



Agenda
City of Clarkesville
Regular Meeting
6:00 PM February 5, 2024

1. *Call to Order*
 - 1a. *Mayor Aycock Will Call the Meeting to Order*
2. *Invocation and Pledge*
 - 2a. *Pastor Ross Wheeler with Clarkesville First Methodist Church Will Lead the Meeting in Prayer*
3. *Consent Agenda*
 - 3a. *Discuss and Vote to Approve Minutes for the Following:*
 - January 8, 2024 Council Meeting*
 - January 8, 2024 Executive Session*
 - January 18, 2024 Called Meeting*
 - January 18, 2024 Executive Session*
4. *Committee Reports*
 - 4a. *Finance, Main Street, Fire, ESG, Planning and Zoning Will Present Monthly Reports*
5. *Unfinished Business*
6. *New Business*
 - 6a. *Recognition of Claudia Lyle for Her Service to the Main Street Board*
 - 6b. *Mayor Aycock Will Swear in New Main Street Board Members For 2024*
 - 6c. *2024 Arbor Day Proclamation*
 - 6d. *Discuss and Vote to Reschedule the March Work Session and Council Meeting to March 11*
 - 6e. *Discuss and Consider Moving Forward With Condemnation of Map & Parcel 104-114; Old Ingles and Rite Aid Buildings Located on W. Louise Street*
 - 6f. *Discuss and Consider Zoning Map Amendment for 1769 Historic Highway 441*
 - 6g. *Proclamation of Commemoration of Georgia Day*

6h. *Discuss and Consider Approval of the Statewide Mutual Aid Agreement*

7. *Public Comment*

8. *Consider Going Into Executive Session*

9. *Adjournment*

OFFICIAL MINUTES
REGULAR MEETING

January 8, 2024
Minutes
City of Clarkesville
Regular Meeting

The Regular Meeting was held on Monday, January 8, 2024, at 6:00 PM at City Hall. Those present were Council Member Don Nix, Council Member Rick Wood, Mayor Pro - Tempore Franklin Brown, Council Member Angelia Kiker, Council Member Brad Coppedge, Mayor Barrie Aycock.

Agenda Item #1: Call to Order

Sub-Item #1a.: Mayor Aycock Will Call the Meeting to Order
Mayor Aycock called the meeting to order.

Sub-Item #1b.: Mayor Aycock Will Swear in New Council Member Don Nix
Don Nix was sworn in for a four year term.

Agenda Item #2: Invocation and Pledge

Sub-Item #2a.: Pastor Randy Kanipe with Grace United Methodist Church Will Lead the Meeting in Prayer
Pastor Kanipe was unable to attend the meeting. Mayor Aycock led the prayer.

Agenda Item #3: Consent Agenda

Sub-Item #3a.: Discuss and Consider Approval of the Minutes for December 4, 2024 Work Session and Council Meeting
Council Member Brad Coppedge made a motion to approve the Consent Agenda.
Seconded: Mayor Pro - Tempore Franklin Brown **Passed (5 - 0)**

Agenda Item #4: Committee Reports

Sub-Item #4a.: Finance, Main Street, Fire, ESG, Planning and Zoning Will Present Monthly Reports
Monthly reports were presented.

Agenda Item #5: Unfinished Business

Sub-Item #5a.: Discuss Partnership Habersham
Agenda was amended to remove this item.

Agenda Item #6: New Business

Sub-Item #6a.: Discuss and Vote to Appoint the Following Positions for 2024:

City Manager Keith Dickerson
City Clerk Julie Poole
City Attorney Firm Sanders, Ranck & Skilling, P.C.
City Judge Robert A. Sneed

Council Member Rick Wood made a motion to approve the 2024 Appointments.

Seconded: Mayor Pro - Tempore Franklin Brown

Passed (5 - 0)

Sub-Item #6b.: Discuss and Consider the Intergovernmental Agreement with Habersham Animal Control for 2024

The Intergovernmental Agreement states that due to higher tax base in the City of Clarkesville, the City will not pay any fees in 2024 for Animal Control.

Council Member Brad Coppedge made a motion to approve the 2024 Intergovernmental Agreement.

Seconded: Council Member Angelia Kiker

Passed (4 - 0)

Sub-Item #6c.: Discuss and Consider Approval of the 2024 Alcohol License Renewal for Monroe Package Store - 332 Monroe Street Suite 2

Mayor Pro - Tempore Franklin Brown made a motion to approve the alcohol renewal for Monroe Package store.

Seconded: Council Member Don Nix

Passed (5 - 0)

Sub-Item #6d.: Discuss and Consider Approval for an Alcohol License for Kabobalicious, Inc at 1362 Washington Street to Serve Beer and Wine for Consumption on Premises

Mayor Pro - Tempore Franklin Brown made a motion to approve the alcohol license for Kabobalicious, Inc.

Seconded: Council Member Angelia Kiker

Passed (5 - 0)

Council will Elect Mayor Pro Tempore for 2024.

Mayor Aycock nominated Franklin Brown as Mayor Pro Temp ore for 2024. The seconder was Brad Coppedge. Passed 4-0 with Franklin Brown abstaining.

Agenda Item #7: Public Comment

There was no public comment.

Agenda Item #8: Consider Going Into Executive Session

Mayor Pro - Tempore Franklin Brown made a motion to enter executive session .

Seconded: Council Member Angelia Kiker

Passed (5 - 0)

Agenda Item #9: Adjournment

Mayor Pro - Tempore Franklin Brown made a motion to adjourn the meeting.

Seconded: Council Member Brad Coppedge

Passed (5 - 0)

Respectfully submitted,

Julie Poole, City Clerk

OFFICIAL MINUTES
COUNCIL CALLED MEETING

January 18, 2024
Minutes
City of Clarkesville
Council Called Meeting

The Council Called Meeting was held on Thursday, January 18, 2024, at 5:30 PM at . Those present were Council Member Don Nix, Council Member Rick Wood, Council Member Brad Coppedge, Mayor Pro - Tempore Franklin Brown, Mayor Barrie Aycock, Council Member Angelia Kiker.

Agenda Item #1: Call to Order

Sub-Item #1a.: Mayor Aycock Will Call the Meeting to Order
Mayor Aycock called the meeting to order.

Agenda Item #2: Unfinished Business
There was no unfinished business.

Agenda Item #3: New Business

Agenda Amendment to Discuss and Vote on Selling Old Vehicles
City Manager Keith Dickerson would like to sell two vehicles that no longer work. He has been approached by a movie company that would like to purchase them for \$1000.00 each. Otherwise, he could post them on GovDeals, which would require stripping the vehicles. He believes either option would equal to about the same, with selling to the movie company less labor.

Agenda Item #4: Public Comment
There was no public comment.

Agenda Item #5: Consider Entering Executive Session
Council Member Rick Wood made a motion to enter executive session .
Seconded: Council Member Don Nix

Passed (4 - 0)

Sub-Item #5a.: Consider entering executive session to "discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D)".

Agenda Item #6: Adjourn
Mayor Pro - Tempore Franklin Brown made a motion to adjourn the meeting.
Seconded: Council Member Rick Wood

Passed (5 - 0)

Respectfully submitted,

Julie Poole, City Clerk

City of Clarkesville
(UNAUDITED)

Financial Report - As of Nov 30 2023					2022
	Budget	Actual	Difference	%Budget	Actual
General Fund					
Administrative Revenue	2,267,409	2,324,436	57,027	103%	2,209,638
Main Street	18,500	20,183	1,683	109%	18,440
Fire Revenue	24,000	19,775	(4,225)	82%	39,333
Planning Revenue	28,000	34,213	6,213	122%	90,216
Police Revenue	77,000	99,853	22,853	130%	91,738
Streets Revenue	29,226	30,446	1,220	104%	30,025
Hotel/Motel	3,500	3,196	(304)	91%	3,892
ARPA	0	0	0	#DIV/0!	340,014
Total General Fund Revenues	2,447,635	2,532,102	84,467	103%	2,823,296
Expenses					
Administration	950,871	889,300	(61,571)	94%	1,303,960
Main Street	171,916	171,575	(341)	100%	140,425
Fire	423,104	338,084	(85,020)	80%	334,373
Parks	10,300	51,971	41,671	505%	15,963
Planning & Zoning	86,971	75,848	(11,123)	87%	70,435
Police	810,841	758,852	(51,989)	94%	657,475
Streets	156,131	165,746	9,615	106%	189,555
Total General Fund Expenses	2,610,134	2,451,376	(158,758)	94%	2,712,186
General Fund Revenues over Expenses	0	80,726	(74,291)		111,110
Water/Sewer Fund					
Water Revenues	1,403,292	1,334,265	(69,027)	95%	1,290,773
Sewer Revenues	552,500	506,041	(46,459)	92%	503,852
Sanitation Revenues	197,044	183,676	(13,368)	93%	180,725
Total Water/Sanitation/Sewer Revenues	2,152,836	2,023,982	(128,854)	94%	1,975,350
Administration Expense	1,456,992	1,237,548	219,444	85%	1,301,412
Water Plant Expense	351,200	368,374	(17,174)	105%	412,541
Water Distribution Expense	31,200	36,290	(5,090)	116%	13,200
Waste Water Plant Expense	79,800	90,209	(10,409)	113%	82,956
Waste Water Collection	36,600	62,129	(25,529)	170%	27,369
Sanitation	197,044	216,396	(19,352)	110%	163,992
Total Water/Sanitation/Sewer Expenses	2,152,836	2,010,946	141,890	93%	2,001,470
W/S/S Revenues over Expenses	0	13,036	13,036		(26,120)
Total City Fund Revenues over Expenses	0	93,762	(61,255)		84,990

Main Street Report
January 2024

New Businesses

- Appalachian Fiber Studio

Events

- Clarkesville Volunteer Fire Fighter Chili Cook Off
- Time Capsule Event

Upcoming events

- Mardi Gras – Feb. 10
- Easter in the Garden- Mar. 23
- First Friday Downtown – April 5



2024 Calendar of Events

January 20	Saturday	Fire Department Chili Cook Off at Community House
January 27	Saturday	Time Capsule Event at Community House
February 10	Saturday	Clarkesville Mardi Gras
March 23	Saturday	Easter in the Garden at the Mauldin House
April 5	Friday	First Friday Fun Downtown
May 3	Friday	First Friday Fun Downtown
May 18	Saturday	62nd Annual Mountain Laurel Festival
June 7	Friday	First Friday Fun Downtown
July 5	Friday	First Friday Fun Downtown
July 13	Saturday	Red, White, & Tunes at Pitts Park
August 24	Saturday	Dog Days of Summer at Pitts Park
September 6	Friday	First Friday Fun Downtown
September 6-14	Friday - Saturday	Chattahoochee Mountain Fair at Clarkesville Fairgrounds
October 5	Saturday	Fall Festival & History Harvest
October 19	Saturday	Juried Art Show
October 31	Thursday	Trick or Treating on the Square
November 30	Saturday	Shop Small Business Saturday
December 7	Saturday	Downtown Clarkesville Christmas
December 23	Monday	Candlelight Christmas Walk

Questions? Contact:

Colby Moore | Main Street Director

mainstreet@clarkesvillega.com | 762-230-1962

Fire Department Council Report February 2024

Total 82

Fires 6

EMS 50

MVA 3

Service 10

Canceled/False 13

Inside City 54

Outside 28

Public Relations Hosted Chili Cook Off

ESG Operations Inc.

City Hall Mtg. Agenda for January 2024

- January weather events update
- Community House Mural
- Upcoming Mardi Gras

Departmental Activity Report for the Month of January

The following permits were issued for the month of January:

1 Permanent Sign

0 Temporary Sign

0 Plan Review

1 Building

1 Plumbing

1 Electrical

1 Mechanical

2 Tree Removal

0 Code Enforcement Actions

15 Construction inspections

COs Issued:

Planning Activities: After working with a builder who purchased property on Salome Dr, work has started on five new single-family homes. Construction of the homes will be simultaneous.



Certificate of Recognition

PRESENTED TO

CLAUDIA LYLE

IN APPRECIATION OF HER OUTSTANDING
DEDICATION AND SERVICE TO
CLARKESVILLE MAINSTREET

MRS. BARRIE AYCOCK
MAYOR

MR. KEITH DICKERSON
CITY MANAGER

CLARKESVILLE MAIN STREET

OATH OF OFFICE

I, _____, having been duly appointed by the City Council of Clarkesville, Georgia, to serve as a Board Member of the Clarkesville Main Street, will do so to the best of my ability. I will faithfully perform all the duties and obligations of this office so as to benefit those whom I have been entrusted to serve. I commit to the high ethical standards and the goals of the Clarkesville Main Street, and will represent no special interest other than the public interest, in accordance with the laws of Georgia and the laws of Clarkesville.

Adopted the 5th day of February, 2024 by the Clarkesville Mayor and Council.

Sworn and subscribed before me

This _____ day of _____, in the year _____.

Mayor, City of Clarkesville

Board Member signature

Chair, Clarkesville Main Street

Arbor Day Proclamation

Whereas, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, The Mayor and Council of the City of Clarkesville do hereby proclaim February 16, 2024 as

Clarkesville Arbor Day

In the City of Clarkesville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 5th day of February in the year 2024

Mayor Barrie Aycock



Telephone:
706-754-4216

P.O. Box 21
Clarkesville, GA 30523

February 5, 2024

To: Mayor and Council

Subject: Consideration of condemnation of property at W Louise Street (Map & Parcel 104 114) Old Ingles and Rite Aid buildings.

Multiple attempts have been made to work with Ingles Real Estate in regards to finding some sort of solution to clean up and secure the building or completely demolish it and return the space to greenspace.

The final attempt at contacting the property owner was via certified mail sent on Oct. 30th, 2023, and was delivered on Nov. 2nd, 2023. The letter requested contact from the property thirty days from receipt of the letter. No attempts have been made.

The Planning Commission has approved the request unanimously to begin official condemnation of the derelict structures and would request from the Mayor and Council for their consideration and approval for the condemnation process to begin.

Respectfully,

A handwritten signature in black ink, appearing to read "Caleb Gaines", followed by a long horizontal flourish.

Caleb Gaines
Zoning Administrator



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CLARKESVILLE

— We Call it Home. —

Telephone:
706-754-4216

P.O. Box 21
Clarkesville, GA 30523

October 30, 2023

Ingles Real Estate Department
2913 US 70
Black Mountain, NC 28711

RE: W Louise St – Old Ingles, Clarkesville GA (Parcel 104 114) – Property Maintenance

Regretfully, this is an official letter regarding the condition of the above-mentioned property. We need to inform you that the current tenant of the residence has been taken into police custody for theft of water services and has left the property in a very unsanitary condition.

Referencing Section 107 of the International Property Maintenance Code 2018 edition with state of Georgia Amendments and locally adopted by the City of Clarkesville, the above-mentioned property is in need of immediate attention.

The issues at hand are the 2018 International Property Maintenance Code Sections:

101.2 Scope.

The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

Exterior Property Areas

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.

A Gentle-Friendly Place



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Telephone:
706-754-4216

P.O. Box 21
Clarkesville, GA 30523

302.2 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

302.7 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.9 Defacement of property.

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

Exterior Structure

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be



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P.O. Box 21
Clarkesville, GA 30523

removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.4 Structural members.

Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.15 Doors.

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with [Section 702.3](#).



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Telephone:
706-754-4216

P.O. Box 21
Clarkesville, GA 30523

305.3 Interior surfaces.

Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Rubbish and Garbage

308.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

Pest Elimination

309.1 Infestation.

Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

Upon failure of the owner or agent having charge of a property to remediate these problems after service of a notice of violation, they shall be subject to prosecution in accordance with [Section 106.3](#) and as prescribed by the authority having jurisdiction. *Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and remediate said problems, and the costs of such service shall be paid by the owner or agent responsible for the property.*



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— We Call it Home. —

Telephone:
706-754-4216

P.O. Box 21
Clarkesville, GA 30523

The property owner is hereby instructed to fix and maintain the above-mentioned property within thirty (30) days upon receipt of this letter.

If you already have a plan in motion to fix these items and any others, please contact this department in writing:

City of Clarkesville
Planning and Zoning
PO Box 21
Clarkesville, GA 30523

If you have any questions, please contact the building department at 706-754-4216.

If you need any assistance with looking for resources to help in this situation, please feel free to contact me and we will do our best to get a plan of action for this situation.

Respectfully,

Caleb Gaines
Zoning Administrator
City of Clarkesville
706-754-4216
cgaines@clarkesvillega.com

Please see attachments













20-2000-0000
Community
Bank of America





















February 5, 2024

To: Mayor and Council

**Brief: 1769 Hist Hwy 441 / Map & Parcel 073 064 – Zoning Map Amendment
From R, Single Family Residential to HB, Highway Business**

Mr. Chip Brooks, the property owner at 1769 Hist Hwy 441, is requesting to rezone the property from R, Single Family Residential to HB, Highway Business.

Mr. Brooks purchased the property as an investment. With the current zoning as R, the property has limited use as a rental property. With a zoning change to HB, the property takes on commercial use and expands its future potential.

This property is located between Scovill (zoned M-1, Light Industrial) and a residence at 1695 Hist Hwy 441(zoned R, Single Family).

With the prospect of this area along Hwy 441 getting sewer in the future, I believe that rezoning this property to HB would help with this possibility of growth.

I recommend approval of this request.

Respectfully,

A handwritten signature in black ink, appearing to read "Caleb Gaines", followed by a long horizontal flourish.

Caleb Gaines
Zoning Administrator
City of Clarkesville



February 5, 2024

From: Zoning Administrator

To: Mayor and Council

Subject: Request for a zoning amendment for 1769 Hist Hwy 441. Map 073 Parcel 064.

1. Public notice was run in the Northeast Georgian in the December 22nd, 2023 issue.
2. The required sign was posted in front of the property on December 22nd, 2023.
3. The applicant is requesting rezoning from Single Family Residential (R) to Highway Business (HB).
4. The applicant has submitted all necessary paperwork and fees regarding the application.
5. This request does not create spot zoning and fits with current zoning in the immediate area.
6. There has been one public inquiry that I am aware of in this office regarding the zoning request. The citizen was neither for nor against the amendment.

I recommend that the request be approved by the Governing Body.

A handwritten signature in black ink, appearing to read "Caleb Gaines", followed by a long horizontal oval flourish.

Caleb Gaines
Zoning Administrator



February 5, 2024

From: Chair Planning Commission

To: Mayor and Council

Subject: Request for a zoning amendment for 1769 Hist Hwy 441. Map 073 Parcel 064.

1. Public notice was run in the Northeast Georgian in the December 22nd, 2023 issue.
2. The required sign was posted in front of the property on December 22nd, 2023.
3. The Planning Commission met on January 9th, 2024, to consider the above matter. The original application of the request to the Planning Commission is attached.
4. The applicant, Mr. Chip Brooks is requesting rezoning from Single Family Residential (R) to Highway Business (HB). This change to commercial use will allow for the property to be leased for business use.
5. This request does not create spot zoning and fits with current zoning in the immediate area.
6. The Planning Commission voted unanimously in favor of the zoning amendment.
7. Therefore, it is the recommendation of the Planning Commission that the City rezone the property at 1769 Hist Hwy 441 (map and parcel 073 064) from R, Single Family Residential to HB, Highway Business.

Respectfully Submitted,

Bruce Haglund
Chair, Planning Commission

Zoning Change Application

(Annexation, Map Amendment, Conditional Use and Variance)
for

1769 Historic Hwy 441/073 064

(address/map & parcel)



City of Clarkesville, PO. Box 21 Clarkesville, GA 30523

Tel: 706-754-4216

Fax: 706-754-9316

PROPERTY OWNER/APPLICANT	APPLICANT	REPRESENTATIVE	OWNER
	Name: Chip Brooks	Name: self	Name: same
	Address: 1505 Alleys Chapel Rd.	Address:	Address:
	City/State/Zip: Clarkesville, Ga. 30523	City/State/Zip:	City/State/Zip:
	Telephone: 706-499-3672	Telephone:	Telephone:
	Fax: n/a	Fax:	Fax:
	Cell: same	Cell:	Cell:
	Email: chip@omegatechnologygroup.net	Email:	Email:

Applicant's Signature

Representative's Signature

Owner's Signature

ACTION REQUESTED	ACTION REQUESTED	
	☐ Annexation:	Request rezoning from county _____ to _____
	☒ Map Amendment:	Request rezoning from <u>R</u> _____ to <u>HB</u> _____ (current) (proposed)
	☐ Conditional Use:	Zoning district: _____ Conditional Use Requested: _____
	☐ Variance:	Zoning district: _____ Variance Requested: _____

PROPERTY RECORDS	PROPERTY RECORDS	
	A recorded Legal Description of the property, reflecting current ownership, for which action is requested by one or more of the following:	
	☐ Metes and Bounds (attach copy of recorded document)	CITY OF CLARKESVILLE DEC 04 2023
	☐ Boundary Survey (attach copy of recorded survey, showing all easements, crossings or other appurtenances)	PAID

☒ Tax Plat (attach certified copy of plat from Habersham County Tax Commissioner's office)

FOR OFFICE USE ONLY (DO NOT WRITE BELOW)

General Zoning Change		Commercial Zoning Change		Disposition
Signature(s) and form(s)	☐	Signature(s) and form(s)	☐	Application Filed: <u>11/12/23</u> Rcvd by: <u>CG</u>
Letter of Intent	☐	Letter of Intent	☐	Fee Paid \$ <u>650</u> on <u>12/4/23</u>
Maps & Plats	☐	Maps & Plats	☐	Public Notice: <u> </u> / <u> </u> / <u> </u> News Signs
Tax Records/Liens	☐	Tax Records/Liens	☐	Zoning Admin: <u> </u> / <u> </u> / <u> </u> Action: <u> </u>
Parking & Access	☐	Parking & Access	☐	Planning Comm: <u> </u> / <u> </u> / <u> </u> Action: <u> </u>
Floodplain Zone	☐	Floodplain Zone	☐	Governing Body: <u> </u> / <u> </u> / <u> </u> Action: <u> </u>
Landscaping	☐	Landscaping	☐	Letter of Determination: <u> </u> / <u> </u> / <u> </u>
Twelve-Month Rule	☐	Concept Plans	☐	Eligible Filing Date: <u> </u> / <u> </u> / <u> </u>

November 17, 2023

To whom it may concern,

Brooks Hill Management is owned by Chip and Pam Brooks of Clarkesville. We would like to apply for a zoning change to 1769 Historic Hwy 441N Clarkesville, Ga. from residential to highway business. The initial plan is to rent the existing house for commercial use. We don't know who will be interested just yet but imagine it would be a small professional office of some type. Eventually we'd like to have a larger commercial project on that property once sewage is available. This could entail demolishing the current house and building a new building specifically for commercial use.

Chip Brooks

Brooks Hill Management

706-499-3672

chip@omegatechnologygroup.net



073 064

073 064

BROOKS HILL MANAGEMENT LLC
1769 N HIST HWY 441
2.03 Acres Value \$103,830
View: [Report](#) | [Google Maps](#)

073 065

073 055

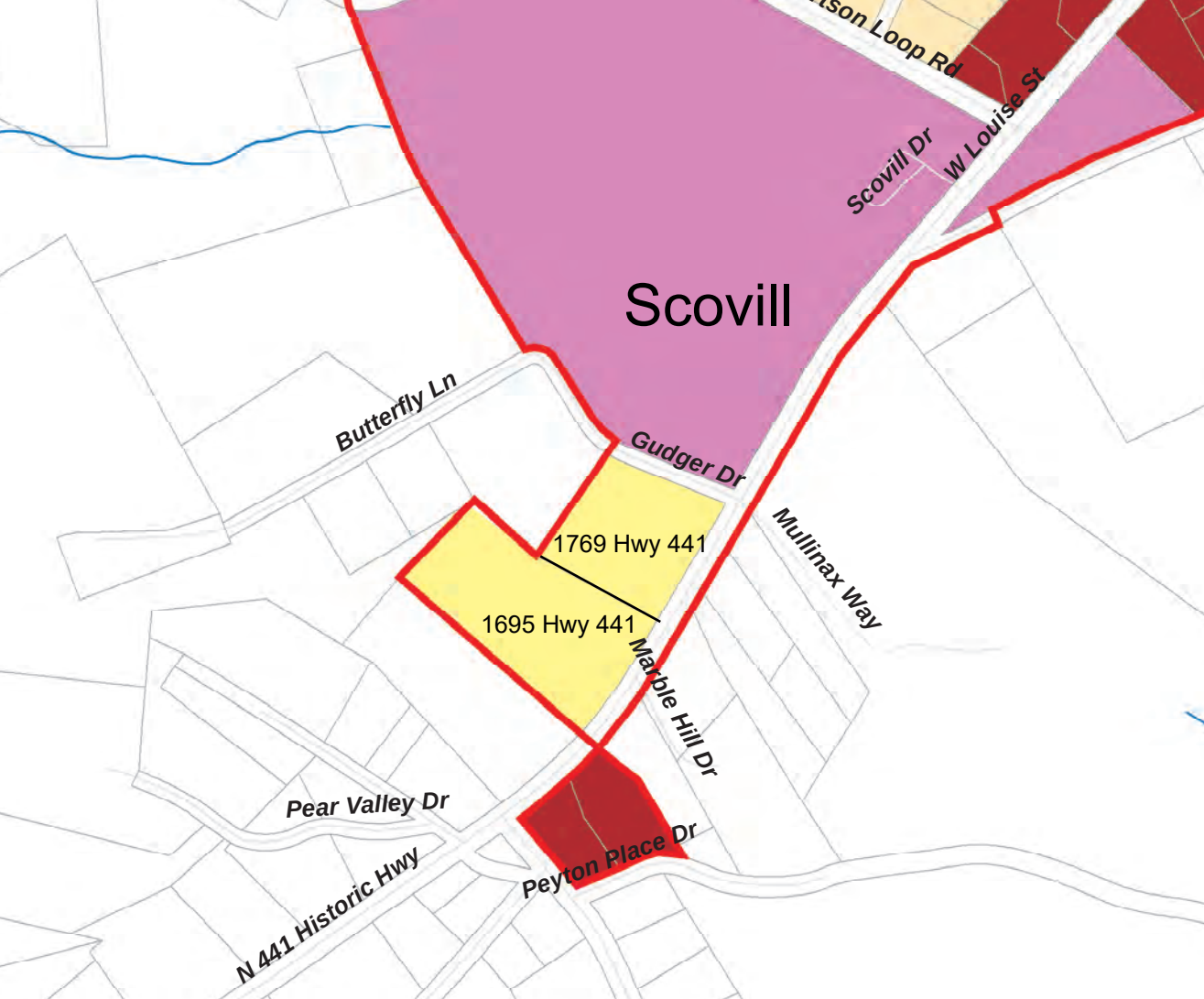
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Scovill

Butterfly Ln

Gudger Dr

Mullinax Way

1769 Hwy 441

1695 Hwy 441

Marble Hill Dr

Pear Valley Dr

N 441 Historic Hwy

Peyton Place Dr

Scovill Dr

W Louise St

tson Loop Rd

PROCLAMATION

COMMEMORATION OF GEORGIA DAY

To, Habersham County Georgia, the City Council of Clarkesville and Mayor Barrie Aycock

WHEREAS; On February 12, 2023, our State will commemorate the 290th anniversary of the settlement of the Colony of Georgia settled on the Bluff of the Savannah River; and

WHEREAS; The journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

WHEREAS; The great state of Georgia was founded by the Revolutionary War generation and patriots fought to gain their freedom from Britain to form the United States by the Treaty of Paris of 1783.

WHEREAS; The National Society Daughters of the American Revolution (DAR) is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

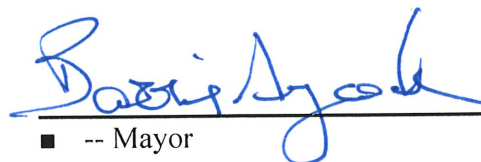
WHEREAS; Through the President General's leadership, all Daughters are Celebrating Stars & Stripes Forever and Rejoicing in our DAR Ties of Service and Friendship by celebrating our nation's rich history and diversity, promoting belonging through membership and dedicated service to God, Home, and Country, and by completing projects in unique, local and impactful ways; and

WHEREAS; The North East GEORGIA STATE Daughters on February 12 Celebrate the Founding of Georgia and Celebrate Georgia Day,

NOW THEREFORE BE IT

RESOLVED THAT I, Barrie Aycock Mayor of Clarkesville, Georgia commend this commemoration to all our GEORGIA residents.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and official seal of the
Town of Clarkesville to be affixed.


■ -- Mayor

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, 2028. 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

	Date: ____/____/____
Chief Executive Officer - Signature	

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

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

Statewide Mutual Aid Agreement (SWMAA)

FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides 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, or other significant events or homeland security activities.

What other jurisdictions are involved?

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. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

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.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

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.