET REPORT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1110 · Elected Official Salary	1,996.58	3,600.00	-1,603.42	55.5%
Total 51.0000 · Personal Svs. Salaries & Wages	1,996.58	3,600.00	-1,603.42	55.5%
51.2000 · Employee Benefits				
51.2200 · Social Security	111.60	224.00	-112.40	49.8%
51.2300 · Medicare	26.08	53.00	-26.92	49.2%
51.2600 · Unemployment Insurance	7.20	23.00	-15.80	31.3%
Total 51.2000 · Employee Benefits	144.88	300.00	-155.12	48.3%
52.0000 · Purchased/Contracted Services				
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	448.80	650.00	-201.20	69.0%
52.3500 · Travel/Meals/Hotel	0.00	2,900.00	-2,900.00	0.0%
52.3700 · Education/Training	1,165.00	1,590.00	-425.00	73.3%
52.3900 · Other				
52.3910 · Software Subscriptions	187.50	450.00	-262.50	41.7%
Total 52.3900 · Other	187.50	450.00	-262.50	41.7%
Total 52.3000 · Other Purchased Services	1,801.30	5,590.00	-3,788.70	32.2%
Total 52.0000 · Purchased/Contracted Services	1,801.30	5,590.00	-3,788.70	32.2%
Total Expense	3,942.76	9,490.00	-5,547.24	41.5%
Net Ordinary Income	-3,942.76	-9,490.00	5,547.24	41.5%
Net Income	-3,942.76	-9,490.00	5,547.24	41.5%

Town Of Tallulah Falls
ADMINISTRATION DEPARTMENT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	19,580.77	36,000.00	-16,419.23	54.4%
51.1200 · Temporary Employees	5,604.00			
Total 51.0000 · Personal Svs. Salaries & Wages	25,184.77	36,000.00	-10,815.23	70.0%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance				
51.2101 · Cobra Insurance	4,980.00	4,176.00	804.00	119.3%
51.2100 · Group Employee Insurance - Other	3,226.21	9,000.00	-5,773.79	35.8%
Total 51.2100 · Group Employee Insurance	8,206.21	13,176.00	-4,969.79	62.3%
51.2200 · Social Security	1,660.81	2,235.00	-574.19	74.3%
51.2300 · Medicare	380.65	525.00	-144.35	72.5%
51.2400 · Retirement contributions	700.00	1,200.00	-500.00	58.3%
51.2600 · Unemployment Insurance	33.45	50.00	-16.55	66.9%
51.2700 · Workers' Compensation	0.00	270.00	-270.00	0.0%
Total 51.2000 · Employee Benefits	10,981.12	17,456.00	-6,474.88	62.9%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative				
52.1102 · Payroll/Administrative	1,391.25	2,100.00	-708.75	66.3%
Total 52.1100 · Official/administrative	1,391.25	2,100.00	-708.75	66.3%
52.1200 · Professional				
52.1210 · Auditor	5,000.00	5,000.00	0.00	100.0%
52.1230 · Legal	16,167.76	18,000.00	-1,832.24	89.8%
Total 52.1200 · Professional	21,167.76	23,000.00	-1,832.24	92.0%
Total 52.1000 · Professional Services	22,559.01	25,100.00	-2,540.99	89.9%
52.1300 · Technical				
52.1310 · IT Services	2,554.63	5,900.00	-3,345.37	43.3%
Total 52.1300 · Technical	2,554.63	5,900.00	-3,345.37	43.3%
52.2000 · Purchased-property services				
52.2100 · Cleaning services	1,400.00	2,400.00	-1,000.00	58.3%
52.2110 · Garbage Disposal	195.00	240.00	-45.00	81.3%
Total 52.2000 · Purchased-property services	1,595.00	2,640.00	-1,045.00	60.4%
52.2200 · Repairs & Maintenance				
52.2220 · Building	512.00	1,600.00	-1,088.00	32.0%
Total 52.2200 · Repairs & Maintenance	512.00	1,600.00	-1,088.00	32.0%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	717.00	3,240.00	-2,523.00	22.1%
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	271.98	540.00	-268.02	50.4%
52.3265 · GOV domain & web hosting	32.04	500.00	-467.96	6.4%
52.3270 · Postage	208.40	500.00	-291.60	41.7%
52.3200 · Communications - Other	2,541.31	4,180.00	-1,638.69	60.8%
Total 52.3200 · Communications	3,053.73	5,720.00	-2,666.27	53.4%
52.3301 · Advertising	1,890.84	7,000.00	-5,109.16	27.0%
52.3400 · Printing and binding	185.53	500.00	-314.47	37.1%
52.3500 · Travel/Meals/Hotel	0.00	1,000.00	-1,000.00	0.0%
52.3600 · Dues/Fees	1,332.74	1,500.00	-167.26	88.8%
52.3700 · Education/Training	0.00	1,000.00	-1,000.00	0.0%
52.3850 · Contract Labor				
52.3870 · Elections / Poll Workers	2,121.94	4,445.00	-2,323.06	47.7%
52.3850 · Contract Labor - Other	0.00	760.00	-760.00	0.0%
Total 52.3850 · Contract Labor	2,121.94	5,205.00	-3,083.06	40.8%

**Town Of Tallulah Falls
ADMINISTRATION DEPARTMENT**

July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
52.3900 · Other				
52.3910 · Software Subscriptions	300.00	2,500.00	-2,200.00	12.0%
Total 52.3900 · Other	300.00	2,500.00	-2,200.00	12.0%
Total 52.3000 · Other Purchased Services	9,601.78	27,665.00	-18,063.22	34.7%
Total 52.0000 · Purchased/Contracted Services	36,822.42	62,905.00	-26,082.58	58.5%
53.0000 · Supplies				
53.1100 · General Supplies	1,077.90	2,500.00	-1,422.10	43.1%
53.1200 · Energy				
53.1220 · Natural Gas	940.59	2,250.00	-1,309.41	41.8%
53.1230 · Electricity	2,186.69	6,698.00	-4,511.31	32.6%
Total 53.1200 · Energy	3,127.28	8,948.00	-5,820.72	34.9%
Total 53.0000 · Supplies	4,205.18	11,448.00	-7,242.82	36.7%
57.2000 · Payments to other agencies				
57.2010 · Marketing & Tourism	250.00			
57.2020 · Economic Development	9,000.00	10,500.00	-1,500.00	85.7%
Total 57.2000 · Payments to other agencies	9,250.00	10,500.00	-1,250.00	88.1%
58.000 · Miscellaneous Expense	322.56	500.00	-177.44	64.5%
Total Expense	86,766.05	138,809.00	-52,042.95	62.5%
Net Ordinary Income	-86,766.05	-138,809.00	52,042.95	62.5%
Net Income	-86,766.05	-138,809.00	52,042.95	62.5%

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Town Of Tallulah Falls
MUNICIPAL COURT BUDGET REPORT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	6,923.10	12,000.00	-5,076.90	57.7%
Total 51.0000 · Personal Svs. Salaries & Wages	6,923.10	12,000.00	-5,076.90	57.7%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	1,075.38	2,250.00	-1,174.62	47.8%
51.2200 · Social Security	426.90	745.00	-318.10	57.3%
51.2300 · Medicare	99.90	175.00	-75.10	57.1%
51.2600 · Unemployment Insurance	3.68	50.00	-46.32	7.4%
Total 51.2000 · Employee Benefits	1,605.86	3,220.00	-1,614.14	49.9%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1200 · Professional				
52.1250 · Judge	1,900.00	3,000.00	-1,100.00	63.3%
Total 52.1200 · Professional	1,900.00	3,000.00	-1,100.00	63.3%
Total 52.1000 · Professional Services	1,900.00	3,000.00	-1,100.00	63.3%
52.3000 · Other Purchased Services				
52.3500 · Travel/Meals/Hotel	0.00	500.00	-500.00	0.0%
52.3600 · Dues/Fees	16.10	30.00	-13.90	53.7%
52.3661 · Witness Fees	0.00	100.00	-100.00	0.0%
52.3670 · Interpreter	0.00	100.00	-100.00	0.0%
52.3700 · Education/Training	0.00	400.00	-400.00	0.0%
Total 52.3000 · Other Purchased Services	16.10	1,130.00	-1,113.90	1.4%
Total 52.0000 · Purchased/Contracted Services	1,916.10	4,130.00	-2,213.90	46.4%
53.0000 · Supplies				
53.1100 · General Supplies	0.00	100.00	-100.00	0.0%
Total 53.0000 · Supplies	0.00	100.00	-100.00	0.0%
Total Expense	10,445.06	19,450.00	-9,004.94	53.7%
Net Ordinary Income	-10,445.06	-19,450.00	9,004.94	53.7%
Net Income	-10,445.06	-19,450.00	9,004.94	53.7%

Town Of Tallulah Falls
POLICE BUDGET REPORT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1150 · Police Chief	23,076.90	40,000.00	-16,923.10	57.7%
51.1153 · Police - Part time	8,287.50	12,000.00	-3,712.50	69.1%
Total 51.0000 · Personal Svs. Salaries & Wages	31,364.40	52,000.00	-20,635.60	60.3%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	5,194.62	9,000.00	-3,805.38	57.7%
51.2200 · Social Security	1,944.54	2,480.00	-535.46	78.4%
51.2300 · Medicare	454.84	580.00	-125.16	78.4%
51.2400 · Retirement contributions	1,000.00	1,500.00	-500.00	66.7%
51.2410 · Retirement POAB	0.00	241.00	-241.00	0.0%
51.2600 · Unemployment Insurance	45.45	100.00	-54.55	45.5%
51.2700 · Workers' Compensation	1,716.50	5,185.00	-3,468.50	33.1%
Total 51.2000 · Employee Benefits	10,355.95	19,086.00	-8,730.05	54.3%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1310 · IT Services	1,800.00	2,320.00	-520.00	77.6%
Total 52.1300 · Technical	1,800.00	2,320.00	-520.00	77.6%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	675.83	300.00	375.83	225.3%
52.2250 · Vehicle	439.24	2,500.00	-2,060.76	17.6%
Total 52.2200 · Repairs & Maintenance	1,115.07	2,800.00	-1,684.93	39.8%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	2,151.02	3,500.00	-1,348.98	61.5%
52.3200 · Communications				
52.3220 · Cell Phone (Verizon)	631.58	1,250.00	-618.42	50.5%
Total 52.3200 · Communications	631.58	1,250.00	-618.42	50.5%
52.3400 · Printing and binding	372.43	250.00	122.43	149.0%
52.3500 · Travel/Meals/Hotel	595.00	2,000.00	-1,405.00	29.8%
52.3600 · Dues/Fees	188.20	3,500.00	-3,311.80	5.4%
52.3700 · Education/Training	145.43	1,000.00	-854.57	14.5%
52.3900 · Other				
52.3910 · Software Subscriptions	62.50	2,000.00	-1,937.50	3.1%
Total 52.3900 · Other	62.50	2,000.00	-1,937.50	3.1%
Total 52.3000 · Other Purchased Services	4,146.16	13,500.00	-9,353.84	30.7%
Total 52.0000 · Purchased/Contracted Services	7,061.23	18,620.00	-11,558.77	37.9%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1101 · Safety	3,902.00	3,000.00	902.00	130.1%
53.1155 · Uniforms	724.61	1,700.00	-975.39	42.6%
53.1100 · General Supplies - Other	1,787.80	1,000.00	787.80	178.8%
Total 53.1100 · General Supplies	6,414.41	5,700.00	714.41	112.5%
53.1200 · Energy				
53.1270 · Gasoline/Diesel	3,257.65	7,000.00	-3,742.35	46.5%
Total 53.1200 · Energy	3,257.65	7,000.00	-3,742.35	46.5%
53.1300 · Food				
53.1800 · Community Benefits	300.00	300.00	0.00	100.0%
Total 53.1300 · Food	300.00	300.00	0.00	100.0%
53.1400 · Books/Periodicals	145.50	100.00	45.50	145.5%
53.1600 · Small Equipment	2,884.33	2,200.00	684.33	131.1%
Total 53.0000 · Supplies	13,001.89	15,300.00	-2,298.11	85.0%
Total Expense	61,783.47	105,006.00	-43,222.53	58.8%
Net Ordinary Income	-61,783.47	-105,006.00	43,222.53	58.8%
Net Income	-61,783.47	-105,006.00	43,222.53	58.8%

Town Of Tallulah Falls
FIRE DEPARTMENT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1200 · Temporary Employees	0.00	4,000.00	-4,000.00	0.0%
Total 51.0000 · Personal Svs. Salaries & Wages	0.00	4,000.00	-4,000.00	0.0%
51.2000 · Employee Benefits				
51.2700 · Workers' Compensation	0.00	483.00	-483.00	0.0%
Total 51.2000 · Employee Benefits	0.00	483.00	-483.00	0.0%
52.0000 · Purchased/Contracted Services				
52.1300 · Technical				
52.1301 · Safety	291.00	1,259.00	-968.00	23.1%
Total 52.1300 · Technical	291.00	1,259.00	-968.00	23.1%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	0.00	3,800.00	-3,800.00	0.0%
52.2250 · Vehicle	3,480.00	1,200.00	2,280.00	290.0%
Total 52.2200 · Repairs & Maintenance	3,480.00	5,000.00	-1,520.00	69.6%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	4,504.46	4,950.00	-445.54	91.0%
52.3600 · Dues/Fees				
52.3610 · Fire/Other (Heavy Hwy User)	0.00	206.00	-206.00	0.0%
52.3600 · Dues/Fees - Other	0.00	2,056.00	-2,056.00	0.0%
Total 52.3600 · Dues/Fees	0.00	2,262.00	-2,262.00	0.0%
52.3700 · Education/Training	0.00	856.00	-856.00	0.0%
52.3900 · Other				
52.3910 · Software Subscriptions	50.00	120.00	-70.00	41.7%
Total 52.3900 · Other	50.00	120.00	-70.00	41.7%
Total 52.3000 · Other Purchased Services	4,554.46	8,188.00	-3,633.54	55.6%
Total 52.0000 · Purchased/Contracted Services	8,325.46	14,447.00	-6,121.54	57.6%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1101 · Safety	73.00	2,950.00	-2,877.00	2.5%
53.1100 · General Supplies - Other	0.00	7,283.00	-7,283.00	0.0%
Total 53.1100 · General Supplies	73.00	10,233.00	-10,160.00	0.7%
53.1300 · Food	0.00	300.00	-300.00	0.0%
53.1600 · Small Equipment	224.00	1,000.00	-776.00	22.4%
Total 53.0000 · Supplies	297.00	11,533.00	-11,236.00	2.6%
Total Expense	8,622.46	30,463.00	-21,840.54	28.3%
Net Ordinary Income	-8,622.46	-30,463.00	21,840.54	28.3%
Net Income	-8,622.46	-30,463.00	21,840.54	28.3%

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Town Of Tallulah Falls
STREETS AND HIGHWAYS BUDGET REPORT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
52.0000 · Purchased/Contracted Services				
52.2000 · Purchased-property services				
52.2140 · Lawn Care (Mowing/Cleaning ROW)				
52.2150 · Tree Trimming	0.00	5,000.00	-5,000.00	0.0%
52.2140 · Lawn Care (Mowing/Cleaning ROW) - Other	6,400.00	14,400.00	-8,000.00	44.4%
Total 52.2140 · Lawn Care (Mowing/Cleaning ROW)	6,400.00	19,400.00	-13,000.00	33.0%
Total 52.2000 · Purchased-property services	6,400.00	19,400.00	-13,000.00	33.0%
52.2200 · Repairs & Maintenance				
52.2230 · Equipment	0.00	613.00	-613.00	0.0%
52.2240 · Roads/Streets	0.00	2,500.00	-2,500.00	0.0%
Total 52.2200 · Repairs & Maintenance	0.00	3,113.00	-3,113.00	0.0%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	531.00	531.00	0.00	100.0%
Total 52.3000 · Other Purchased Services	531.00	531.00	0.00	100.0%
Total 52.0000 · Purchased/Contracted Services	6,931.00	23,044.00	-16,113.00	30.1%
53.0000 · Supplies				
53.1100 · General Supplies	293.96	489.00	-195.04	60.1%
53.1200 · Energy				
53.1230 · Electricity	1,869.53	4,000.00	-2,130.47	46.7%
Total 53.1200 · Energy	1,869.53	4,000.00	-2,130.47	46.7%
Total 53.0000 · Supplies	2,163.49	4,489.00	-2,325.51	48.2%
Total Expense	9,094.49	27,533.00	-18,438.51	33.0%
Net Ordinary Income	-9,094.49	-27,533.00	18,438.51	33.0%
Net Income	-9,094.49	-27,533.00	18,438.51	33.0%

Town Of Tallulah Falls
WATER FUND BUDGET OVERVIEW
July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
34.0000 · Charges for Service				
34.9900 · Late Fees	95.38	230.00	-134.62	41.5%
44.4000 · Utilities				
44.4200 · Connect/Reconnect Fees	1,500.00	1,500.00	0.00	100.0%
44.4210 · Water Sales	30,602.60	63,000.00	-32,397.40	48.6%
Total 44.4000 · Utilities	32,102.60	64,500.00	-32,397.40	49.8%
Total 34.0000 · Charges for Service	32,197.98	64,730.00	-32,532.02	49.7%
36.0000 · Investments				
36.1000 · Interest Revenues	98.98	50.00	48.98	198.0%
Total 36.0000 · Investments	98.98	50.00	48.98	198.0%
38.0000 · Miscellaneous	28,844.89	0.00	28,844.89	100.0%
54 · Returned Check Charges	70.00	0.00	70.00	100.0%
Total Income	61,211.85	64,780.00	-3,568.15	94.5%
Gross Profit	61,211.85	64,780.00	-3,568.15	94.5%
Expense				
51.0000 · Personal Svs. Salaries & Wages				
51.1100 · Regular Employees	3,692.32	12,000.00	-8,307.68	30.8%
51.1200 · Temporary Employees	48.00			
Total 51.0000 · Personal Svs. Salaries & Wages	3,740.32	12,000.00	-8,259.68	31.2%
51.2000 · Employee Benefits				
51.2100 · Group Employee Insurance	602.16	2,350.00	-1,747.84	25.6%
51.2200 · Social Security	230.66	745.00	-514.34	31.0%
51.2300 · Medicare	53.98	175.00	-121.02	30.8%
51.2600 · Unemployment Insurance	0.19	10.00	-9.81	1.9%
Total 51.2000 · Employee Benefits	886.99	3,280.00	-2,393.01	27.0%
52.0000 · Purchased/Contracted Services				
52.1000 · Professional Services				
52.1100 · Official/administrative	1,000.00	1,000.00	0.00	100.0%
52.1200 · Professional				
52.1210 · Auditor	1,000.00	1,000.00	0.00	100.0%
52.1230 · Legal	70.88	70.00	0.88	101.3%
52.1240 · Engineers/Architechs	0.00	1,000.00	-1,000.00	0.0%
52.1325 · Water Operator	9,150.00	15,000.00	-5,850.00	61.0%
52.1345 · Consultants/Planners	566.40	2,000.00	-1,433.60	28.3%
Total 52.1200 · Professional	10,787.28	19,070.00	-8,282.72	56.6%
Total 52.1000 · Professional Services	11,787.28	20,070.00	-8,282.72	58.7%
52.1300 · Technical				
52.1310 · IT Services	360.00	360.00	0.00	100.0%
52.1320 · Water Testing	975.00	975.00	0.00	100.0%
Total 52.1300 · Technical	1,335.00	1,335.00	0.00	100.0%
52.2200 · Repairs & Maintenance				
44.2200 · Water System Repairs	45,306.64	13,000.00	32,306.64	348.5%
52.2220 · Building	2,656.00	0.00	2,656.00	100.0%
Total 52.2200 · Repairs & Maintenance	47,962.64	13,000.00	34,962.64	368.9%
52.3000 · Other Purchased Services				
52.3100 · Insurance other than WC/Health	1,351.00	350.00	1,001.00	386.0%
52.3200 · Communications				
52.3270 · Postage	197.65	500.00	-302.35	39.5%
Total 52.3200 · Communications	197.65	500.00	-302.35	39.5%
52.3600 · Dues/Fees	285.00	2,450.00	-2,165.00	11.6%

Town Of Tallulah Falls
WATER FUND BUDGET OVERVIEW
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
52.3900 · Other				
52.3910 · Software Subscriptions	357.89	360.00	-2.11	99.4%
Total 52.3900 · Other	357.89	360.00	-2.11	99.4%
Total 52.3000 · Other Purchased Services	2,191.54	3,660.00	-1,468.46	59.9%
Total 52.0000 · Purchased/Contracted Services	63,276.46	38,065.00	25,211.46	166.2%
53.0000 · Supplies				
53.1100 · General Supplies				
53.1110 · Water System Chemicals	1,840.64	3,000.00	-1,159.36	61.4%
53.1100 · General Supplies - Other	1,843.64	735.00	1,108.64	250.8%
Total 53.1100 · General Supplies	3,684.28	3,735.00	-50.72	98.6%
53.1200 · Energy				
53.1230 · Electricity	7,142.59	6,900.00	242.59	103.5%
Total 53.1200 · Energy	7,142.59	6,900.00	242.59	103.5%
53.1500 · Supplies purchased for resale				
53.1510 · Water	855.30	500.00	355.30	171.1%
Total 53.1500 · Supplies purchased for resale	855.30	500.00	355.30	171.1%
53.1600 · Small Equipment	1,667.64	250.00	1,417.64	667.1%
Total 53.0000 · Supplies	13,349.81	11,385.00	1,964.81	117.3%
69810 · Bank Service Charges	20.00	50.00	-30.00	40.0%
Total Expense	81,273.58	64,780.00	16,493.58	125.5%
Net Ordinary Income	-20,061.73	0.00	-20,061.73	100.0%
Net Income	-20,061.73	0.00	-20,061.73	100.0%

02/06/20

Town Of Tallulah Falls
CAPITAL PROJECTS BUDGET REPORT
 July 2019 through January 2020

	Jul '19 - Jan 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Expense				
54.0001 · SPLOST DISTRIBUTIONS				
54.0002 · Roads and Bridges	0.00	48,484.00	-48,484.00	0.0%
54.0003 · Public Safety Equipment/Vehicle				
54.0013 · Police	0.00	5,000.00	-5,000.00	0.0%
54.0023 · Fire	0.00	13,800.00	-13,800.00	0.0%
Total 54.0003 · Public Safety Equipment/Vehicle	0.00	18,800.00	-18,800.00	0.0%
54.0004 · Water System Improvements	27,575.95	93,659.00	-66,083.05	29.4%
54.0005 · Public Facilities	1,717.48	4,000.00	-2,282.52	42.9%
54.0006 · Recreation/Park Improvements	0.00	3,500.00	-3,500.00	0.0%
Total 54.0001 · SPLOST DISTRIBUTIONS	29,293.43	168,443.00	-139,149.57	17.4%
Total Expense	29,293.43	168,443.00	-139,149.57	17.4%
Net Ordinary Income	-29,293.43	-168,443.00	139,149.57	17.4%
Net Income	-29,293.43	-168,443.00	139,149.57	17.4%

Town Of Tallulah Falls
Technology Fund Account
 July 2019 through January 2020

	Technology	TOTAL
Ordinary Income/Expense		
Income		
34.0000 · Charges for Service		
34.1100 · Court Costs, Fees and Charges	8,541.00	8,541.00
Total 34.0000 · Charges for Service	8,541.00	8,541.00
35.0000 · Fines and Forfeitures		
35.1000 · Fines and Forfeitures	0.00	0.00
Total 35.0000 · Fines and Forfeitures	0.00	0.00
36.0000 · Investments		
36.1000 · Interest Revenues	4.91	4.91
Total 36.0000 · Investments	4.91	4.91
Total Income	8,545.91	8,545.91
Gross Profit	8,545.91	8,545.91
Expense		
52.0000 · Purchased/Contracted Services		
52.1300 · Technical	1,928.88	1,928.88
52.3000 · Other Purchased Services		
52.3900 · Other		
52.3910 · Software Subscriptions	2,499.00	2,499.00
Total 52.3900 · Other	2,499.00	2,499.00
Total 52.3000 · Other Purchased Services	2,499.00	2,499.00
Total 52.0000 · Purchased/Contracted Services	4,427.88	4,427.88
53.0000 · Supplies		
53.1100 · General Supplies	41.53	41.53
Total 53.0000 · Supplies	41.53	41.53
58.000 · Miscellaneous Expense	0.00	0.00
Total Expense	4,469.41	4,469.41
Net Ordinary Income	4,076.50	4,076.50
Net Income	4,076.50	4,076.50

Town Of Tallulah Falls
Municipal Court Trust Fund Account
 July 2019 through January 2020

	Municipal Court Trust Fund	TOTAL
Ordinary Income/Expense		
Income		
35.0000 · Fines and Forfeitures		
35.1000 · Fines and Forfeitures	127,790.00	127,790.00
35.0000 · Fines and Forfeitures - Other	-500.00	-500.00
Total 35.0000 · Fines and Forfeitures	127,290.00	127,290.00
36.0000 · Investments		
36.1000 · Interest Revenues	2.49	2.49
Total 36.0000 · Investments	2.49	2.49
Total Income	127,292.49	127,292.49
Gross Profit	127,292.49	127,292.49
Expense		
52.0000 · Purchased/Contracted Services		
52.3000 · Other Purchased Services		
52.3652 · Peace Officer A/B	3,676.90	3,676.90
52.3653 · POPIDF-A	6,848.80	6,848.80
52.3654 · POPIDF-B	6,948.54	6,948.54
52.3655 · Victim's Assistance	3,436.40	3,436.40
52.3658 · Rabun Co. Jail	6,863.68	6,863.68
52.3662 · Driver's Ed	786.84	786.84
52.3665 · Tech Fund	8,453.00	8,453.00
52.3666 · City portion of fines	68,538.84	68,538.84
Total 52.3000 · Other Purchased Services	105,553.00	105,553.00
Total 52.0000 · Purchased/Contracted Services	105,553.00	105,553.00
53.0000 · Supplies		
53.1100 · General Supplies	224.63	224.63
Total 53.0000 · Supplies	224.63	224.63
Total Expense	105,777.63	105,777.63
Net Ordinary Income	21,514.86	21,514.86
Net Income	21,514.86	21,514.86

Town Of Tallulah Falls
Volunteer Fire Fund Account
July 2019 through January 2020

	Volunteer Fire Department	TOTAL
Ordinary Income/Expense		
Income		
36.0000 · Investments		
36.1000 · Interest Revenues	13.88	13.88
Total 36.0000 · Investments	13.88	13.88
Total Income	13.88	13.88
Gross Profit	13.88	13.88
Net Ordinary Income	13.88	13.88
Net Income	13.88	13.88

House Bill _____

By: _____

A BILL TO BE ENTITLED

AN ACT

1 To amend an Act to amend, revise, consolidate, and supersede the several Acts incorporating
2 the Town of Tallulah Falls in Habersham and Rabun counties, approved February 6, 1984
3 (Ga. L. 1984, p. 3547), as amended, ~~particularly by an Act approved March 22, 1990 (Ga.~~
43 ~~L. 1990, p. 4384)~~, so as to change certain provisions relating to vacancies
54 of the town council; to provide for related matters; to repeal conflicting laws; and for the
65 other purposes.

76 _____ BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

87 _____ **SECTION 1.**

98 An Act amending an Act to amend, revise, consolidate, and supersede the several Acts
109 incorporating the Town of Tallulah Falls in Rabun and Habersham counties, approved
110 February 6, 1984 (Ga. L. 1984, p. 3547), as amended, is amended by striking
Section 3.11,
1211 and revising Section 2.11, Section 2.12, Section 2.14, Section 2.16, Section 2.17,
Section
1312 2.20, Section 2.21, Section 2.22, Section 2.23, Section 3.10, Section 4.13, Section
5.10
1413 and Section 5.12 to read as follows:

12 **Section 2.11.**

13 The members of the town council shall serve for terms of four years and until their
14 respective successors are ~~elected, qualified, and oaths of office taken~~. No person shall be
15 eligible to serve as mayor or town council member unless ~~he/she~~ shall have been a
16 resident of the town six months immediately prior to the date of the election of mayor or
17 members of the town council; each shall continue to reside therein during ~~his/her~~ period
18 of service and shall be registered and qualified to vote in municipal elections of this town.
19 No person related within the second degree by affinity, or within the third degree by
20 consanguinity, to any elected officer of the town shall be elected or appointed to any
21 office of the town other than as an unpaid volunteer, and with the consent of the majority
22 of the remaining council members. "Unpaid volunteer" shall mean any person who takes
23 on a role on behalf of the town for no compensation or remuneration.

24 **Section 2.12. Vacancy; filling of vacancies.**

25 (a) The office of mayor or council member shall become vacant upon the incumbent's
26 death, resignation, removal, or otherwise.

27 (b) A vacancy in the office of mayor or council member shall be filled as provided for
28 in aArticle V.

29 **Section 2.14. Holding other office; voting when personally interested.**

30 (a) Except as authorized or permitted by general state law, the mayor or any council

H. B. _____

31 member shall not hold any other town office or town employment during the term for
32 which he/she was elected, except as an unpaid volunteer, and with the consent of the
33 majority of the remaining council members. "Unpaid volunteer" shall mean any person
34 who takes on a role on behalf of the town for no compensation or remuneration.
35 (b)Neither the mayor nor any member of the town council shall vote upon or sign
36 or veto any question in which he/she is personally interested.

37 **Section 2.16. Regular and special meetings.**

38 (a) The town council shall hold regular meetings at such times and places as prescribed
39 by Charter.

40 (b) Special meetings of the town council may be held on call of the mayor or three
41 members of the town council. Notice of such special meetings shall be served on all
42 other members personally, or by telephone personally, at least 48 hours in advance of
43 the meeting. Such notice to council members shall not be required if the mayor and all
44 council members are present when the special meeting is called. Such notice of any
45 special meeting may be waived by a council member in writing before or after such a
46 meeting, and attendance at the meeting shall also constitute a waiver of notice of any
47 business transacted in such council member's presence. Only the business stated in the
48 call may be transacted at the special meeting.

49 (c) All meetings of the town council shall be public to the extent required by general
50 state law and notice to the public of special meetings shall be made as fully as is
51 reasonably possible twenty-four hours prior to such meetings.

52 **Section 2.17. Quorum; voting.**

53 The mayor or mayor pro tem and three council members shall constitute a quorum
54 and shall be authorized to transact business of the council. Voting on the adoption of
55 ordinances shall be taken by voice vote or a show of hands, and the affirmative votes,
56 negative votes, and any abstention shall be recorded in the journal. Any member of the
57 council shall have the right to request a roll-call vote. The affirmative vote of three
58 council members, or two council members and the mayor in the case of a tie vote, shall
59 be required for the adoption of any ordinance, resolution, or motion except as otherwise
60 provided for in this Charter. The mayor shall not vote when the mayor is an interested
61 party or when he recuses himself from the vote. In the case of a tie vote where the mayor
62 is unable to break the tie, the ordinance or resolution shall fail.

63 **Sec. 2.20. Signing; Authenticating; Recording; Codification; Printing.**

64 (a)The clerk shall, by his/her signature, authenticate and record in full a properly indexed
65 book kept for that purpose all ordinances adopted by the council.

66 (b)The town council shall provide for the preparation of a general codification of all of
67 the ordinances of the town having the force and effect of law. The general codification
68 shall be adopted by the town council by ordinance and shall be published promptly,
69 together with all amendments thereto and such codes of technical regulations and other
70 rules and regulations as the town council may specify. This compilation shall be known
71 and cited officially as "The Code of the Town of Tallulah Falls, Georgia."

72 (c)The town council shall make such further arrangements as deemed desirable with
73 respect to reproduction and distribution of any current code or additions to codes of
74 technical regulations and other rules and regulations included in the code.

75 **Sec. 2.21. Election of mayor; compensation.**

76 The mayor shall be elected and serve for a term of four years and until his/her successor
77 is elected, qualified, and oath of office administered. He/She shall be a qualified elector
78 of this town and shall have been a resident of this town six months immediately
79 preceding his/her election. He/She shall continue to reside in the Town of Tallulah Falls
80 during the period of his/her service. The compensation of the mayor shall be established
81 in the same manner as for council members.

82 **Sec. 2.22. Mayor pro tem.**

83 The town council shall elect by majority vote from among its members a mayor pro tem
84 who shall assume the duties, powers, and restrictions of the mayor upon declaration by
85 the town council in the event of the mayor's disability or absence.

86 **Sec. 2.23. Powers and duties of the mayor.**

87 The mayor shall be the chief executive of this town. He/She shall possess all of the
88 executive and administrative powers granted to the town under the constitution and laws
89 of the State of Georgia, and all the executive and administrative powers in this Charter. It
90 shall be the duty of the mayor to:

- 91 (1) See that all laws and ordinances of the town are faithfully executed;
- 92 (2) Exercise supervision over all executive and administrative work of the town and
93 provide for the coordination of administrative activities;
- 94 (3) Be the official head and spokesperson for the town for service of process and
95 ceremonial purposes;
- 96 (4) Sign as a matter of course all written contracts, ordinances, and other instruments
97 executed by the town which by law are required to be in writing;
- 98 (5) Vote as a member of the town council only at such times as are necessary to break a
99 tie of the council;
- 100 (6) Prepare and submit to the town council a recommended annual operating budget and
101 recommended capital budget; and
- 102 (7) Fulfill such other executive and administrative duties as the town council shall by
103 ordinance establish.

104 **Sec. 3.10. Boards, commissions, and authorities.**

105 (a) The town council shall create by ordinance such boards, commissions, and authorities
106 to fulfill any investigative, quasi-judicial, or quasi-legislative function the town council
107 deems necessary and shall by ordinance establish the composition, period of existence,
108 duties, and powers thereof.

109 (b) All members of boards, commissions, and authorities of
110 the town shall be appointed by the town council for such terms of office and in such
111 manner as shall be provided by ordinance, except where other appointing authority, term
112 of office, or manner of appointment is prescribed by this Charter or general state
113 law.

114 (c) The town council, by ordinance, may provide for the compensation and
115 reimbursement for actual and necessary expenses of the members of any board,
116 commission, or authority.

117 (d) Any vacancy on a board, commission, or authority of the town shall be filled for the
118 unexpired term in the manner provided by ordinance adopted by town council.

119 (e) Except as otherwise provided by this Charter, by ordinance, or by general state law,
120 each board, commission, or authority of the town shall elect one of its members as
121 chair and one member as vice-chair and may elect as its secretary one of its own
122 members or may appoint as secretary an employee of the town. Each board, commission,
123 or authority of the town government may establish such bylaws, rules, and regulations
124 not inconsistent with this Charter, ordinances of the town, or general state law as it
125 deems appropriate and necessary for the fulfillment of its duties or the conduct of its
126 affairs, copies of which shall be filed with the clerk of the town.

127 **Sec. 4.13. Jurisdiction; powers.**

128 (a) The municipal court shall try and punish violations of all town ordinances.

129 (b) The municipal court shall have authority to punish those in its presence for contempt,
130 provided that such punishment shall not exceed \$25.00 or 24 hours in jail.

131 (c) The municipal court may fix punishment for offenses within its jurisdiction not
132 exceeding a fine of \$500.00 or imprisonment for not more than 60 days or both; but the
133 punishment imposed shall not exceed any maximum specified in the ordinance or statute

134 governing the particular offense. In any case, however, where a general state law
135 authorizes the municipal court to impose greater punishment, such general state law shall
136 control.

137 (d) The municipal court shall have authority to establish a schedule of fees to defray the
138 cost of operation and shall be entitled to reimbursement of the costs of meals,
139 transportation, and caretaking of prisoners bound over to superior courts for violations of
140 state law. This authority shall include but not be limited to the ability for the council to
141 assess a technology fee to be set at an annual basis. This maximum amount of this fee
142 cannot exceed the reasonable cost necessary to fund the technology and must be set out
143 in a separate fund.

144 (e) The municipal court shall have authority to establish bail and recognizances to ensure
145 the presence of those charged with violations before said court and shall have
146 discretionary authority to accept cash or personal or real property as surety for the
147 appearance of persons charged with violations. Whenever any person shall give bail for
148 his appearance and shall fail to appear at the time fixed for trial, his bond shall be
149 forfeited by the judge presiding at such time, and an execution issued thereon by serving
150 the defendant and his sureties with a rule nisi at least two days before a hearing on the
151 rule nisi. In the event that cash or property is accepted in lieu of bond for security for the
152 appearance of a defendant at trial; and if such defendant fails to appear at the time and
153 place fixed for trial, the cash so deposited shall be on order of the judge declared
154 forfeited to the town, or the property so deposited shall have a lien against it for the
155 value forfeited, which lien shall be enforceable in the same manner and to the same
156 extent as a lien for town property taxes.

157 (f) The municipal court shall have the authority to bind prisoners over to the appropriate
158 court when it appears by probable cause that a state law has been violated.

159 (g) The municipal court shall have the same authority as superior courts to compel the
160 production of evidence in the possession of any party; to enforce obedience to its orders,
161 judgments, and sentences; and to administer such oaths as are necessary.

162 (h) The municipal court may compel the presence of all parties necessary to a proper
163 disposal of each case by the issuance of summons, subpoena, and warrants which may be
164 served as executed by any officer as authorized by this charge or by general state law.

165 (i) The municipal court is specifically vested with all of the jurisdiction and powers
166 throughout the entire area of this town granted by general state laws to mayors',
167 recorders', and police courts, and particularly by such laws as authorize the abatement of
168 nuisances and prosecution of traffic violations.

169 **Sec. 5.10. Regular elections.**

170 (a) The mayor and council members in office on the effective date of this Act shall
171 remain in office until the expiration of their terms and until their successors are elected,
172 qualified, and oath of office administered.

173 (b) Successors to those two council members whose terms expire December 31, 1991,
174 shall be elected on the Tuesday next following the first Monday in November of 1991
175 and quadrennially thereafter for a term of four years and until their successors are
176 elected and qualified.

177 (c) Successors to the mayor and those two council members whose terms expire
178 December 31, 1993, shall be elected on the Tuesday next following the first Monday in
179 November of 1993 and quadrennially thereafter for a term of four years and until their
180 successors are elected, qualified, and oath of office administered.

181 (d) All municipal terms of office shall commence on January 1 immediately following
182 the election for such position and after oaths of office are administered.

183 (e) Oaths of office for mayor and council may be administered by the town clerk or any
184 other official charged with the ability to administer oaths by state statute.

185 **Section 5.12. Special elections; vacancies.**

186 In the event that a vacancy or vacancies occur in one or more elected office of the town for any
187 cause whatsoever, the remaining council shall appoint (an) interim member(s) to serve

188 until a special election or regular election can be held to fulfill the remainder of the
189 vacated term(s). Should there be no remaining council members, the mayor shall make the
190 appointments. Said election shall be scheduled for the first Tuesday following the first
191 Monday in November immediately following said vacancy. In the event that neither
192 council nor mayor remain, then any three or more citizens and voters of the town shall
193 order a special election to fill the balance of the unexpired terms of such offices. This
194 special election shall be held at the next available State specified special election date
195 following said vacancies. To be authorized by subsection (c) of Code Section 21-2-9 of
196 the Official Code of Georgia Annotated.,C.G.A.”

197 **SECTION 2.**
198 All laws and parts of laws in conflict with this Act are repealed.

APPLICATION CHECKLIST:

1. Application form has been completed
2. Legal description and boundary survey provided
3. Letter of Intent not provided
4. Site plan not provided (other than boundary survey)
5. Fee has been paid
6. Conflict of Interest Disclosure will be provided

ADVERTISING CHECKLIST:

1. Notice of Public Hearing advertised in Clayton Tribune on January 23, 2020 within the required 15-45 days prior to the hearing
2. Notice of Public Hearing advertised in the NE Georgian on January 22, 2020 within the required 15-45 days prior to the hearing
3. A sign was posted in a conspicuous place on the property on January 23, 2020 with information about the variance request and public hearings.
4. Site plan not provided (other than boundary

VARIANCE CRITERIA:

A variance may be granted in an individual case of unnecessary hardship, after appropriate application, upon specific findings that all of the following conditions exist. The absence of any one (1) of the conditions shall be grounds for denial of the application for variance.

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other land or structures in the same district; **The terrain of the property is very steep once you get past the existing homesite. The property is on the downhill side of the mountain.**
2. A literal interpretation of the provisions of these zoning regulations would create an unnecessary hardship and would deprive the applicant of rights commonly enjoyed by other property owners within the district in which the property is located; **Many property owners in Hickory Nut Mountain built prior to being annexed into the city limits and do not meet the front setbacks as established by the Town of Tallulah Falls. Allowing the applicant to build closer to the ROW than 35 feet would be consistent with several other houses on the same street.**
3. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located; **The homesite sits at an angle and would only encroach into the setback by 20 feet at the closest front porch corner. The proximity to the road is consistent with several other houses in the neighborhood and requiring the homesite to be pushed back will interfere with the existing septic system and would require extensive foundation work.**
4. Relief, if granted, will be in harmony with the purpose and intent of these regulations and will not be injurious to the neighborhood or general welfare in such a manner as will interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonable affect their value; **We do not believe a variance would be injurious to the neighborhood or discourage the appropriate development or use of adjacent land or buildings. The immediate neighbors have been personally notified in writing of this variance request. No**

objections have been received by the zoning office. Unless there is objection from neighbors with a reasonable interest in this zoning variance, we do not see this petition as unreasonable and do not believe it will negatively affect surrounding values.

5. The special circumstances are not the result of the actions of the applicant; **No actions of the applicant have resulted in the need of a variance.**
6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure; **The variance is reasonable in that it requires the least amount of land disturbance to build where a structure has already existed.**
7. The variance is not a request to permit a use of land, building or structures which are not permitted by right in the district involved. **The variance will be for the building of a single-family home which is consistent with the zoning district.**

ZONING ADMINISTRATOR RECOMMENDATION:

Although a letter of intent and site plan is required as a part of the application process, a boundary survey showing the prior structure has been provided and the applicant's intent has been included on the application. The applicant requests to build a home using the existing foundation wall as the front setback. The home will have a drive under side entry garage which works with the existing driveway. The home will be a single-family home 2473 square feet. A front and rear elevation drawing have been provided. The applicant intends to build in the same spot as the original structure that previously burnt down. The front elevation of the proposed structure and proximity to the road is consistent with other homes in the neighborhood. We have no reason to believe that it would have a negative effect on neighboring properties. We believe that moving the homesite 35 feet from the ROW would create an unnecessary hardship including extensive land disturbance, additional tree removal and exorbitant grading and foundation costs. It would be helpful to see the exact distance of the proposed home from the ROW on the site plan, however, it would create additional expense that the governing body may not find necessary since the homesite is already in existence and can easily be viewed in person. If the variance is ultimately approved by the governing authority, we would recommend a site plan be required as a part of the permitting process which includes the proposed structure to ensure that it is consistent with the variance as granted and does not encroach on the right-of-way.

Based on the application as presented, we would recommend approval unless there are reasonable objections from the neighboring property owners that have not yet been heard.

Pursuant to Section 1706 of the Zoning Ordinance, any approval of a variance shall be valid for a period of six (6) months unless such use is established within such period; provided, however that such approval shall continue in force and effect if a building permit for said construction is obtained within that six (6) month period, and such construction is started and proceeds to completion in accordance with such permit.

Respectfully submitted



Deb Goatcher



Linda Lapeyrouse

Zoning Administrators for the Town of Tallulah Falls

NOTICE REGARDING APPLICATION FOR A VARIANCE TO THE OFFICIAL ZONING ORDINANCE OF THE TOWN OF TALLULAH FALLS

PURSUANT TO O.C.G.A. § 36-66-4 AND SECTION 1909 OF THE TALLULAH FALLS CODE OF ORDINANCES, THE TOWN OF TALLULAH FALLS HEREBY PROVIDES NOTICE THAT IT HAS RECEIVED AN APPLICATION FROM CHRISTOPHER WARD FOR A ZONING VARIANCE FOR THE PROPERTY LOCATED AT 945 HICKORY NUT MOUNTAIN ROAD IN THE TOWN OF TALLULAH FALLS, MORE PARTICULARLY IDENTIFIED AS PARCEL NUMBER 139 031, ACCORDING TO THE RECORDS OF THE HABERSHAM COUNTY TAX ASSESSOR.

THE REQUEST IS FOR A VARIANCE TO SECTION 1501 OF ARTICLE XV OF THE TOWN OF TALLULAH FALLS ZONING ORDINANCE FOR THE R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO ENCROACH INTO THE 35 FEET FRONT SETBACK REQUIREMENT BY 20 FEET. THE APPLICATION FOR ZONING VARIANCE AND SUPPORTING DOCUMENTATION IS ON FILE WITH THE TOWN CLERK FOR THE PURPOSE OF EXAMINATION AND INSPECTION BY THE PUBLIC.

A PUBLIC HEARING BEFORE THE TOWN OF TALLULAH FALLS PLANNING COMMISSION WILL BE HELD ON WEDNESDAY, FEBRUARY 12, 2020, AT 6 P.M., AT THE TOWN HALL, 255 MAIN STREET, TALLULAH FALLS, GEORGIA 30573 FOR THE PURPOSE OF CONSIDERING THE APPLICATION AND MAKING A RECOMMENDATION TO THE TOWN COUNCIL REGARDING PROPOSED ACTION TO BE TAKEN ON IT.

THE TOWN COUNCIL WILL THEN HOLD A PUBLIC HEARING ON THURSDAY, FEBRUARY 13, 2020, AT 6 P.M. AT THE TOWN HALL, 255 MAIN STREET, TALLULAH FALLS, GA 30573 FOR THE PURPOSE OF CONSIDERING THE APPLICATION AND MAKING A DECISION REGARDING THE ACTION TO BE TAKEN ON IT.

APPLICATION FOR VARIANCE

Town of Tallulah Falls, Georgia
Planning & Zoning Commission
PO Box 56
Tallulah Falls, GA 30573

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.

Date: 12/30/19

Property address: 945 Hickory Nut Mtn Rd.

Subdivision Name & Part: Hickory Nut Mtn Estates Lot Number: 10
(Required if no property address.)

Owner of Property: Christopher + Janet Ward

Address: 3685 Cameron Circle Gainesville GA 30506

Telephone: 404-935-8386

Name of Applicant: Christopher Ward

Address: 3685 Cameron Circle Gainesville GA 30506

Telephone: 404-935-8386

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:

We are requesting to build a home using the existing foundation wall as the front setback. The lay of the land makes it very costly to build a home at the 35' setback as it would require building in the drop off. 20 foot variance requested.

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.

Single Family Home, 2473 square feet, w=51' d=35'10" ht=36'4"
The home will have a drive under side entry garage which works with existing driveway.

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 \$300.00 due at time of application.

AUTHORIZATION TO INSPECT PREMESIS

I hereby authorize the Town of Tallulah Falls and the Planning & Zoning Commission to inspect the premises which are the subject of this variance request.

Christopher Ward Janet Ward
Signature of Property Owner

12/30/19
Date

Signature of Applicant (if other than Property Owner)

Date

Return Recorded Document to:
Hotard & Hise, LLC
855 Washington Street
P.O. Box 2018
Clarkesville, GA 30523

JOINT TENANCY WITH SURVIVORSHIP WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF HABERSHAM

File #: 19-457T

This Indenture made this 24th day of October, 2019 between Ann M. Brusich, of the County of Habersham, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Christopher E. Ward and Janet Renee Ward, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in-hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND together with improvements thereon lying and being in Land Lot 163 of the 13th Land District of Habersham County, Georgia, designated as Lot 10 of Hickory Nut Mountain Estates, containing 5.016 acres, more or less, as shown on a plat of survey prepared for Dan A. Hayes by Edwin G. Davidson, RS, dated November 18, 1996 recorded in Plat Book 40, Page 275 in the Office of the Clerk of the Superior Court of Habersham County, Georgia, said plat being incorporated herein for a more full and complete description.

TOGETHER WITH a nonexclusive easement for ingress and egress to and from the above described property via the course of existing subdivision roads as shown on the plat referred to above.

SUBJECT TO Restrictive Covenants imposed by an instrument recorded in Deed Book 209, Page 697, Habersham County records. In addition the above described property is subject to Restrictions for the water system described and conveyed by Warranty Deed from Tallulah Falls Development Co., Inc. to Michael Pendley dated October 12, 1987 recorded in Deed Book 230, Page 140, Habersham County, Georgia records.

This being that same property conveyed to Ann M. Brusich, by virtue of a Limited Warranty Deed from John Hill and Polly Hill, dated August 6, 2000, recorded in Deed Book 1091, page 809, Public Records of Habersham County, Georgia.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.


AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

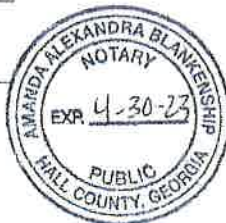
Signed, sealed and delivered in the presence of:



Witness



Notary Public





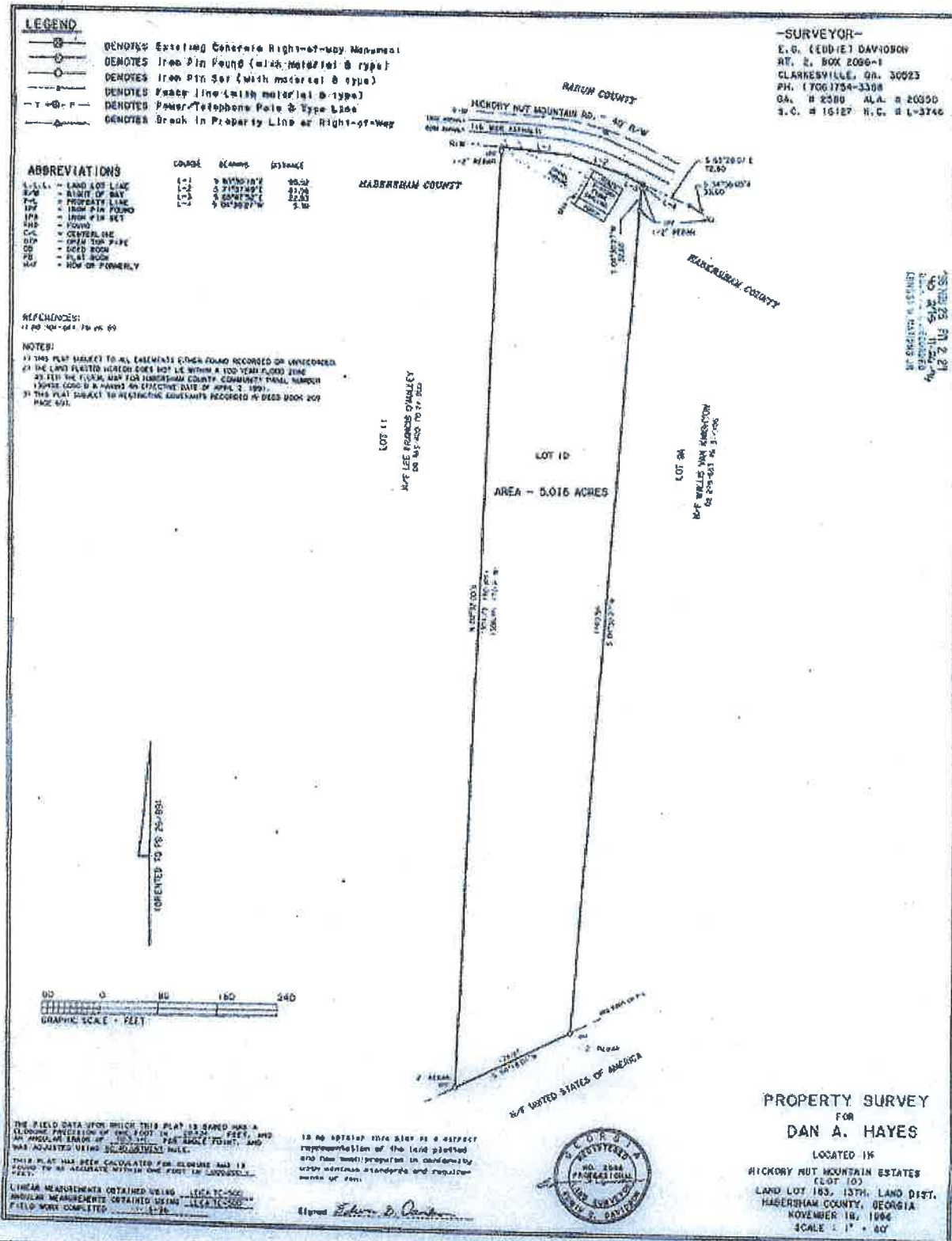
Ann M. Brusich (Seal)

CZW
09/24/19
10:28 PM EDT
dotloop verified

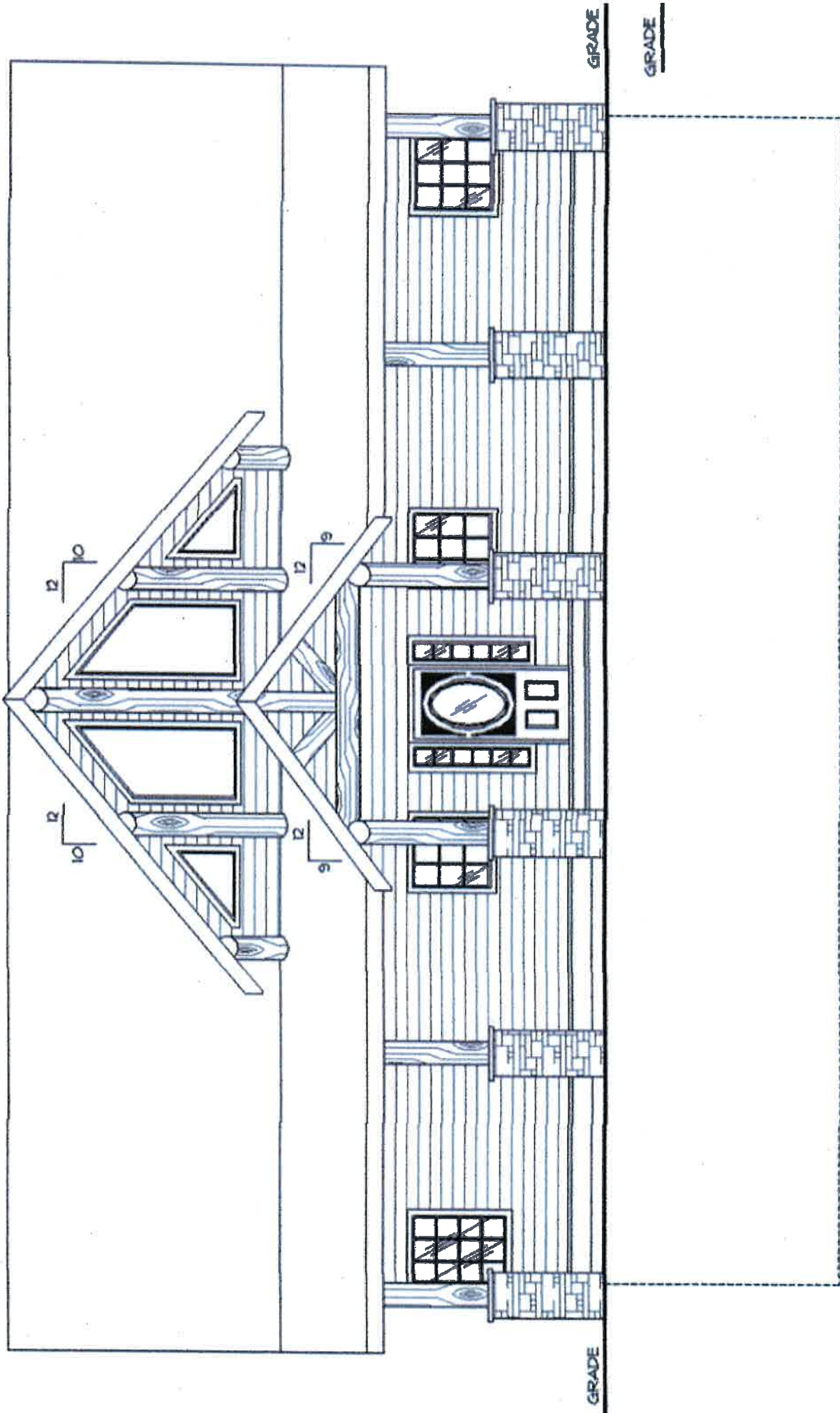
JRW
09/24/19
10:26 PM EDT
dotloop verified

AMB
09/27/19
8:17 AM EDT
dotloop verified

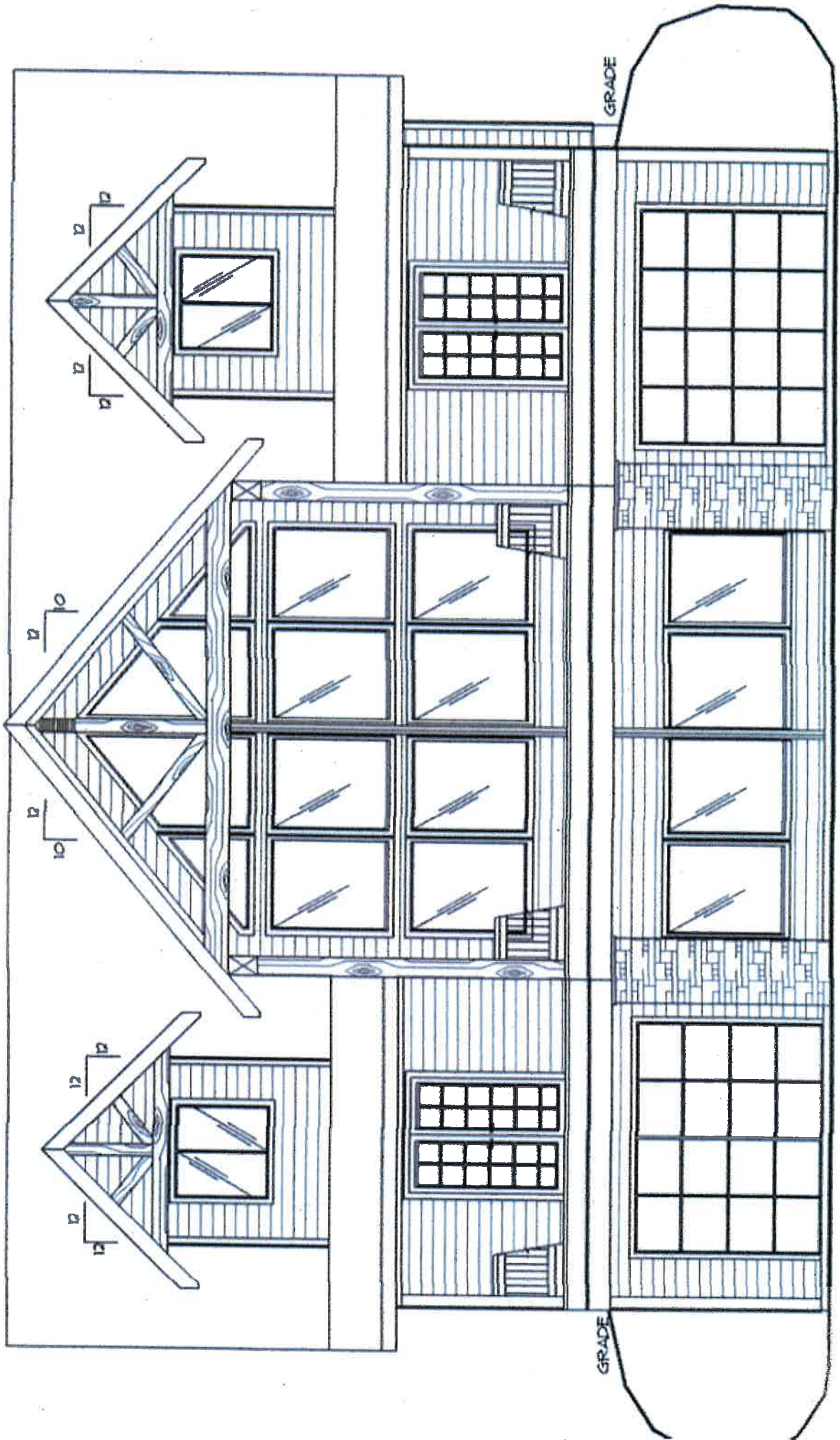
Exhibit "A"



275



FRONT ELEVATION



REAR ELEVATION



ZONING VARIANCE
 TOWN OF TAVENNER, FLORIDA
 PUBLIC UTILITIES SERVICE

FOR INFORMATION ONLY - NOT TO BE USED FOR ANY OTHER PURPOSE

DATE: 10/15/2013
 BY: [Signature]

1. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

2. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

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7. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

8. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

9. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

10. The following information is provided for your information only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.



Sec. 1501. - Building height and placement requirements.

Except as otherwise specifically provided in this ordinance, no structure shall be erected between any lot line and the pertinent setback distance listed in Table 1, and no structure shall be erected which exceeds the height limit specified in Table 1.

TABLE 1. HEIGHT LIMITS AND MINIMUM SETBACKS FROM PROPERTY LINES (IN FEET)

<i>District</i>	<i>Height Limitation</i>	<i>Front setbacks</i>		<i>Rear Setback*</i>	<i>Side Setback*</i>
		<i>Public Highways</i>	<i>Other Streets</i>		
Residential: single-family (R-I)	35	60	35	15	15
Multiple-family (R-II)	35	60	35	15	15
Planned unit development (PUD)	35	60	35	(Determined from plans.)	(Determined from plans.)
Business district (BD)	35	15**	15**	5**	0**
Highway business (HB)	35	30	30	15	15
Agricultural (A)	35	60	35	15	15

Flood hazard (FH)	35	(Determined from plans in conditional use process)	(Determined from plans in conditional use process)	(Determined from plans in conditional use process)	(Determined from plans in conditional use process)
Sensitive Land (SL)	35	60	35	15	15*Requirements for townhouses are set out in article XVI.**Dwellings in the BD, except those on second floor of shops, shall meet the setback requirements for R-I districts.

- 1501.1. Where a lot abuts two streets, the front setback for that district shall apply to both frontages, including corner lots, reverse and double frontage lots.
- 1501.2. The side setback requirements apply to a side lot line and also to any lot line which is neither a front, rear, nor side lot line.
- 1501.3. The setback requirements of these regulations for dwellings shall not apply to any lot where the average setback on developed lots located wholly or in part within one hundred (100) feet on each side of such lot and within the same block and zoning district and fronting on the same street as such lot, is less than the minimum required setback. In such cases, the setback may be less than the required setback for the district but not less than the average of the existing setbacks on the developed lots. This section shall not be construed to allow less setback on lots which extend a developed area, but only to allow the filling in of vacant lots in developed areas.
- 1501.4. In such cases as the street right-of-way has not been established or cannot be determined, said front yard/front building setback requirement shall be measured from

a point ten (10) feet beyond the construction limits of the road (edge of pavement or curb or edge of drainage ditch, whichever is greater).

- 1501.5. Height limitations shall not apply to chimneys, smokestacks, church spires and steeples, domes, flag poles, public monuments, observation towers, water towers, non-commercial radio and television towers, electricity transmission facilities and towers, and other similar utility structures.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name



Town of Tallulah Falls

Incorporated 1885

January 30, 2020

Michael Mazarky
Emergency Management Director
Rabun County Emergency Management Agency
25 Courthouse Square, Suite 201
Clayton, Georgia 30525

Dear Mr. Mazarky:

It is our understanding that Rabun County has applied for a grant from the Federal Emergency Management Agency through the Georgia Emergency Management Agency to fund the cost of updating the County's Multi-Jurisdictional Hazard Mitigation Plan. We recognize that participation in this plan update process and adoption of this multi-jurisdictional plan is important, not only to Rabun County, but to the Town of Tallulah Falls, as well as, in order to be eligible for future Federal money for mitigation related projects. We also understand that there is a local match requirement which can be met in part by participation of our staff in the plan updated process.

With that said, it is our intention to participate fully with the County in this process, providing input into the plan update, providing available staff resources to assist with the local match requirement and adopting the plan in order for the Town of Tallulah Falls, to remain eligible for mitigation funding. We look forward to hearing from you on this process soon. If you have any questions, please contact Mayor Mike Early or the undersigned at (706) 754-6040.

Sincerely,

Linda Lapeyrouse
Town Clerk

**A RESOLUTION OF THE
TOWN OF TALLULAH FALLS, GEORGIA
ADOPTING THE
2019 RABUN COUNTY JOINT COMPREHENSIVE PLAN**

WHEREAS: The Town Council, the governing authority of Tallulah Falls, Georgia has participated in the update to the Rabun County Joint Comprehensive Plan; and

WHEREAS: The update was prepared in accordance with the Rules and Procedures of the Georgia Department of Community Affairs, including requirements for public hearing opportunities; and

WHEREAS: The update has been reviewed and approved by the Georgia Mountains Regional Commission and the Georgia Department of Community Affairs;

Now, therefore, **BE IT RESOLVED** by the Town Council that the update to the 2019 Rabun County Joint Comprehensive Plan is adopted.

Adopted by the Town Council this ___ day of January, 2020.

Mayor

ATTEST:

Clerk