



Agenda
City of Clarkesville
Regular Meeting
6:00 PM December 4, 2023

1. *Call to Order*

1a. *Mayor Aycock will Call the Meeting to Order*

2. *Invocation and Pledge*

2a. *Prayer led by Rev. Doris Graf Smith with Grace Calvary Episcopal Church*

3. *Consent Agenda*

3a. *Consider approval of the following:*

*November 6, 2023 Work Session Minutes
November 6, 2023 Council Meeting Minutes*

*Alcohol License Renewals for 2024:
Pinheads LLC - 583 Grant St.
Old Towne Pub - 102 W. Water St.
El Jinete - 345 W. Louise St.
Clarkesville Food LLC - 610 W. Louise St.
Juahn Song Inc. dba The Attic - 1344 Washington St.
Jay Maa Umiya dba West Side Express - 6640 State Hwy 115
Room 227 LLC dba Copper Pot - 135 Grant St.
Panito Group dba Gulf Food Mart - 183 Grant St.
Rac Mart LLC dba Shake N Go - 442 Washington St.
Frescos LLC - 1429 Washington St.
North Georgia Liquor Inc. - 200 E. Louise St.
Rupakot LLC dba USA Shop - 1618 Old Historic US 441*

4. *Committee Reports*

4a. *Finance, Main Street, Fire, ESG, Planning and Zoning*

5. *Unfinished Business*

5a. *Consider Approval of the Updated City Logo*

5b. *Consider Approval of the Short Term Rental Ordinance*

5c. *Consider Leasing Deas Chapel to Grace United Methodist Church, Clarkesville LLC*

6. *New Business*

6a. *Locke Arnold Will Address Mayor and Council*

6b. *Recognition of Jeremy Gattis and the Lowe's HEROs Project for Restoration of the Clarkesville Community Garden*

6c. *Consider Approval of the Alcohol Renewal With Addition of Liquor Consumption on Premises for Top Flight Tap Room & Grill*

6d. *Consider Approval of the Holiday Schedule for 2024*

6e. *Consider Approval of the Council Meeting Schedule for 2024*

7. *Public Comment*

8. *Consider Going Into Executive Session*

9. *Adjournment*

City of Clarkesville
(UNAUDITED)

Financial Report - As of Sept 30 2023					2022
	Budget	Actual	Difference	%Budget	Actual
General Fund					
Administrative Revenue	2,267,409	1,939,562	(327,847)	86%	1,664,164
Main Street	18,500	20,162	1,662	109%	18,425
Fire Revenue	24,000	19,775	(4,225)	82%	39,163
Planning Revenue	28,000	24,760	(3,240)	88%	22,645
Police Revenue	77,000	79,948	2,948	104%	81,011
Streets Revenue	29,226	29,846	620	102%	30,025
Hotel/Motel	3,500	2,533	(967)	72%	2,727
ARPA	0	0	0	#DIV/0!	340,014
Total General Fund Revenues	2,447,635	2,116,586	(331,049)	86%	2,198,174
Expenses					
Administration	950,871	725,925	(224,946)	76%	1,156,211
Main Street	171,916	137,557	(34,359)	80%	113,595
Fire	423,104	269,465	(153,639)	64%	274,490
Parks	10,300	49,518	39,218	481%	10,749
Planning & Zoning	86,971	59,151	(27,820)	68%	57,153
Police	810,841	596,975	(213,866)	74%	536,760
Streets	156,131	118,401	(37,730)	76%	159,119
Total General Fund Expenses	2,610,134	1,956,992	(653,142)	75%	2,308,077
General Fund Revenues over Expenses	0	159,594	(984,191)		(109,903)
Water/Sewer Fund					
Water Revenues	1,403,292	1,079,888	(323,404)	77%	1,060,317
Sewer Revenues	552,500	412,795	(139,705)	75%	408,251
Sanitation Revenues	197,044	150,075	(46,969)	76%	147,555
Total Water/Sanitation/Sewer Revenues	2,152,836	1,642,758	(510,078)	76%	1,616,123
Administration Expense	1,456,992	1,020,111	436,881	70%	1,071,616
Water Plant Expense	351,200	282,320	68,880	80%	370,509
Water Distribution Expense	31,200	28,691	2,509	92%	11,238
Waste Water Plant Expense	79,800	63,072	16,728	79%	67,145
Waste Water Collection	36,600	59,332	(22,732)	162%	22,537
Sanitation	197,044	184,696	12,348	94%	128,273
Total Water/Sanitation/Sewer Expenses	2,152,836	1,638,222	514,614	76%	1,671,318
W/S/S Revenues over Expenses	0	4,536	4,536		(55,195)
Total City Fund Revenues over Expenses	0	164,130	(979,655)		(165,098)

Fire Department Council Report December 2023

Total 73

Fires 3

Med 42

MVC 4

Service 11

Canceled/False 13

Inside City 47

Outside City 26

ESG Operations Inc.

City Hall Mtg. Agenda for November 2023

- LMIG 2024 application and paving
- Christmas Events
- Mary Street Park update

Departmental Activity Report for the Month of November

The following permits were issued for the month of November:

1 Permanent Sign

0 Temporary Sign

0 Plan Review

2 Building

1 Demolition – Stoney's and 3 houses.

2 Plumbing

1 Electrical

1 Mechanical

0 Tree Removal

1 Code Enforcement Actions:

8 Construction inspections

COs Issued:

Planning Activities: I delivered our current zoning map to GMRC so they can be updated with changes made since 2016. Once returned they will be posted here at city hall and online. The applicant for the zoning change at 988 Beaver Dam Rd is unable to be at the meeting and will be attending next month's meeting instead.

IT activities for the month included security and maintenance updates on the city servers and firewalls.



CITY OF CLARKESVILLE, GEORGIA

SHORT-TERM RENTAL ORDINANCE

Sec. I Purpose

The purpose of this ordinance is to establish regulations for the use of an accommodation as a short-term rental (STR) in order to support the health, well-being, and safety of guests and residents while minimizing the negative secondary effects on surrounding properties, including lowering of neighboring property values, to ensure proper safety precautions are in place, and to facilitate the collection and payment of STR taxes and related fees according to O.C.G.A. Title 48, Chapter 13, Article 3, Section 51(a)(3).

Sec. Definitions.

As used in this ordinance, the following terms shall have the meanings ascribed to them in this section:

Accommodation. Any single or multifamily home, or any portion thereof, studio, condominium, townhouse, duplex, guest house, tiny home, cabin, tent, yurt, treehouse, container, cave, houseboat, hostel, bunkhouse, or recreational vehicle. The term accommodation shall not include land leases providing sites for camping, RVs or similar non-permanently affixed lodging.

Bedroom. A room that is intended primarily for sleeping as reflected on the building permit, tax assessors' records and/or site inspection. It must have its own access door and means of emergency egress.

Code Enforcement Officer. Any person contracted with or employed by a state, county or municipality who has enforcement authority for health, safety, or welfare requirements and is authorized to issue citations or file formal complaints regarding the same O.C.G.A. 36-74-21 (1).

Fee Schedule. Official document established by resolution outlining fees associated with STR licensing and regulations.

Good Neighbor Notification. A document provided by the property owner/registered agent to surrounding properties annually.

Guest. Any person or persons renting a short-term rental.

Daytime Occupancy. Daytime occupancy not to exceed twice overnight occupancy.

Overnight Occupancy. Sleeping capacity based on number of bedrooms.

Property Owner. The person(s) or entity that holds legal title to the property as registered with

Habersham County to include:

a) An Individual;

b) A Business Entity to include corporations, general partnerships, limited partnerships, joint ventures, limited liability companies, and trusts. In the case of a Business Entity, the owner shall be the majority shareholder or partner and will be responsible for any violations. However, all shareholders, partners, and members must be disclosed for the purposes of this ordinance; and

c) A Business with over 50 Employees. In the case of a business with over 50 employees, the STR license shall be granted to the individual or partners primarily responsible for personally supervising and conducting the operation of the STR and will be responsible for any violations.

Any person applying on behalf of a corporation must disclose the extent of his representative capacity as well as the names and addresses of the officers of the corporation. The applicant must also furnish the names and addresses of any persons, firms, or corporations who have a financial interest in the ownership of the STR.

Leasing, subleasing, franchising, and occupancy agreements are not recognized as owners of property.

Local Registered agent. An individual(s) with the legal authority to make and act on decisions of tenancy, building maintenance, complaints, and repairs.

STR Officer. The local government official authorized to issue citations or file formal complaints under this ordinance.

Short-term rental advertisement. Any method soliciting use of a lodging accommodation or any part thereof for short-term rental purposes.

Short-term rental. A lodging accommodation rented to transient guests for a period not to exceed 30 consecutive days. Because Tourist Accommodations (single properties owned by one person with more than one separately rented short-term rental unit) are licensed/permitted and regulated by the State Department of Public Health, these properties are not considered short-term rentals for the purposes of local licensing. DPH Chapter 511-6-2.

Sec. Tax Rate

(a) Rate of levy. There is hereby set and levied on the occupant of a guest room of any lodging accommodation within the City of Clarkesville a tax in the amount of five percent of the gross rent and

fees for such occupancy.

(b) Any action by a local governing authority to impose or change the rate of the tax authorized under this article shall become effective no sooner than the first day of the second month following its action by the local governing authority. O.C.G.A. § 48-13-51(g)(1).

(c) Exemptions. The tax imposed by this ordinance shall not apply to:

1. Permanent residences. Notwithstanding any other provision of this section, no tax shall be imposed hereunder upon a permanent resident.
2. Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty; O.C.G.A. § 48-13-51(h)(1).
3. The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge; O.C.G.A. § 48-13-51(h)(2).
4. Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption. For purpose of the exemption provided under this paragraph, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; O.C.G.A. § 48-13-51(h)(3).
5. Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy. O.C.G.A. § 48-13-51(h)(4).

Sec. Use of Revenue.

Revenue will be allocated in accordance with the requirements in O.C.G.A. 48-13-51(a)(3).

Sec. License required.

The property owner must be the STR license holder. It is unlawful for any person or entity to operate or advertise as an STR within the city without a valid STR license issued for each short-term rental accommodation pursuant to this ordinance.

a) The non-refundable annual fees for the issuance of an STR license shall be established by resolution and shall be set forth in the STR fee schedule.

b) An STR license shall expire December 31st of each year and must be renewed annually.

c) The purchaser of a property covered by an existing STR license shall have first right of refusal to obtain a STR license for that property if the purchaser is in compliance with all the requirements of this ordinance. The new property owner shall have 30 days after closing to apply for an STR license.

d) This license applies to all short-term rentals in the City of Clarkesville.

e) A penalty of \$75 will be assessed to all late annual renewal license fee payments received after the deadline.

f) Operation of an STR business for more than 60 days without renewal of the license can result in termination and non-renewal of the STR license.

g) An STR license shall be for a specific property held by the owner of that property who is required to be the applicant and license holder. An owner of a property holding a STR license may not transfer that license to a different property owned by the same owner. Any time a new owner of a property or a new property seeks consideration for a STR license a new application must be made.

Sec. Inspections and issuance of STR license.

Upon receipt of a completed application for the issuance or renewal of an STR license, the Code Enforcement Officer may schedule an inspection of the STR for compliance with all applicable laws, rules, permits, regulations, and operational requirements set forth by this ordinance.

SEC. STR License applications.

1. Total number of STR licenses in the City of Clarkesville are limited to no more than 5% of total number of housing units as reported by the Habersham County Tax Assessor's Office annually.

In the event that housing units decrease to a level lower than allowed previously, all existing licenses will be grandfathered in for renewal purposes, but new licenses will not be issued.

2. Application for the initial issuance or renewal of a short-term rental license shall be completed with the City Clerk's office. Official renting may commence upon City approval of an STR license. STR licenses are officially approved by the City Clerk's office and inspection by the Code Enforcement Officer. Completion of an application for STR license does not guarantee a license, but it does place the property in queue for consideration.

3. The STR license applicant shall be the owner(s) of the property.

4. Upon receipt of a new application, an inspection may be scheduled by the Code Enforcement Officer. There is no charge for the initial inspection or a follow-up inspection to confirm issues identified in the initial inspection were rectified. However, if a second and/or subsequent follow-up is required, a \$75 fee shall be paid at the time each follow-up inspection is scheduled.

SEC. Operational Requirements for Owners.

All short-term rentals applications must provide required documentation and a signed Declaration of Compliance with subsections (1) through (16) below:

Regulations. Compliance with all applicable laws, rules and regulations pertaining to the use and occupancy of a short-term rental.

1. Address. Identification of each STR with a unique 911 address for the purpose of emergency services response.

2. License Limitations. Acknowledgement that a property owner can hold a maximum of two STR licenses in the City of Clarkesville. Any individual listed as a member in a business entity owning an STR property is considered an owner of the STR as it pertains to this ordinance.

3. Registered Agent. Identification of a local registered agent who will serve as the primary contact in cases of violations of this ordinance. Owner shall provide the City with any changes to contact information for the local registered agent within 48 hours of change.

The person designated by the owner as the local registered agent shall be available

twenty-four hours per day, seven days per week for the purpose of violation resolution.

The registered agent shall respond within two (2) hours to violations of this ordinance.

4. Neighbor Notification. Attest to distributing a Good Neighbor Notification letter to those within 100 feet of the short-term rental's property boundary. Owner shall provide neighbors with any changes to contact information for the local registered agent within 7 days of the change. A waiver to this notification may be issued for safety or health reasons after review by the City Manager.

5. Fee Collection. Register with the City of Clarkesville STR Tax Collection System and use this system to: submit initial license application, report related taxes, and submit annual renewal application. STR renewals must be submitted and paid by December 31 annually.

6. Short-term Rental Homeowners Insurance. Attest to obtaining the correct homeowner's insurance to protect all parties in case of incident.

7. STR Tax Return. File an STR tax return for each licensed property monthly regardless of who remits the taxes. STR tax returns are due and payable no later than the 20th day of the month following the period reported. Licensees that do not use third party rental platforms to remit STR taxes on their behalf (Airbnb, VRBO, HomeAway, etc.) are responsible for remitting all applicable STR tax proceeds through City of Clarkesville STR Tax Collection System according to the STR fee schedule. If return or payment is received after the 20th of the month following the reporting period, late fees will be assessed.

a) Pursuant to O.C.G.A 48-13-58.1 it shall be unlawful for any STR property owner to fail to make a return and pay the taxes due under this ordinance to any applicable governing authority imposing a tax under this ordinance.

b) Pursuant to O.C.G.A 48-13-60 it shall be unlawful for any property owner required by this ordinance to make, render, sign, or verify any return to make a false or fraudulent return with intent to evade the tax levied by this ordinance.

c) Pursuant to O.C.G.A 48-13-61 it shall be unlawful for any property owner subject to this ordinance to fail or refuse to furnish any return required to be made by this ordinance or to fail or refuse to furnish a supplemental return or other data required by the governing

authority imposing a tax under this article.

8. Tax Obligations. An inquiry will be made into the city records to determine if the applicant, or other parties with an interest in an application for a license under this ordinance has any outstanding taxes or special assessments that are delinquent against his property or any other monies owing to the city, or if any taxes or assessments are owing on the property where the licensed establishment will be located. No license shall be issued or renewed until such debts are paid in full.

9. STR Advertisements. Ensure short-term rental license number and permitted occupancy is listed in all short-term rental advertisements, including but not limited to digital, online, or print materials.

10. Occupancy. For STR occupancy will be based on the number of bedrooms permitted by the on-site inspection by the Code Enforcement Officer. The number of overnight occupants shall not exceed two persons per bedroom plus two additional persons per residence. Additionally, occupancy shall meet all life-safety codes, but in no case shall overnight occupancy exceed 15 overnight persons. Allowed day-time occupancy of STR will be equal to twice over-night occupancy.

11. Septic Capacity. Provide a copy of STR's septic permit or a copy of septic evaluation completed by the Habersham County Environmental Health Department.

12. Fire and Life Safety. Post emergency escape routes in conspicuous areas when STR is multi-story. Ensure one 5lb. fire extinguisher is available on each floor. If dwelling is heated by gas, mount carbon monoxide detectors on each floor. Ensure one functioning smoke alarm is installed in each sleeping room, hallways of sleeping areas, basement, and any enclosed garages.

13. Parking. All parking must be within the property boundaries of the STR. Vehicles shall not be parked within the right-of-way of roads or easements. Special considerations should be given to emergency vehicle access. No parking on the lawn areas.

14. Amplified Sound. As outlined by Clarkesville, owners cannot allow amplified sound from their guests that disturb or causes a nuisance to neighboring properties. While tenants can be fined under the City of Clarkesville Sound Ordinance, property owners are responsible for amplified sound that causes a nuisance to neighboring properties under this ordinance.

15. Pets. If pets are permitted by the STR they shall always be secured within the boundaries of the STR.

If the STR property is not fenced, permitted pets must be kept on a leash and always accompanied by the pet owner while outside.

16. Solid waste/trash. Ensure that trash and refuse is not to be left stored within public view, except in proper enclosed containers for purposes of collection by an authorized waste hauler.

16. Interior posting. Ensure the following information is posted in a conspicuous place within the short-term rental:

- a) Contact information for the local registered agent;
- b) 911 street address for STR;
- c) Floor plan indicating fire exits, fire extinguishers and escape routes;
- d) Maximum daytime occupancy and maximum sleeping capacity;
- e) Maximum parking and parking instructions.
- f) "In Case of Emergency", Dial 911.
- g) Instructions for garbage storage and removal.

SEC. Violations/Consequences.

1. Any section of this ordinance that is not followed constitutes a violation.

2. The Code Enforcement Officer has the discretion to issue a warning or a citation on a case-by-case basis

3. A first violation of this ordinance, the property owner is subject to a maximum fine of \$500 and or 6 months' probation. Each day of a continuing violation may constitute a subsequent violation.

4. A second or subsequent violation of this ordinance within 12 months of the first violation, the property owner shall have a maximum punishment not to exceed a fine of \$1,000.00, and/or suspension or revocation of STR license and/or 6 months' probation and/or all of the above.

5. Any property owner with 8 violations within a 24-month period or revocation of any license may be subject to permanent revocation of all STR licenses issued for any property in the City of Clarksville past, present, or future in addition to penalties not to exceed a fine of \$1,000 and/or 6

months' probation.

6. Any property operating as an STR without a valid STR license shall immediately cease and desist rental operations and will be subject to penalties not to exceed a fine of \$1,000, and/or 60 days in jail, and/or 6 months' probation from receiving a license.

Sec. Enforcement.

1. This article shall be enforced by any Court of competent jurisdiction, the STR Officer, Code Enforcement Officer, or State, and city law enforcement. Enforcement by the STR Board may result in additional civil fines and penalties beyond those assessed by any court.

2. The STR Code Enforcement Officer shall have the right to make such inquiry or investigation as it may find to be reasonably necessary to determine compliance with this ordinance. Such investigation may consist, among other actions, of calling licensees for examination under oath, obtaining evidence under oath from other persons; their procurement of documents and records including records of the licensee, and inspection and examination of records and documents from whatever source obtainable.

3. The STR Code Enforcement Officer shall be authorized to suspend or revoke a license previously granted under this article. If the STR Code Enforcement Officer seeks to suspend or revoke a license, the STR Code Enforcement Officer shall give written notification to the applicant of such action and such notice shall contain the specifics of the violation or violations and shall be served upon the licensee at least ten days prior to a hearing. The licensee shall be given at least ten days' written notice of the time and place of the hearing.

4. The STR Code Enforcement Officer, if it finds cause, shall be authorized to suspend or revoke a license in the event of any one or more of the following:

- a. Any licensee providing false or misleading information in the original application process;
- b. Any licensee has knowingly allowed the violation of a city ordinance or a violation of any criminal law of the state to occur on the premises, to include the entire owned parcel;
- c. Violation of any of the provisions of this article by the holder of a license issued under this article or its agents or employees, whether compensated or not;

- d. Any licensee fails to pay any fee, tax, fine or other amount of money due to the city under this article or any other ordinance provision of the city;
- e. The performance of any act prohibited by this article or the failure to perform any act required by this article as well as the violation of any law, state or federal, relating to the business of the licensee. If such act, omission or violation is done by an agent, servant, employee, or officer of the licensee, whether paid or unpaid, the lack of knowledge on the part of the licensee or the lack of authorization for such act or omission or violation shall be no defense;
- f. Any other act or omission with respect to the operation of a business licensed under this article which the STR Code Enforcement Officer shall find to be contrary to the public interest, health or welfare, or which shall render the licensee or the business location unfit for the continued operation of the business.
- g. In the event the STR Code Enforcement Officer shall suspend any license under this article, the suspension shall be for a period of not less than one day or more than one year, within the discretion of the STR Code Enforcement Officer. The STR Code Enforcement Officer shall forward to the city clerk the establishment's license which shall be retained as revoked by the clerk until final adjudication of the suspension of the license by the STR Code Enforcement Officer any license suspended for more than one year shall be considered revoked. The STR Code Enforcement Officer has the authority to permanently revoke a license for good cause shown.
- h. No applicant may apply for a license during any period of suspension or revocation.
- i. The STR Code Enforcement Officer shall have the power to assess civil penalties for any violation of this article after a hearing. For a first violation of any provision of this article, a civil fine shall be at least in the amount of \$150.00 for each violation and no more than \$1,000.00. For a second and any subsequent violation of any provision of this article the civil fine shall be at least in the amount of \$500.00 and no more than \$1,000.00. Such civil fines shall be in addition to any suspension or revocation of a license as provided in this article and in addition to any fines imposed by the Municipal Court of the City of Clarkesville.
- j. Failure to register and obtain a license as a STR or failure to comply to the rules will result in water disconnect until the issue is resolved.

Fees:

Initial Fee new STR - \$250.00

Renewal Fee - \$85.00

COMMERCIAL LEASE AGREEMENT

This commercial lease agreement made this 13th day of November 2023 between **City of Clarkesville**, first party, hereinafter called "Landlord", and **Grace UMC, Clarkesville LLC** second party, hereinafter called "Tenant".

WITNESSETH:

1. **Premises.** The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property, hereinafter called "Premises", to wit:

1547 Washington Street, Clarkesville, Georgia 30523. (Dae's Chapel Church)
Parcel Number 069 031

No easement for light or air is included in these premises.

2. **Term.** To have and to hold the same for a term beginning January 1, 2024 and ending on December 31, 2024, at midnight, unless sooner terminated or herein after provided.

3. **Rental.** Tenant agrees to pay landlord promptly on the 1st day of each month in advance, during the term of this Lease, a monthly rental of Five Hundred dollars (\$500.00). Tenant shall pay a security deposit of Five Hundred dollars (\$500.00).

In addition to fixed minimum rent, all other payments, including but not limited to operating charges and charges for taxes, to be made by Tenant, to Landlord shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such; and Landlord shall have the same remedies for failure to pay same as for non-payment of minimum rent. (Minimum rent, and additional rent is hereinafter sometimes collectively referred to as "rent".) If Tenant shall fail to make any payment of rent when due as required under the applicable provisions of this Lease Tenant shall pay a late charge described in the following paragraph.

If Tenant shall fail to pay, any rent within seven (7) days of the date when due or any additional rent or other monies due under the terms of this Lease when the same is due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of eighteen percent (18%) per annum. Tenant shall in addition, pay as additional rent a late fee of ten percent (10%) of the rent due for processing of late payments paid seven (7) or more days after due.

4. **Utility Bills.** Tenant shall pay water, sewer, gas, electricity, fuel, light, heat, and power bills for leased Premises, or used by Tenant in connection therewith. If Tenant does not pay the same, Landlord may pay the same and such payment shall be added to the rental of the Premises.

5. **Use of Premises.** Premises shall be used for church services. by tenant and for no other purposes. Premises shall not be used for any illegal purposes; or in any manner to create any nuisance or trespass; or in any manner to vitiate the insurance or increase the rate of insurance on Premises.

6. **Abandonment of Leased Premises.** Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for the purpose herein leased until the expiration thereof.

7. **Repairs by Landlord.** Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, exclusive of all exterior doors, and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by negligence of tenant, its agents, employees, or invitees. Landlord gives to tenant exclusive control of premises and shall be under no obligation to inspect said premises.

Tenant shall promptly report in writing to landlord any defective condition known to it which landlord is required to repair, and failure to so report such defects shall make tenant responsible to landlord for any liability incurred by landlord by reason of such defects.

8. *Repairs by Tenant.* Tenant accepts the leased premises in their present condition and as suited for the use intended by tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building and other improvements located thereon, except those repairs expressly required to be made by landlord. Tenant agrees to return said premises to landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

~~9. *Taxes, Tax Payments and Operating Costs.* During each month of the lease term, Tenant shall pay in advance along with its monthly installments of fixed minimum rent and without demand, deduction or setoff, as additional rent to Landlord, Tenant's proportionate share of all costs incurred by Landlord in maintaining, repairing, operating and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder (herein sometimes referred to as the "operating costs"), including, without limitation, the total cost of operating, repairing, lighting, cleaning, maintaining, painting, securing, managing, and insuring (including liability insurance for personal injury, wrongful arrest or detainer, death and property damage; insurance and extended coverage against fire, theft, flood or other casualty; rent insurance; workman's compensation insurance; fidelity bonds for personnel; and plate glass insurance) all real estate, ad valorem and other public charges and assessments of whatsoever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Shopping Center, including, but not limited to, all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies whether general or special, that are levied, charged or assessed against the Shopping Center by any lawful taxing authority whether federal, state, county, municipal, school or otherwise (other than income, inheritance and franchise taxes thereon), plus an administrative cost equal to fifteen percent (15%) of the foregoing costs. Operating costs shall not include costs incurred for items in the nature of a capital improvement.~~

~~Tenant's proportionate share of operating costs shall be computed by multiplying operating costs by a fraction, the numerator of which shall be the number of square feet in the leased premises and the denominator of which shall be the gross leaseable area of the Shopping Center. Tenant shall pay its proportionate share of operating costs in advance on estimates made by Landlord. Tenant shall pay its proportionate share of operating costs in advance based on reasonable estimates made by Landlord from time to time but not more frequently than twice during any calendar year. Estimates shall be revised on or before January 1 of each lease year on the basis of actual operating cost for the preceding year of operation. Should operating costs be underestimated, Tenant shall pay any deficiency along with the payment of minimum rent next due and thereafter pay its adjusted proportionate share of operating costs in equal monthly installments as herein provided. Any excess payments shall be refunded to tenant, without notice or demand, within thirty (30) days after the end of each lease year. Within thirty (30) days after the end of each lease year, Landlord shall provide Tenant with an itemized statement of operating costs incurred for the said lease year.~~

~~Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes, levies and fees of every kind and nature, including, but not limited to, general or special assessments assessed during the Lease term against any personal property of any kind, owned by, or placed in, upon or about the premises by the Tenant and taxes assessed on the basis of Tenant's occupancy thereof.~~

10. *Destruction of, or Damage to Premises.* If Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall commence.

11. *Indemnity.* Tenant agrees to indemnify and save harmless the landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs.

12. **Governmental Orders.** Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord nor Tenant who is obligated to comply with such requirements is privileged to terminate this Lease by giving written notice of termination to the other party, by Registered Mail, which termination shall become effective thirty (30) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in a manner satisfactory to party giving notice.

13. **Condemnation.** if the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

~~14. **Assignment and Subletting.** Tenant may sublease portions of the leased Premises to others provided such sub-lessee's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Tenant shall not, without the prior written consent of landlord endorsed hereon, assign this lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of Premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become indirectly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by tenant shall relieve Tenant of any liability hereunder.~~

15. **Removal of Fixtures.** Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment, which he has placed in Premises, provided Tenant repairs all damage to Premises caused by such removal.

16. **Cancellation of Lease by Landlord.** It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under present or future law, whereby the rent or any part thereof is or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors, or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects there from; and Landlord may forthwith re-enter the Premises and repossess himself thereof, and remove all persons and effects there from, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

17. **Reletting by Landlord.** Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this agreement, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

18. **Exterior Signs.** Tenant shall place no signs upon the outside walls or roof of the leased Premises except with the written consent of the Landlord. Any and all signs placed on the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

19. **Right of Entry.** After reasonable notice (which in non-emergency situations is not less than one (1) day), Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times (which in non-emergency situations is during business hours) to examine the same and to show them to prospective purchasers or tenants of the building or Shopping Center, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. During the six (6) months prior to the expiration of the lease term or any renewal term, Landlord may exhibit the premises to prospective tenants or purchasers. When exercising its rights hereunder, Landlord agrees to take all reasonable steps to minimize any adverse effect on, inconvenience to Tenant or its business in the Premises.

20. **Rules and Regulations.** Tenant agrees to comply with and observe the following rules and regulations:

~~(a) All loading and unloading of goods shall be done only at times, in the areas and through the entrances designated for such purposes by Landlord.~~

~~(b) The delivery or shipping of merchandise, supplies, fixtures to and from the leased premises shall not be subject to such rules and regulations as in the reasonable judgment of Landlord are necessary for the proper operation of the leased premises or Shopping Center.~~

(c) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the leased premises and prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse or garbage, Tenant shall use the same at Tenant's cost, provided said cost is reasonable. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(d) No radio or other similar music or loudspeaker device which can be heard outside the premises shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the leased premises or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.

(e) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner as to be heard or seen outside the leased premises without the prior written consent of Landlord.

~~(f) If the Leased premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.~~

(g) Landlord shall have the right to designate parking spaces for Tenant and Tenant's employees' use. Tenant and Tenant's employees shall park their vehicles only in those parking areas designated for that purpose by Landlord.

(h) The plumbing facilities shall not be used for any other purpose than that for which they are constructed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be born by Tenant, who shall, or whose employees, agents or invitees shall, have caused it.

~~(i) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may reasonably direct and at such intervals as Landlord may require within reason.~~

(j) Tenant shall not burn any trash or garbage of any kind in or about the leased premises or the Shopping Center.

(k) Tenant shall not make noises, cause disturbances or create odors that may be offensive ~~to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees.~~

(l) Subject to Tenant's permitted use of the Premises, Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing, which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred feet (500') of the boundaries of the Shopping Center.

(m) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant's use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes. Tenant agrees to comply with and observe the rules and regulations set forth above. Tenant's failure to keep and observe said rules and regulations shall constitute a default of the terms and conditions of this lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations to the leased premises ~~and the Shopping Center.~~

21. **Tenant's Insurance Coverage.** Tenant shall maintain at its sole expense during the term hereof, public liability insurance covering the premises in an amount of \$1,000,000.00 for injury and/or death to any one (1) person and \$1,000,000.00 for injury and/or death to any number of persons in any one (1) accident and property damage insurance in an amount of \$1,000,000.00 in companies satisfactory to Landlord in the joint names of Landlord and Tenant. Tenant shall also keep in force fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Tenant will cause such insurance policies to name Landlord as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord at least five (5) days prior to the commencement of the term. Should Tenant fail to effect the insurance called for herein, Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord as additional rent following invoice.

Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord that it will give Landlord thirty (30) days prior written notice before the policy or policies in question shall be altered or cancelled.

22. **Effect of Termination of Lease.** No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

23. **Mortgagee's Rights.** ~~Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereafter be, placed upon the premises by Landlord.~~

24. **No Estate in Land.** ~~This agreement shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and no assignable by Tenant except by Landlord's consent.~~

25. **Holding Over.** If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a Tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

26. **Attorney's Fees and Homestead.** If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions that he may have under any law as against any obligation owing under this lease. Tenant hereby

assigns to Landlord his homestead and exemption.

27. **Rights Cumulative.** All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

28. **Notices and Service of Notices.** Any notice, demand, request or other instrument which may be or are required to be given under this lease shall be delivered personally or sent by either United States Certified Mail, postage prepaid, or expedited mail service, and shall be addressed to Landlord at **City of Clarkesville, PO Box 21 Clarkesville GA 30523** or to Landlord at such other address as landlord may designate by written notice to Tenant, and to Tenant at the premise address identified above, or at such other address as Tenant shall designate by written notice to Landlord. Notices shall be effective upon delivery unless delivery is refused or cannot be made in which event notice shall be effective on mailing.

29. **Waiver of Rights.** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

30. **Time of Essence.** Time is of the essence of this agreement.

31. **Definitions.** "Landlord" as used in this lease shall include first party, his heirs, representatives, assigns, and successors in title to premises. "Tenant" shall include second party, his heirs and representatives, and if this lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease.

32. **Special Stipulations.** Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control.

- a. Tenant shall be responsible for the first \$500.00 of HVAC repairs in a calendar year. Landlord shall be responsible for any repairs exceeding \$500.00.
- b. Tenant shall have the option to extend this lease for an additional year beginning January 1, 2025 and ending December 31, 2025. Tenant shall give landlord written notice before October 31, 2024 of intent to extend the lease.

This Commercial Lease Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

In Witness Whereof, the parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered this ____ day of _____ 20__ in the presence of:

Landlord:

Unofficial Witness

Notary Public

Tenant: _____

Unofficial Witness

Notary Public



Certificate of Recognition

PRESENTED TO

JEREMY GATTIS
LOWE'S HEROS PROGARM

IN APPRECIATION OF WORK COMPLETED
TO RESTORE AND IMPROVE THE
CLARKESVILLE COMMUNITY GARDEN

MRS. BARRIE AYCOCK
MAYOR

MR. BRAD COPPEDGE
COUNCIL MEMBER

MR. KEITH DICKERSON
CITY MANAGER

2024 Holiday Schedule

New Year's Day – Monday, January 01, 2024

Martin Luther King, Jr. Day – Monday, January 15, 2024

President's Day – Monday, February 19, 2024

Good Friday – Friday, March 29, 2024

Memorial Day – Monday, May 27, 2024

Juneteenth Day – Wednesday, June 19, 2024

Independence Day – Thursday, July 4, 2024

Labor Day – Monday, September 2, 2024

Columbus Day – Monday, October 14, 2024

Veterans Day – Monday, November 11, 2024

Thanksgiving Day – Thursday, November 28, 2024

Day After Thanksgiving – Friday, November 29, 2024

Christmas Eve – Tuesday, December 24, 2024

Christmas Day – Wednesday, December 25, 2024

2024 Council Meeting Schedule

❖ January 08, 2024

February 05, 2024

March 04, 2024

❖ April 08, 2024

May 06, 2024

June 03, 2024

❖ July 08, 2024

August 05, 2024

❖ September 09, 2024

October 07, 2024

November 04, 2024

❖ December 09, 2024

Council Meetings are held at 6:00 pm.

Council Work Sessions are held at 5:00 pm prior to each Meeting.

❖ Denotes meeting dates that are not the first Monday of the Month