



Agenda
City of Clarkesville
Regular Meeting
6:00 PM July 7, 2025

1. *Call to Order*
2. *Invocation and Pledge*
 - 2a. *Mayor Aycock Will Lead the Meeting in Prayer*
3. *Invited Guests*
 - 3a. *Employee Appreciation Recognition*
4. *Consent Agenda*
 - 4a. *Discuss and Vote to Approve the Following Minutes:*
 - June 2, 2025 Work Session*
 - June 2, 2025 Executive Session*
 - June 2, 2025 Council Meeting*
5. *Committee Reports*
 - 5a. *Finance, Main Street, Fire, ESG, Police, Planning and Zoning*
6. *Unfinished Business*
 - 6a. *Discuss and Vote to Adopt Lighting Ordinance 2025-5*
 - 6b. *Discuss and Vote on Density Changes for Planning Commission Review*
7. *New Business*
 - 7a. *Discuss and Vote on Northeast Georgia Regional Radio Network Intergovernmental Agreement*
 - 7b. *Discuss and Vote to Dispose of the Following Police Vehicles:*
 - 2014 Dodge Charger 2C3CDXAT0EH167873*
 - 2014 Dodge Charger 2C3CDXAT1EH167879*
 - 2017 Dodge Charger 2C3CDXAT2GH247176*
 - 2008 Ford Explorer 1FMEU73E88UB28674*
 - 2010 Ford Explorer 1FMEU7DE5AU08609*

8. *Public Comment*
9. *Consider Going Into Executive Session*
 - 9a. *Council Will Vote Enter Executive Session to Discuss or Vote to Authorize Negotiations to Purchase, Dispose of or Lease Property as Provided in Georgia Code Section 50-14-3(b)(1) (B).*
10. *Adjournment*

OFFICIAL MINUTES
COUNCIL WORK SESSION

June 2, 2025
Minutes
City of Clarkesville
Council Work Session

The Council Work Session was held on Monday, June 2, 2025, at 5:00 PM at City Hall. Those present were Council Member Don Nix, Council Member Rick Wood, Council Member Angelia Kiker, Council Member Brad Coppedge, Council Member Franklin Brown. Mayor Barrie Aycock was absent.

Agenda Item #1: *Call to Order*

Mayor Pro Tempore Franklin Brown called the meeting to order.

Agenda Item #2: *Unfinished Business*

Agenda Item #3: *New Business*

Sub-Item #3a.: *Discuss Additional Rules for the Historic Clarkesville Cemetery*

Council Member Nix explained that the Historic Cemetery board is considering some additional rules for the cemetery. Once finalized, they will be presented to Mayor and Council.

Agenda Item #4: *Open Discussion*

Mr. Dickerson asked Council to schedule a time to meet with him to go over zoning changes.

Council discussed dates for the Annual Retreat. Julie will followup with dates the moderator has available.

Council Member Kiker has talked to residents in the area of Llewallen Street, concerned about the trees that were removed for the new construction homes. She asked if the City could require the builder to replace trees on the properties prior to issuing the certificate of occupancy. Caleb Gaines entered the meeting and said he appreciates the landscaping that has been completed and many trees have already been planted. Mr. Dickerson suggested Caleb ask the builder to plant more trees specifically in the back yards.

Council Member Kiker also updated that Friends of Pitts Park is coming together. Legalities are almost complete, board members are being assigned and donations have already started coming in.

Agenda Item #5: *Public Comment*

Agenda Item #6: *Consider Going Into Executive Session*

Council Member Angelia Kiker made a motion to enter executive session .

Seconded: Council Member Brad Coppedge

Passed (4 - 0)

Agenda Item #7: *Adjournment*

Council Member Angelia Kiker made a motion to adjourn the meeting.

Seconded: Council Member Brad Coppedge

Passed (4 - 0)

Respectfully submitted,

Julie Poole, City Clerk

OFFICIAL MINUTES
REGULAR MEETING

June 2, 2025
Minutes
City of Clarkesville
Regular Meeting

The Regular Meeting was held on Monday, June 2, 2025, 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 was absent.

Agenda Item #1: *Call to Order*

Mayor Pro Tempore Franklin Brown called the meeting to order.

Agenda Item #2: *Invocation and Pledge*

Sub-Item #2a.: *Pastor Grady Walden With Clarkesville Baptist Church will Lead the Meeting in Prayer*

Pastor Walden led the meeting in prayer.

Agenda Item #3: *Consent Agenda*

Sub-Item #3a.: *Discuss and Consider Approval of the Minutes for the May 5, 2025 Work Session and Council Meeting Minutes*

Council Member Rick Wood made a motion to approve the Consent Agenda.

Seconded: Council Member Don Nix

Passed (4 - 0)

Agenda Item #4: *Committee Reports*

Sub-Item #4a.: *Finance, Main Street, Fire, ESG, Police, Planning and Zoning Department Heads presented monthly reports.*

Agenda Item #5: *Public Hearing*

Sub-Item #5a.: *Public Hearing to Present and Discuss Change of City Charter Resolution 2025-2*

Public hearing was called to order. Mr. Dickerson explained the anticipated change to the City Charter. Paul Burchfield at 650 Shoals View asked several questions and spoke freely regarding property taxes, not directly related to the millage rate change. Mayor Pro Tempore Franklin Brown closed the public hearing.

Agenda Item #6: *Unfinished Business*

Sub-Item #6a.: *Discuss and Consider Approval of Resolution 2025-2 to Amend the Maximum Millage Rate in the City Charter*

Council Member Rick Wood made a motion to approve Resolution 2025-2.

Seconded: Council Member Brad Coppedge

Passed (4 - 0)

Agenda Item #7: *New Business*

Sub-Item #7a.: *Discuss House Bills 581 and 92*

New House Bills 581 and 92 require taxing authorities report the estimated roll back on the Notice of Assessment. Since we do not yet have the tax digest, Mr. Dickerson suggests setting last years millage rate as the rollback rate, via Resolution 2025-3.

Sub-Item #7b.: *Discuss and Vote to Approve Resolution 2025-3 to Declare the Estimated Rollback Millage Rate for 2025*

Resolution 2025-3 will be updated to reflect the 100% assessment value equivalent millage rate of 13.57%.

Council Member Rick Wood made a motion to approve updated Resolution 2025-3.

Seconded: Council Member Angelia Kiker

Passed (4 - 0)

Agenda Item #8: *Public Comment*

Agenda Item #9: *Consider Going Into Executive Session*

Executive Session was completed at the Work Session.

Sub-Item #9a.: Council Will Enter Executive Session pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

Agenda Item #10: *Adjournment*

Council Member Rick Wood made a motion to adjourn the meeting.

Seconded: Council Member Angelia Kiker

Passed (4 - 0)

Respectfully submitted,

Julie Poole, City Clerk

City of Clarkesville
(UNAUDITED)

Financial Report - As of May 31 2025					2024
	Budget	Actual	Difference	%Budget	Actual
General Fund					
Administrative Revenue	2,719,081	2,325,853	(393,228)	86%	2,070,404
Main Street	18,600	833	(17,767)	4%	16,232
Fire Revenue	20,000	5,305	(14,695)	27%	0
Planning Revenue	28,000	7,449	(20,551)	27%	13,867
Police Revenue	97,500	66,684	(30,816)	68%	41,168
Streets Revenue	29,226	71,968	42,742	246%	38,023
Hotel/Motel	3,500	2,250	(1,250)	64%	724
ARPA	0	0	0	0%	0
Total General Fund Revenues	2,915,907	2,480,342	(435,565)	85%	2,180,418
Expenses					
Administration	890,944	479,027	(411,917)	54%	345,639
Main Street	209,445	79,872	(129,573)	38%	88,784
Fire	517,020	207,357	(309,663)	40%	203,063
Parks	29,226	8,941	(20,285)	31%	88,337
Planning & Zoning	91,901	36,545	(55,356)	40%	35,934
Police	1,012,305	438,885	(573,420)	43%	395,366
Streets	181,881	76,690	(105,191)	42%	72,384
Total General Fund Expenses	2,932,722	1,327,317	(1,605,405)	45%	1,229,507
General Fund Revenues over Expenses	0	1,153,025	(2,040,970)		950,911
Water/Sewer Fund					
Water Revenues	1,469,230	635,890	(833,340)	43%	594,178
Sewer Revenues	578,000	255,389	(322,611)	44%	273,187
Sanitation Revenues	211,535	92,183	(119,352)	44%	86,305
Total Water/Sanitation/Sewer Revenues	2,258,765	983,462	(1,275,303)	44%	953,670
Administration Expense	1,474,094	615,910	858,184	42%	492,265
Water Plant Expense	380,000	142,934	237,066	38%	164,072
Water Distribution Expense	42,721	34,460	8,261	81%	21,979
Waste Water Plant Expense	90,815	51,160	39,655	56%	36,108
Waste Water Collection	59,600	28,133	31,467	47%	35,791
Sanitation	211,535	95,435	116,100	45%	76,569
Total Water/Sanitation/Sewer Expenses	2,258,765	968,032	1,290,733	43%	826,784
W/S/S Revenues over Expenses	0	15,430	15,430		126,886
Total City Fund Revenues over Expenses	0	1,168,455	(2,025,540)		1,077,797

Fire Total Calls by District

Incident Month/Year	Number of Incidents
Zone/District: (None)	
2025-May	1
Total: 1	
Zone/District: Clarkesville	
2025-January	65
2025-February	56
2025-March	57
2025-April	57
2025-May	45
2025-June	37
2025-July	1
Total: 318	
Zone/District: County	
2025-January	51
2025-February	51
2025-March	25
2025-April	31
2025-May	18
2025-June	20
2025-July	4
Total: 200	
Zone/District: Demorest	
2025-January	3
2025-February	1
2025-March	2
2025-April	2
2025-May	6
2025-June	2
Total: 16	
Total: 535	

Description
Displays up to 1000 Records

Total Incidents	INC. TYPE
INC. TYPE CAT.: 3 - Rescue & Emergency Medical Service Incident	
29	321 - EMS call, excluding vehicle accident with injury
2	322 - Motor vehicle accident with injuries
Total: 31	
INC. TYPE CAT.: 4 - Hazardous Condition (No Fire)	
1	444 - Power line down
1	445 - Arcing, shorted electrical equipment
1	481 - Attempt to burn
Total: 3	
INC. TYPE CAT.: 5 - Service Call	
1	531 - Smoke or odor removal
6	554 - Assist invalid
Total: 7	
INC. TYPE CAT.: 6 - Good Intent Call	
8	611 - Dispatched and cancelled en route
1	6111 - Dispatched and cancelled en route (Fire Alarm)
2	6112 - Dispatched and cancelled en route (EMS)
2	622 - No incident found on arrival at dispatch address
1	651 - Smoke scare, odor of smoke
Total: 14	
INC. TYPE CAT.: 7 - False Alarm & False Call	
1	730 - System malfunction, other
1	743 - Smoke detector activation, no fire - unintentional
2	745 - Alarm system activation, no fire - unintentional
Total: 4	
Total: 59	

Report Filters

Basic Incident Date Time: is between '6/1/2025' and '6/30/2025'

Report Criteria

Basic Incident Type (Fd1.21): Is Not Blank

Description

LIST OF TOTALS BY INDIVIDUAL CALL TYPES

Departmental Activity Report for the Month of June

The following permits were issued for the month of June:

0 Permanent Sign

0 Temporary Sign

0 Plan Review

3 Building

0 Plumbing

1 Electrical

0 Mechanical

1 Tree Removal

2 Demolition – 629 W Louise St & 1284 Washington Str

5 Code Enforcement Action

12 Construction inspections

COs Issued: 3 Residential

Planning Activities: The Planning Commission will be considering the preliminary plat for Village Crest Subdivision. This is the property that was annexed and rezoned on Rocky Branch Rd.

Chapter 26 – Environment

Article IV. OUTDOOR LIGHTING

Sec. 26-150. Purpose.

The purpose of this ordinance is to establish clear and practical guidelines for outdoor lighting throughout the City to promote public safety and support responsible site development. This ordinance is intended to maximize the effectiveness of outdoor lighting, reduce unnecessary upward illumination and spillover onto neighboring properties, minimize glare, conserve energy, and protect views of the night sky. These standards are designed to discourage lighting practices that create a nuisance or diminish the natural nighttime environment.

Sec. 26-151. Applicability.

This ordinance shall apply to any outdoor lighting fixture or luminary that is installed, replaced, or significantly modified after the effective date of this ordinance that is:

- A. Located on property within a commercial or industrial zoning district and is equipped with a lamp which emits 3,000 or more initial lumens emitting no more than 6 Foot Candles at ground level; or
- B. Located on property within a residential zoning district or agricultural zoning district and is equipped with a high intensity discharge lamp, regardless of its initial lumens; or
- C. Any parking lot lighting, sign illumination, building-mounted lighting, floodlights, and decorative exterior lighting.

Sec. 26-152. Standards.

- A. All exterior lights and illuminated signs shall be designed, located, installed and directed in such a manner as to prevent objectionable light at, and glare across, the property lines and disability glare at any location on or off the property. The "maintained horizontal illuminance recommendations" set by the Illuminating Engineering Society of North American shall be observed.
- B. All parking area lighting will be full cut-off type fixtures.
- C. Uplighting is prohibited. Externally lit signs, display, building and aesthetic lighting must be lit from the top and shine downward. The lighting must be shielded to prevent direct glare and/or light trespass. The lighting must also be, as much as physically possible, contained to the target area. Internally lighted signs are acceptable.

Sec. 26-154. Exempt outdoor lighting and related acts.

The following outdoor lighting and related acts shall be exempt from the requirements of these outdoor lighting regulations:

- A. Lighting which is not subject to this chapter by state or federal law. Lighting used by law enforcement, the Fire Department, and lighting used for security purposes by the City of Clarkesville Police Department or the Habersham County's Sheriff's Office.
- B. Construction, agricultural, emergency or holiday decorative lighting, provided that the lighting is temporary, and is discontinued within seven days upon completion of the project or holiday for which the lighting was provided.
- C. Lighting of the United States of America flag, State of Georgia flag, and other non-commercial flags expressing constitutionally protected speech.
- D. Security lighting controlled by sensors which provides illumination for 15 minutes or less.
- E. The replacement of an inoperable lamp or component which is in a luminary that was installed prior to the date of adoption this chapter which will not otherwise substantially modify the luminary.
- F. The replacement of a failed or damaged luminary which is one of a matching group serving a common purpose which will not otherwise substantially modify the luminary.

**STATE OF GEORGIA
HABERSHAM COUNTY**

**NORTHEAST GEORGIA REGIONAL RADIO NETWORK
INTERGOVERNMENTAL AGREEMENT
CITY OF CLARKESVILLE, GEORGIA**

An intergovernmental agreement permitting the use of Habersham County's Northeast Georgia Regional Radio Network by the City of Clarkesville, Georgia for public safety and public service radio communication.

This Agreement is entered into as of the date of the last signature hereto ("Effective Date") between Habersham County, Georgia, by and through the Habersham County Board of Commissioners, a body politic and corporate ("COUNTY"), with its principal offices at 130 Jacob's Way, Clarkesville Georgia 30523, and the City of Clarkesville, a municipal corporation organized under the laws of the State of Georgia acting by and through the City Council of the City of Clarkesville, hereinafter referred to as ("USER"), with its principal offices at 123 North Laurel Drive, Clarkesville, Georgia 30523. This Agreement is created under the existing laws of the State of Georgia and the Federal Communications Commission.

WHEREAS, The COUNTY owns and maintains a Project-25 Phase II Public Safety 700/800 MHz trunked radio communications system [known as the Northeast Georgia Regional Radio Network ("NGRRN" or "System")] that provides radio and data communications coverage for areas within the boundaries of Habersham County, and

WHEREAS, the USER desires to utilize the COUNTY'S System for public safety radio communications, and

WHEREAS, the COUNTY's System will provide interagency radio communication between the COUNTY and USER, and

WHEREAS, Part 90 of the Federal Communications Commission Rules and Regulations promote the use of interagency interoperability, and

WHEREAS, the USER agrees to compensate the COUNTY for operational cost of the System radios, infrastructure and terminal equipment beginning August 1, 2025 and in subsequent years as set forth as part of this Agreement, and

WHEREAS, the USER agrees to abide by the rules and regulations set forth by Part 90 of the Federal Communication Commission Rules and Regulations for public safety radio communications, specifically including the NGRRN Communication System, User

Equipment and Encryption Key Management Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto, and

WHEREAS, units of local government are authorized and encouraged to enter into intergovernmental cooperation agreements pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, and

WHEREAS, the COUNTY and the USER have determined that it is in the best interests of their respective residents and taxpayers to execute this Agreement.

NOW, THEREFORE, BE IT RESOLVED, both parties agree that the above and foregoing recitals are incorporated by reference as if fully set forth herein and further agree herein as follows:

AGREEMENT

1. Use of the System

USER wishes to utilize the COUNTY's NGRN Public Safety Radio Communications System for its public safety radio communications coverage and to establish interagency communication with the COUNTY. USER agrees to utilize the system in accordance with the rules and regulations of the FCC, the COUNTY (including the Communication System, User Equipment and Encryption Key Management Plan attached hereto), and the State of Georgia and will operate the system in a professional manner and only for USER's official business purposes. The COUNTY will not be responsible for additional coverage requirements as the USER's needs may grow, but will allow the USER to purchase, at the USER's expense, additional infrastructure to increase the USER's indoor coverage to designated critical facilities or buildings (e.g. distributed antenna system, bi-directional amplifier, and satellite receiver site) to the extent that such is reasonably available as determined by the County pursuant to paragraph 3.1 hereof.

2. Equipment Requirements

2.1 USER shall purchase equipment, at the USER's expense, which will allow access to the COUNTY's System. The USER shall only utilize portables, mobiles, control stations, MDTs, and accessories that meet the specifications established for the System. All USER radios must be capable of being disabled remotely by the COUNTY. USER shall be solely responsible for purchasing equipment appropriate and necessary for its purposes and shall be responsible for determining whether its equipment will be operational on the COUNTY's System. Any incompatibility of equipment obtained by USER will be at USER'S sole risk, responsibility and expense.

2.2 The COUNTY may voluntarily make upgrades or other changes to the COUNTY's System and will have the sole discretion to update or change the system, subject to the following: 1) a good faith duty to discuss with USER, at least 90 days prior to enactment of any changes or

upgrades contemplated by this section, the reason, nature, and costs thereof; and 2) no upgrade or change shall violate the terms of this Agreement so long as it remains in full force and effect.

3. System Access

3.1 USER may request additional radio units by making formal application with supporting documentation of need to the Habersham County EM Director or designee. The EM Director or designee, in reviewing an application, will take into account system loading, airtime usage, and number of system buses, and will make a decision based on maintaining the efficiency of the COUNTY's system for all users.

3.2 USER guarantees that all persons operating subscriber units will be adequately trained in the use of the radio system. USER further guarantees that all operators will comply with all federal, state, and county laws, codes, regulations and ordinances. Alleged violations of any applicable law will be reviewed by the EM Director after providing written notice of the alleged violation to the USER, and providing an evidentiary hearing meeting due process standards, and following due process hearings. Upon finding that a violation has occurred, the EM Director or his designee shall have the authority to remove a unit(s) from the system, place the USER on probation or take other reasonable action. Persistent violations or misuse of the System may result in the USER being removed entirely from the System. The removal of a USER from the System may be initiated by: 1) the Habersham County EM Director; or 2) USER, in the event that USER desires to leave the System and provide its own public safety radio communications system upon termination of this Agreement.

4. Infrastructure Usage Fees and Terms

USER will pay the COUNTY an operational fee ("Usage Fee"), which is to be paid in accordance with the payment procedure set out upon Exhibit "B". The Usage Fees for USER's access and use of the System are set forth in attached Exhibit "C" entitled Habersham County NGRN Inter-Agency Agreement Fee Schedule ("Fee Schedule"). Usage Fees will be calculated based on the number of subscriber units accessible to USER for the year. The Usage Fees may adjust from year to year in accordance with the Cash Flow Analysis attached hereto as Exhibit "D". Notice of any adjusted Usage Fee will be furnished at least 60 days prior to billing. COUNTY will also furnish USER with an annual budget projection for the upcoming fiscal year by June 1 of each year this Agreement is in effect. Both parties agree to the amounts set forth in the Fee Schedule (Exhibit "C") for the initial calendar year. USER agrees to pay the fees listed in the Fee Schedule within 60 days of billing. Failure to timely pay may result in termination of the within Agreement. The COUNTY shall bill the USER on an **annual/monthly** basis at least 30 days before the due date.

5. License

COUNTY shall, as part of this Agreement, hold and maintain a valid Federal Communications Commission license to operate the Habersham County System. USER agrees to operate under and comply with all specifications, limitations, requirements, and conditions of the

COUNTY's license. USER agrees that the COUNTY's System Administrator shall monitor all communication on the System to ensure compliance with Part 90 of Title 47 the Code of Federal Regulations (Private Land Mobile Radio Services). After an evidentiary hearing meeting due process standards, should misconduct be determined to have occurred, then the Administrator reserves the right to rectify any misconduct constituting a violation of Part 90 of the Code of Federal Regulations so as not to jeopardize the COUNTY's FCC license. USER agrees that the exercise of a remedy for any such misconduct rests entirely within the discretion of the Administrator. USER also agrees and understands that said remedies may include an immediate cessation of service.

6. Non-interference

USER agrees and warrants that its use of the Habersham County NGRN will not cause interference to or with other users of the System. USER also agrees not to install any infrastructure that will cause coverage interference to the System. Any equipment, devices or subscriber units which may cause interference on the COUNTY's System shall be immediately taken out of service and repaired by USER. USER will be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment or unit.

7. Termination

7.1 This agreement will commence upon the Effective Date and continue until June 30, 2026 (the "initial term"). At the expiration of the initial term this Agreement will automatically renew for consecutive one-year terms until terminated by either party by providing at least 30 days written notice to the other party prior to the commencement of any subsequent renewal term.

7.2 Additionally, either party shall have an absolute right to terminate this agreement without cause upon 60 days written notice to the other. This provision shall survive the termination of this Agreement.

8. Warranties and Indemnification

8.1 EXCEPT AS SET FORTH ABOVE, COUNTY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall COUNTY be liable to USER or any other party for any indirect, incidental, special or consequential damages, attributed to any malfunction of the System, regardless of the cause of action arising out of or in connection with a party's performance under this Agreement, even if a party has been advised of the possibility of such damages. The parties waive any claims for punitive or exemplary damages arising out of this Agreement. Either party's liability for claims brought under this Agreement or relating to users of the System, regardless of the form or cause of action, will be limited to direct damages, which will not exceed the amounts paid hereunder. Any legal action arising from or in connection with any defect or failure in the performance or nonperformance of any service provided by COUNTY, must be brought within one year after the event giving rise to such action. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8.2 USER agrees to defend themselves in any actions or disputes brought against the USER in connection with or as the result of this Agreement and agrees to defend, indemnify and hold COUNTY harmless and free from liability of any kind whatsoever resulting from the acts or conduct of the USER, its agents or representatives, or employees in the performance of this Agreement or in the furtherance thereof to the extent allowed by Georgia law.

8.3 COUNTY agrees to defend themselves in any actions or disputes brought against the COUNTY in connection with or as the result of this Agreement and agrees to defend, indemnify and hold USER harmless and free from any liability whatsoever resulting from the acts or conduct of the COUNTY, its agents and representatives, or employees in the performance of this Agreement or in the furtherance thereof.

9. Notices

Notices given by one party to the other under this Agreement will be in writing and will be delivered personally, sent by express delivery service, certified mail or first class U.S. mail postage prepaid and addressed to the respective parties as follows:

For County:	Habersham County Board of Commissioners 130 Jacob's Way Clarksville, Georgia 30523
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For City:	City of Clarksville P. O. Box 21 Clarksville, Georgia 30511
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or to such other address as either party designates by proper notice. Notices will be deemed given as of the earlier of a) the date of actual receipt, b) the next business day when notice is sent via express mail or personal delivery or c) three days after mailing in the case of first class or certified U.S. mail.

10. Assignment

Neither party will assign any right or obligation under this Agreement without the other party's prior written consent. Any attempted assignment will be void.

11. Force Majeure

Neither party, nor their respective employees or agents, will be liable in any way for delays, failure in performance, loss or damage due to any force majeure conditions including, but not limited to, labor strikes or labor disputes, acts of God, civil riot

restrictions by government authority, and any other causes beyond that party's reasonable control.

12. General

- (a) Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right hereunder will not be construed as a continuing or future waiver of such term, condition, right or privilege.
- (b) No third party shall have any rights under this Agreement as a third-party beneficiary.
- (c) The parties represent that they have all requisite authority (corporate and otherwise) to enter into and perform the obligations under this Agreement.
- (d) The rights and remedies set forth in this Agreement shall be the exclusive remedies, regardless of the cause of action, for the breach of this Agreement.
- (e) Each party shall comply with all federal, state and local laws, rules and regulations applicable to its performance under this Agreement.
- (f) If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a mutually agreeable valid and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

13. Entire Agreement

This Agreement and the exhibits referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof superseding all previous understandings and communications, oral and written, between the parties. This Agreement may not be modified, except by an instrument in writing signed by a duly authorized representative of each of the parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any invoice, purchase order or any other such document subsequently submitted by either party hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative as of the date of the last signature below.

SIGNATURES OF THE PARTIES FOLLOW ON THE NEXT PAGE

Date: _____

HABERSHAM COUNTY, GEORGIA

Attest:

Brandalin Carnes
County Clerk

Chairman Jimmy Tench
Habersham County Board of Commissioners

Date: _____

CITY OF CLARKESVILLE, GEORGIA

Attest:

City Clerk

Mayor

EXHIBIT “A”

Northeast Georgia Regional Radio Network Communications System, User Equipment, and Encryption Key Management Plan

Habersham County has lawfully established a Public Safety Communications System to provide Land Mobile Radio Communications to local emergency responders throughout the county. It has been determined that public safety communications can be more efficiently carried out thorough consolidation of the infrastructure, frequencies, equipment, and overall backbone of the public safety communication system. Habersham County Emergency Management and 911 are responsible for public safety communications, dispatching all emergency responders throughout Habersham County.

1. Definitions and Terms

“Agency Head” means the designated administrator for each agency with a signed user agreement.

“BOCC” means the Habersham Board of County Commissioners

“Certificate of Authority (CA)” means an approved end user agency on the System

“Digital Certificate” means a protected encrypted key used by the management team to authorize/activate encryption on a user radio.

“EM Director” means the Habersham County Emergency Management Director.

“Franklin” means Franklin County.

“Habersham” means Habersham County.

“Management Plan” means the NEGRRN Communications System, User Equipment and Encryption Key Management Plan.

“Management Team” means a team developed by the County that will include the Radio System Administrator and subcontractors managing the Habersham County Communications System.

“NEGRRN” means the Northeast Georgia Regional Radio Network.

“Public Safety Communications System (System)” means a lawfully established public safety communications system to provide land mobile radio communications to the local emergency responders throughout Habersham County.

“Radio System Administrator” means the Habersham County employee designated to manage the two-way radio system.

“Talk Groups” means a virtual channel that allows specific groups of users to communicate independently within a shared network.

2. Consolidation of System

The NEGRRN shall be hosted and maintained by Habersham County. The County will own all equipment required to maintain the infrastructure of the Core Communications System. Any end user subscriber devices included on the system shall be the responsibility of the end user agency. Any additional infrastructure added to the system for the purpose of extending coverage for end users shall be the responsibility of the end user agency after approval by the EM Director.

2.1. Authority for operations

- 2.1.1. All radios and devices used on the Northeast Georgia Regional Radio Network must be owned and controlled by a government agency or commercial business with approved access to the Communications System. At no time will a device owned by a private individual be allowed. It is the responsibility of the owning agency to maintain control of assigned radios and devices.
- 2.1.2. Each agency shall be responsible for their agency’s operations on the Northeast Georgia Regional Radio Network.
- 2.1.3. The Radio System Administrator shall be responsible for the day-to-day radio infrastructure operations and System maintenance, which shall, except as otherwise expressly provided in this plan, be controlled by the policies and procedures of Habersham, which shall be amended to accommodate the unique tactical and operational protocols of all participating agencies.
- 2.1.4. Emergency Management in conjunction with the BOCC shall establish standard radio user guidelines and procedures.

2.2. Incorporation of Services protocols

The agency(s) will continue to maintain complete control over their respective operations, and nothing contained herein shall be deemed to transfer or relinquish that control to any other entity or party to this plan.

2.3. Management Team Role

- 2.3.1. Habersham through the Radio System Administrator will provide day-to-day system management.
- 2.3.2. The System Management Team will provide System maintenance, System reports, fleet map and user profile management, LMR subscriber unit research and recommendations as well as a day-to-day user radio programming.
- 2.3.3. The Management Team will utilize contractors or other subject matter experts to facilitate management of the system as needed.

3. Communications System Infrastructure

- 3.1. System design is detailed in the “As built plans” provided by Communications International.
- 3.2. Any entry to System shelters, buildings, or equipment rooms shall be logged by the Habersham 911 Dispatch Center (Dispatch). All initial entries and final exits shall be called into Dispatch to be logged. When notifying Dispatch, the caller must state their name, company of employment, and immediate contact number when entering the shelters, buildings, or equipment rooms.

4. User/Subscriber Radios- Minimum operational characteristics

Any subscriber radio accessing the Northeast Georgia Regional Radio Network must have the following minimum capabilities and be authorized by the Radio System Administrator. All radios on the system must meet the requirements in this section. All radios operating in phase 1 FDMA mode must operate in phase 2 TDMA mode and be configured for Multi-Key AES encryption by the original date of connection to the System.

- 4.1. Must be P25 capable of meeting FCC Part 90 and all FCC rules.
- 4.2. All radio equipment must comply with APCO recommendations and EIA/TIA standards for Project-25 Phase I & II. Public Safety 700/800 MHz trunked radio systems.
- 4.3. Must be Phase II TDMA enabled.
- 4.4. Must be federally approved AES-256 multi-key encryption capable.

- 4.5. Non-public safety users may request a permanent exemption from encryption capabilities. The request must be submitted to the Radio System Administrator for approval.
- 4.6. Any temporary radio use, such as use on unencrypted event channels, may be exempt from required encryption capabilities, but requires approval from the Radio System Administrator.
- 4.7. The Radio System Administrator has the authority to disable any radio on the system. Killing, or stunning the radio may be used as a last resort to remove radios from destructive operations.
- 4.8. The system fleet map will provide “event” Talk Groups (event for non-public safety and event for public safety) to allow simultaneous incidents to occur and be managed separately. There are also two unencrypted mutual aid Talk Groups provided that may be used by neighboring agencies to communicate with Habersham.
- 4.9. All public safety agencies joining the NEGRN must include the following as part of their programming fleet map to ensure communications across all agencies and communities in Habersham.
 - 4.9.1. The “event 3 and event 4” talk groups will be unencrypted.
 - 4.9.2. All agencies, regardless of public safety status, will be required to have the “event” Talk Groups provided in all system devices.
 - 4.9.3. All police, fire, and EMS agencies will have the two unencrypted mutual aid Talk Groups.
 - 4.9.4. The standard encryption key will only be changed upon direction of the Radio System Administrator and the System committee.
 - 4.9.5. Any change in encryption keys will be initiated by the user agency, reviewed by the Management Team and authorized by the Radio System Administrator and System committee.
- 4.10. The system may have an individual or a combined dispatch talk group.
 - 4.10.1. If an individual requests that this talk group will have a “Public” in nature status, it will become open to monitoring by scanners. If no standard encryption is used, it will be available to the public.
 - 4.10.2. Public Talk Groups will be at the discretion of the BOCC.

4.11. After the initial system deployment, subscriber devices capable of only a single key encryption or that do not otherwise meet the technical requirements hereof are subject to the following requirements.

4.11.1. Any exemption must be submitted to the Radio System Administrator for review and approval by the Management team.

4.11.2. If an exemption to the subscriber radio minimum requirements is granted by the Management Team, these additional subscriber radios must be upgraded to Phase II and multi-key encryption capable operations within 12 months of obtaining a system ID.

4.11.3. If devices cannot be acquired by the end of this 12-month period, that agency must resubmit its request for an exemption for use on the NEGRRN.

5. New Users and Devices

5.1. All devices on the NEGRRN must be owned by an agency as stated in section 2.1.1.

5.2. Each new system user must complete and submit a signed agreement to the Radio System Administrator. The Management Team will review and research system capabilities, coverage, fleet map and user ID's.

5.3. The Radio System Administrator will provide final review of the agreement

5.4. Subscriber radios other than those purchased through the Habersham radio contract must be approved prior to issuing a radio ID on the system.

6. General Radio Programming and Installation Standards

6.1. The Management Team will be responsible for the development of radio programming templates, fleet map, talk groups and profiles associated with the creation of programming files and programming of all radios.

6.2. Subscriber programming shall only be done by an authorized member of the Management Team or authorized vendor as defined in section 7.1.

6.3. Prior to the programming and distribution/installation of all equipment a template review, one each per radio template, shall be submitted to the Radio System Administrator for review and approval.

6.4. It is the responsibility of the Radio System Administrator to ensure that all available state and local interoperability Talk Groups are included in the programming templates, as appropriate.

6.5. This review and approval shall be completed within 20 business days of the submission of the radios.

- 6.6. Each agency shall be responsible for programming costs. Radios purchased under the L3 Harris contract will be programmed the initial two times as provided in the contract.
- 6.7. The first programming activity will be prior to the initial deployment; the second programming activity will be after radio deployment and operational use.
- 6.8. For radios ordered on the Communications International contract the Management Team will:
 - 6.8.1. coordinate the initial ordering, delivery, and inventory of all required subscriber equipment.
 - 6.8.2. supervise template development and programming activities.
 - 6.8.3. assist in coordinating mobile radio, mobile charger, and control station installations.
 - 6.8.4. assist agencies when trying to resolve programming and/or installation issues, coordinate user training.
- 6.9. A master list of all equipment, serial numbers with associated user IDs will be maintained by the Radio System Administrator. Any authorized shops will provide the Management Team with all required information.

7. Radio Programming Management

- 7.1. All programming will be done by an authorized service shop (or allocated Habersham personnel) with a signed agreement between that programmer/ shop and Habersham.
- 7.2. Any requested or utilized Talk Group or channel used in the radio must have an agreement from the agency owning that Talk Group or channel. This agreement must specifically authorize the receiving agency to add the Talk Group or channel to be programmed in the radio. This request should be submitted by the department head with an official memo or email.
- 7.3. Any new or updated Alias request for radio ID must be submitted by the requesting department head to the Radio System Administrator and the Management Team with an official memo or email.
- 7.4. Alias naming is the prerogative of the owning agency. However, it must follow standard structure.
 - 7.4.1. The change of a radio user also requires an updated alias associated with that new user.
 - 7.4.2. All Alias information (whether new or an update) must be submitted to the Radio System Administrator and Management Team, which will disseminate that new Alias to the communications supervisor to be updated within the system, when and if approved.
 - 7.4.3. All requests will be emailed to Habersham County Radio System Administrator and Management Team.

7.4.4. Naming of Talk Groups, and their Aliases, are also at the discretion of the owning agency. Talk Groups must be submitted in three formats:

- 7.4.4.1. One format containing seven or fewer characters. (Example: ABCdeFg)
- 7.4.4.2. A second format containing 11 or fewer characters. (Example: MF PD Disp)
- 7.4.4.3. A third format that is a full named description of that Talk Group (Example: Habersham County Fire Department Dispatch)

8. Fleet map and Programming Management Definitions

- 8.1. It should be noted that radio vendors utilize terminology that may overlap and apply to different items between the vendors. An example of this is with the word "Personality".
 - 8.1.1. In an L3Harris radio, a personality is defined as the overall programming for the radio. A profile is defined as an individual agency's program configuration, which may join other agencies with a single radio.
 - 8.1.2. For a Motorola Solutions radio, a code plug is defined as the overall programming for the entire radio. A personality is an individual agency's program configuration, which may join other agencies within a single radio. Therefore, the code plug may consist of multiple personalities¹.

9. Encryption

9.1. Encryption Key Management Overview

If not done properly, Encryption Key Management can lead to compromise and disclosure of private keys plus compromise of the data. Users may understand it's important to encrypt electronic communications, but they may not be familiar with minimum standards for the protection of encryption keys.

9.2. Purpose

This policy outlines the requirements for protecting encryption keys that are under the control of end users. These requirements are designed to prevent unauthorized disclosure and subsequent fraudulent use. The protection methods outlined will include operational and technical controls, such as key backup procedures, encryption under a separate key and use of tamper-resistant hardware.

10. Public Access to Private Information

¹ It should be noted that for Motorola Radios revision control includes deleting code plugs that are more than two revisions back.

10.1. Any radio or device that is programmed and authorized on the Northeast Georgia Regional Radio Network will not be utilized to provide information to public sources. All communications on the system are considered critical, private, and sensitive.

10.1.1. No communications data or voice communications on the Northeast Georgia Regional Radio Network will be made public through external websites, media sources, or any other entity without approval by the EM Director.

10.1.2. No programming information or encryption keys will be provided to any agency, individual, or organization for radio equipment or devices without the written approval of the EM Director and the Management Team.

10.1.3. Any radio equipment or device purchased or obtained for use on the Northeast Georgia Regional Radio Network will be owned by an agency authorized on the system. No individually, privately or commercially owned equipment is allowed without written authorization from the EM Director and the Management Team.

11. Policy Compliance

11.1. Compliance

The Radio System Administrator and Management Team will verify compliance with this policy through various methods including, but not limited to, periodic walk-throughs, business tool reports, internal and external audits, and feedback to the EM Director.

11.1.1 Exceptions

Any exception to the policy must be approved by the Radio System Administrator and the Management Team in advance.

11.1.2 Non-Compliance

Upon notification of non-compliance, the Radio System Administrator and Management Team will research and report the violation to the EM Director. The Radio System Director will review the information and report it to the user's agency. In the event of an immediate threat to the system, the Radio System Director can disable a user's access to the system.

12. Maintenance Responsibilities

To maintain the performance and reliability of the communications system it is vital that all equipment and user radios are in good repair and properly maintained.

12.1. Northeast Georgia Regional Radio Network

The Management Team is responsible for maintaining the communication sites including towers, buildings, transmitter equipment, microwave system, AC units, generators, and other ancillary equipment.

12.2. Users and Agencies

All radios and devices that are used on the communications system must meet the following maintenance guidelines.

12.2.1. Each radio must be kept in good repair when used on the system.

12.2.2. Each radio must have preventive maintenance performed on an annual basis or at intervals required by the equipment vendor.

12.2.3. Documentation must be provided to the Management Team to verify that each radio or equipment maintenance is current.

12.2.4. Failure to properly maintain radio equipment could result in the radio being disabled in the system.

13. Minimum Radio Technical Specifications

All radio equipment and devices purchased or obtained for use on the NEGRN must meet the following specifications. Any deviations from these specifications must have written approval from the Radio System Administrator and the Management Team.

13.1. Mobile Radio Equipment

All proposed mobile radio equipment shall comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

13.1.1. Incorporate heavy-duty construction, weather-sealed enclosures and weather-sealed controls to meet Military Standard 810 C, D, E and F for water, shock, vibration, dust, humidity and high/low temperature performance.

13.1.2. Allow operations on Project-25 trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.

13.1.3. Be capable of front ("dash") mount and rear mount ("split"), and dual control-head with single rear mount radio unit. Rear mount radios may require weatherproof control heads, speakers, microphones and other accessories (specifically for fire operations or motorcycles).

13.1.4. Possess corporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/Talk Group/mode selection, incoming user ID and Emergency ID, call alerts, and operational status such as scan and channel busy.

13.1.5. EMERGENCY priority button required on mobile radio control panels to initiate an emergency priority call. This button, while required to be available, is not required to be programmed.

13.1.6. All proposed public safety mobile radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256-bit encryption, to provide security during transmission

and reception of sensitive communications. Any deviation from this encryption standard must be approved by the management team.

- 13.1.7. The mobile radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user of excessive transmission length. Time out timer should automatically disable the radio's transmitter after a predetermined period; thereby eliminating talk group/channel interference caused by either a defective speaker/microphone or PTT button.

13.1.8. Minimum Mobile Radio Electrical Specifications

Channel Capacity: 1024 Talk Groups

Talk Group Capacity: 16 Talk Groups per system/mode/zone

Primary Input Voltage: 11 to 16VDC, negative ground

Environmental: MIL-STD 810 C & D minimum for all users, with E & F additionally for public safety users, for shock, vibration, humidity and high/low temperature.

13.1.9. **Mobile Transmitter Specifications**

Frequency Range: 700/800 MHz RF

Output Impedance: 50 ohms

Output Power: Sufficient power to achieve required coverage but not less than 15 watts

Channel Spacing: 12.5/6.25 KHz

Modulation: 11K0F3E; 8K10F1E; 16K0F1E; 8K10F1D; 8K10F1W
Duty Cycle (EIA): Transmitter 20%

Mobile Receiver Specifications

Channel Spacing: 12.5/6.25 KHz

Sensitivity: 20dB SINAD, 0.35 microvolts - 5% BER 0.35 microvolts

Audio Output: 10 watts, no more than 3% distortion at 1KHz

Duty Cycle (EIA): Receiver 100%

13.2. Portable Radio Equipment

All proposed portable radio equipment must comply with APCO recommendations and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.2.1. Heavy duty construction and weather-sealed cases to meet Military Standards 810 D, E and F for shock, vibration, dust, humidity, high/low

temperature and blowing rain. Additionally, must meet FM 3640 Certification and Class 1 Division 1 (for hazardous / explosive environments)

- 13.2.2. Allow operations on Project-25 trunked and/or conventional (analog/ Project-25) systems with priority scan of talk groups or channels.
- 13.2.3. Separate, top-mounted rotary controls with positive stops for Volume and Channel (Talk Group) selection.
- 13.2.4. Incorporate electronic, alphanumeric (minimum seven characters) display to provide visual indication of system availability, channel/talk group selected, incoming user ID, call alerts and operational status such as scan, transmit or low battery.
- 13.2.5. Non-protruding PUSH-TO-TALK switch, which would prevent accidental transmitter operation or damage to the switch caused by impact. The radio shall transmit a programmed user ID when the PUSH-TO-TALK is activated.
- 13.2.6. Protected EMERGENCY button to allow easy access when needed but incorporating an ergonomic design whereby the emergency function could not be accidentally activated.
- 13.2.7. Portable radios may have a "hot mic" feature that activates the radio's microphone when the EMERGENCY button is pushed (for a minimum of 10 seconds). Activation time shall be programmable.
- 13.2.8. The portable radio shall include a Transmit Time-Out Timer, set to 60 seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.
- 13.2.9. All proposed public safety portable radios shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications.
- 13.2.10. User programmable audio alert in the event of loss of control channel.
- 13.2.11. Electrical Specifications

Channel capacity: 1024 Talk Groups

Talk Group Capacity: 16 per system/mode/zone

Shock, Vibration, Humidity: Shall meet or exceed MIL STD 810 C, D, E and for high/low temperature and blowing rain.

Frequency Range: 700/800 MHz minimum

13.2.12. Portable Radio Transmitter Specifications

RF Output Impedance:	Sufficient power to achieve required coverage, but not less than 2.5 watts
Modulation:	11K0F3E;8K10F1E;16K0F3E; 8K10F1D;8K10F1W

13.2.12. Portable Radio Receiver Specifications

Channel Spacing:	12.5/6.25 KHz
Sensitivity:	20 dB Quieting 0.35 microvolts - 5% BER 0.35 microvolts

13.3. Control Station / Interop Radio Equipment

A Control Station is defined as a mobile radio configured for indoor, desktop use. It shall include a mounting base (with integral speaker, if required), base station microphone, AC power supply, and external antenna.

All proposed Control Station equipment must comply with APCO recommendation and EIA/ TIA standards for Project-25 Phase II, Public Safety 700/800 MHz trunked radio systems. The following minimum capabilities should exist:

- 13.3.1. Available either as integrated 120V AC-powered desktop package or a remotely located, AC-powered radio package with separate "handset" type of desktop control unit.
- 13.3.2. Control stations and control units shall have optional provision to operate from a standby 12V DC source (battery) upon failure of AC power.
- 13.3.3. Capable of local and remote-control operation (accessory connector).
- 13.3.4. Allow operations on Project-25 Phase II trunked and conventional (analog/Project-25) systems with priority scan of talk groups or channels.
- 13.3.5. All proposed public safety control stations shall be capable of multi-key digital voice encryption, using P-25 Phase II vocoder technology and federally approved AES-256 bit encryption coding, to provide security during transmission and reception of sensitive communications
- 13.3.6. Incorporate electronic, alphanumeric displays (minimum of seven characters) to provide visual indication of system availability, channel/talk group selection, incoming user ID and Emergency ID, call alerts and operational status such as scan and channel busy.
- 13.3.7. The Control Station shall include a Transmit Time-Out Timer, set to 60 Seconds, to warn the user that the radio may be transmitting longer than a predetermined time limit and then disable the transmitter.

- 13.3.8. Control Station radios shall provide a contact closure/open collector output connection that activates when a "page alert" is received.
- 13.3.9. Control Station packaging shall incorporate sufficient electro-magnetic shielding of radio and power supply components to allow multiple control stations to be located at the same site without causing unit-to-unit interference.
- 13.3.10. Control Stations shall be installed with exterior antennas of a type and gain rating sufficient to provide acceptable operation. Interior "mag mount" antennas shall not be used without specific approval from Management Team.
- 13.3.11. Control Station specifications will be the same as the Mobile Radio specifications listed in section 13.1.

14. Revision History Requirements

All revisions made to this document after the published date will be documented in this section. All revisions will be made and documented by the EM Director and the Management Team. The documented information will include the following

- The date of the revision.
- The section number that contains the revision.
- And a summary and information pertaining to the revision.

14.1. Revision Document History

15. Authorized and Preferred Maintenance Shops

The following radio service shops are approved to provide maintenance to all radios on the Northeast Georgia Regional Radio Network.

Communications International:	Radio Manufacture: L3/Harris
Mobile Communications America	Radio Manufacture: Motorola Solutions

EXHIBIT "B"

EXHIBIT “C”

EXHIBIT “D”