



Agenda
City of Clarkesville
Regular Meeting
6:00 PM November 10,
2025

1. *Call to Order*
2. *Invocation and Pledge*
 - 2a. *Pastor David Stancil with Hills Crossing Baptist Church Will Lead the Meeting in Prayer*
3. *Consent Agenda*
 - 3a. *Discuss and Consider Approval of the October 6, 2025 Council Meeting*
 - 3b. *Discuss and Vote to Approve the Following Alcohol License Renewals*
 - *Panito Group Inc dba Gulf Food Mart*
 - *Clarkesville Food LLC dba Taxaco Food Mart*
 - *El Jinete #3 Inc*
 - *North Georgia Liquor Inc dba Clarkesville Package Store*
 - *Juhan Song Inc dba The Attic*
 - *Ohm Sai Shiv LP dba Shake N Go*
 - *Rupakot LLC dba USA Shop*
 - *Room 227 LLC dba The Copper Pot*
 - *TRS 316Pie LLC dba Your Pie*
4. *Committee Reports*
 - 4a. *Finance, Main Street, Fire Department, ESG, Police Department and Planing and Zoning*
5. *Unfinished Business*
6. *New Business*
 - 6a. *Recognition of Lowe's for Work Completed on the Greenway Trail*
 - 6b. *Recognition of John Lunsford for His Service on the Housing Authority Board*
 - 6c. *Discuss and Vote to Approve the Inframark Amendment 2 Agreement*
 - 6d. *Discuss and Vote to Approve the Georgia Department of Transportation Contract Agreement*
 - 6e. *Discuss and Vote to Approve Resolution 2025-7 GDOT Contract Item Agreement*

6f. *Discuss and Vote to Approve Resolution 2025-6 Emergency Management*

7. *Public Comment*

8. *Consider Going Into Executive Session*

8a. *Vote to Enter Into Executive Session for the Following*

Meeting 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)

Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2)

9. *Adjournment*

OFFICIAL MINUTES
REGULAR MEETING

October 6, 2025
Minutes
City of Clarkesville
Regular Meeting

The Regular Meeting was held on Monday, October 6, 2025, at 6:00 PM at City Hall. Those present were Council Member Rick Wood, Mayor Pro - Tempore Franklin Brown, Council Member Angelia Kiker, Mayor Barrie Aycock. Council Member Don Nix, Council Member Brad Coppedge were absent.

Agenda Item #1: *Call to Order*

Mayor Aycock called the meeting to order.

Agenda Item #2: *Invocation and Pledge*

Sub-Item #2a.: *Pastor Hobie Wood With Christ Presbyterian Church Will Lead the Meeting in Prayer*

Pastor Wood led the meeting in prayer.

Agenda Item #3: *Consent Agenda*

Sub-Item #3a.: *Discuss and Vote to Approve the Following Minutes:*

September 8, 2025 Work Session and Council Meeting

September 23, 2025 Public Hearing

September 29, 2025 Public Hearing

Mayor Pro - Tempore Franklin Brown made a motion to approve the Consent Agenda.

Seconded: Council Member Rick Wood

Passed (3 - 0)

Agenda Item #4: *Committee Reports*

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

Department Heads presented their monthly reports.

Agenda Item #5: *Unfinished Business*

There was no unfinished business.

Agenda Item #6: *Public Hearing*

Sub-Item #6a.: *Public Hearing Number 3 for the 2026 Budget and Millage Rate*

Mr. Dickerson presented the budget for 2026. There were no questions or comments.

Agenda Item #7: *New Business*

Sub-Item #7a.: *Discuss and Vote to Approve the 2026 Budget and Millage Rate*

Mayor Pro - Tempore Franklin Brown made a motion to approve the 2026 budget.
Seconded: Council Member Angelia Kiker **Passed (3 - 0)**
Council Member Rick Wood made a motion to approve the 2026 millage rate.
Seconded: Mayor Pro - Tempore Franklin Brown **Passed (3 - 0)**

Sub-Item #7b.: Discuss and Vote to Approve Resolution 2025-5 to Set the 2025 Property Tax Due Date
Council Member Rick Wood made a motion to approve Resolution 2025-5.
Seconded: Mayor Pro - Tempore Franklin Brown **Passed (3 - 0)**

Sub-Item #7c.: Announcement of Roxie Barron to the Planning Commission
Roxie Barron was announced to the Planning Commission.

Sub-Item #7d.: Discuss Representatives for the Housing Authority Board
Mayor Aycock announced that we have two vacancies on the Housing Authority Board.

Sub-Item #7e.: Discuss Representatives for the Library Board
Mayor Aycock announced that there is a vacant seat on the Habersham Library Board.

Sub-Item #7f.: Discuss and Approve to Website Changes With Revize.
Mayor Pro - Tempore Franklin Brown made a motion to approve working with Revize to update the website.
Seconded: Council Member Angelia Kiker **Passed (3 - 0)**

Agenda Item #8: Public Comment
Monika Schulte, 445 E. Water St., asked for an update on charging impact fees for new developments. Mr. Dickerson replied that he is talking with a company that can manage impact fees. This will be discussed at future meetings.

Agenda Item #9: Consider Going Into Executive Session
There was no Executive Session.

Agenda Item #10: Adjournment
Council Member Rick Wood made a motion to adjourn the meeting.
Seconded: Mayor Pro - Tempore Franklin Brown **Passed (3 - 0)**

Respectfully submitted,

Julie Poole, City Clerk

City of Clarkesville
(UNAUDITED)

Financial Report - As of Sept 30 2025					2024
	Budget	Actual	Difference	%Budget	Actual
General Fund					
Administrative Revenue	2,719,081	2,553,671	(165,410)	94%	2,217,670
Main Street	18,600	3,239	(15,361)	17%	19,168
Fire Revenue	20,000	8,817	(11,183)	44%	14,115
Planning Revenue	28,000	16,861	(11,139)	60%	20,055
Police Revenue	97,500	121,767	24,267	125%	63,605
Streets Revenue	29,226	72,568	43,342	248%	38,623
Hotel/Motel	3,500	3,106	(394)	89%	2,342
ARPA	0	0	0	0%	0
Total General Fund Revenues	2,915,907	2,780,029	(135,878)	95%	2,375,578
Expenses					
Administration	890,944	805,071	(85,873)	90%	598,617
Main Street	209,445	154,667	(54,778)	74%	155,351
Fire	517,020	353,152	(163,868)	68%	327,401
Parks	29,226	14,638	(14,588)	50%	95,046
Planning & Zoning	91,901	62,644	(29,257)	68%	61,650
Police	1,012,305	720,972	(291,333)	71%	633,664
Streets	181,881	122,553	(59,328)	67%	121,408
Total General Fund Expenses	2,932,722	2,233,697	(699,025)	76%	1,993,137
General Fund Revenues over Expenses	0	546,332	(834,903)		382,441
Water/Sewer Fund					
Water Revenues	1,469,230	1,197,704	(271,526)	82%	1,129,652
Sewer Revenues	578,000	477,613	(100,387)	83%	507,125
Sanitation Revenues	211,535	166,276	(45,259)	79%	155,800
Total Water/Sanitation/Sewer Revenues	2,258,765	1,841,593	(417,172)	82%	1,792,577
Administration Expense	1,474,094	1,106,379	367,715	75%	942,417
Water Plant Expense	380,000	238,940	141,060	63%	286,283
Water Distribution Expense	42,721	52,480	(9,759)	123%	40,962
Waste Water Plant Expense	90,815	73,637	17,178	81%	66,720
Waste Water Collection	59,600	40,179	19,421	67%	45,799
Sanitation	211,535	169,722	41,813	80%	147,199
Total Water/Sanitation/Sewer Expenses	2,258,765	1,681,337	577,428	74%	1,529,380
W/S/S Revenues over Expenses	0	160,256	160,256		263,197
Total City Fund Revenues over Expenses	0	706,588	(674,647)		645,638



**Main Street Report
October 2025**

Events

- Fall Festival and History Harvest – 1800
- Cruise in with a Purpose – 400
- Soque River Fine Arts Festival – 300
- Coffee & Connections – 45
- Trick or Treat on the Square - 1800
- In town events
 - Total of events 42
 - Total Attendance of 5705

Upcoming events

- Downtown Clarkesville Christmas – Dec. 5
- Candlelight Christmas Walk – Dec. 22

Fire Department Council Report November 2025

Total 76

Fires 2

Overheat 1

MVA 2

EMS 40

Gas Leak 1

Service 9

Canceled/False 21

City 39

County 32

Demorest 5

ESG Operations Inc.

City Hall Meeting November 2025

- Upcoming paving projects
- Camp Merrill Startup
- Manhole Restoration Project

Departmental Activity Report for the Month of October

The following permits were issued for the month of October:

1 Permanent Sign

0 Temporary Sign

0 Plan Review

2 Building

2 Plumbing

1 Electrical

1 Mechanical

0 Tree Removal

2 Code Enforcement Actions

22 Construction inspections

COs Issued: 0

Planning Activities: The Planning Commission will begin discussion of tree retention in the city and aesthetic zoning at their November 12 Work Session.

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN CLARKESVILLE,
GEORGIA AND INFRAMARK, LLC D/B/A ESG OPERATIONS FOR
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES**

THIS AGREEMENT is made on this ____ day of _____, 2025, between the City of Clarkesville, Georgia (hereinafter the “City” or “Owner”) and INFRAMARK, LLC D/B/A ESG OPERATIONS, (hereinafter “ESG”). This is the Amendment No.2 to the agreement dated the 6th day of August 2018, between the Owner and ESG (the “Agreement”).

NOW THEREFORE, Owner and ESG agree to amend the Agreement as follows:

ADD the following new Article 2.16:

2.16 ADDITIONAL TAKSS ORDER SERVICES

2.16.1 ESG may perform non-routine services outside of the Scope of Services set forth in this Agreement upon agreement of the parties. The parties shall develop task orders for such non-routine services (“Task Orders”) that define the services to be provided, the costs thereof, and any other relevant terms and conditions. These Task Orders shall become a part of this Agreement and be governed by the terms and conditions herein unless otherwise specified in a Task Order.

REPLACE Article 7.1 with the following:

The initial term of this Agreement shall be five (5) years commencing on September 1, 2018 and concluding on December 31, 2023 (the “Initial Term”). After the Initial Term, this Agreement maybe automatically renewed for an additional period commencing on January 1, 2024 and concluding on December 31, 2035 (the “First Renewal Term”). After the Initial Term, this Agreement maybe automatically renewed for additional five (5) year periods unless cancelled by either party no less than one hundred twenty (120) days prior to the expiration date of the current terms. If the parties entered into a Task Order pursuant to Section 2.16 of this Agreement that has a term longer than the current term of this Agreement, the current term of the Agreement shall automatically be revised to have the same term as the relevant Task Order.

REPLACE Article 7.2 with the following:

7.2 Notwithstanding the other terms and conditions set forth herein, the City and ESG maintain the right to termination the Agreement or an individual Task Order for the following reasons:

By the City:

- a) ESG management is not performing satisfactorily, and reasonable efforts are not being made on ESG's behalf to correct the problem. If reasonable efforts have not been initiated by ESG and reported to the City in writing by ESG within forty-five (45) days of ESG's receipt of written notice from the City specifying the performance for which the City is dissatisfied, the City may terminate this Agreement or an individual Task Order by providing fifteen (15) days written notice to ESG of termination and the basis thereof.

By ESG:

- b) Upon written notice of no less than One Hundred Twenty (120) days, ESG may terminate this Agreement or an individual Task Order for convenience. ESG shall be entitled to compensation due under the terms of this Agreement as of the effective date of termination.

ADD the following new Article 6.9 and Article 6.10:

- 6.8 ESG shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Owner or any third party as a result of a data security breach or other cyber security breach to the Facilities or the Owner's computer systems, operating systems, and all other technological or information systems related to the Facilities and Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of ESG's willful or negligent acts or omissions.
- 6.9 The parties acknowledge that a change in federal, state, or other local law, statute, ordinance, rule or regulation or amendment or an order or judgment of any federal, state, or local court, administrative agency or other governmental body containing interpretations thereto that is different from those existing on the date this Agreement is executed by ("Change in Law") may affect compliance with ESG's obligations hereunder or impose more stringent requirements relating to equipment or processes than those established at the time of executing this Agreement. In the event that a Change in Law occurs, ESG shall not be responsible for compliance therewith or for any fines, penalties, or other damage of whatever kind, unless and to the extent caused by ESG's negligence or willful misconduct. ESG shall make a good faith effort to comply with any requirements arising from a Change in Law as soon as reasonably possible.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment No. 2.

Both parties indicate their approval of this Amendment No. 2 by signature below.

Authorized Signatures:

Authorized Signatures:

Inframark, LLC d/b/a ESG Operations

City of Clarkesville, Georgia

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 31, 2025

Mr. Keith Dickerson, City Manager
City of Clarkesville
City Hall
123 N Laurel Dr
Clarkesville, GA 30523

Subject: **Project No. N/A, Habersham County**
P.I. No. 0013882
Contract Item Agreement Undated – Water and Sewer Facilities

Dear Mr. Dickerson:

In accordance with your request, the adjustment of Water and Sewer facilities belonging to the **City of Clarkesville** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the City of Clarkesville will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate not including betterment for this work is **\$730,876.66 of which the Department will bear 60% or \$438,526.00 in Utility Aid for the In-Kind costs and the City of Clarkesville will bear a maximum amount of \$292,350.66 or 40% for the In-Kind Costs.** Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the City of Clarkesville and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the City of Clarkesville is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the City of Clarkesville's Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the City of Clarkesville in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund

Mr. Keith Dickerson
Project No. N/A, Habersham County
P.I. No. 0013882
Contract Item Agreement Undated – Water and Sewer Facilities
October 31, 2025; Page 2 of 2

any overpayment or request in writing that the City of Clarkesville pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Shajan Joseph', with a stylized flourish at the end.

Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)

cc:

Jason Dykes, P.E., District 1 Engineer
Terri Holbrook, District 1 Utilities Manager
Susan Pacheco, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist

Account No. – Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Habersham County

G.D.O.T. P.I. No.: 0013882

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Clarkesville**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to construct a roundabout on State Route 197 at State Route 385 in Habersham County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water and sewer facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water and sewer facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the LOCAL AGENCY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$730,876.66** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **60% or \$438,526.00 in Utility Aid for the In-Kind costs and**

CONTRACT ITEM AGREEMENT

the LOCAL AGENCY shall bear a maximum amount of \$292,350.66 or 40% for the In-Kind Costs.

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. **The LOCAL AGENCY shall pay to the DEPARTMENT the LOCAL AGENCY'S total share in two (2) installments (Installment 1, 50% or \$146,175.33 due the month after Project Let and Installment 2, 50% or \$146,175.33 due one year and one month after Project Let).**

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

CITY OF CLARKESVILLE

BY: _____

TITLE: _____

Signed on behalf CITY OF CLARKESVILLE pursuant to resolution dated _____.

FEIN _____

BY: _____
SECRETARY/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Habersham
G.D.O.T. P.I. NO.: 0013882
DATE: October 31, 2025, DB

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

CITY OF CLARKESVILLE

BE IT RESOLVED by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, HABERSHAM COUNTY, P.I. No. 0013882, to construct a roundabout on State Route 197 at State Route 385 in Habersham County and that the Honorable Barrie Aycock as Mayor and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CLARKESVILLE

I _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF CLARKESVILLE
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, PI NO. 0013882, HABERSHAM COUNTY, TO CONSTRUCT A ROUNDABOUT ON STATE ROUTE 197 AT STATE ROUTE 385.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

[illegible]

CONTRACT ITEM AGREEMENT

RESOLUTION 2025-7

STATE OF GEORGIA

CITY OF CLARKESVILLE

BE IT RESOLVED by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, HABERSHAM COUNTY, P.I. No. 0013882, to construct a roundabout on State Route 197 at State Route 385 in Habersham County and that the Honorable Barrie Aycock as Mayor and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF CLARKESVILLE

I _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR and the CITY COUNCIL OF THE CITY OF CLARKESVILLE WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK

LOCAL GOVERNMENT RESOLUTION 2025-6

FOR EMERGENCY MANAGEMENT

Revision 10/03/2025

SECTION I - DEFINITION

"Emergency Management means the preparation for the carrying out of all emergency functions other than functions for which military forces are primarily responsible to prevent, minimize, and repair injury and damage resulting from emergencies, energy emergencies, disasters, or the imminent threat thereof, of manmade or natural origin"... "These functions include, without limitation, fire-fighting services; police services [public safety]; medical and health services; rescue; engineering; warning services; communications; defense from radiological, chemical, and other special weapons; evacuation of persons from stricken areas; emergency welfare services; emergency transportation; [nuclear power] plant protection; temporary restoration of public service utility services; and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions." (*Georgia Emergency Management Act of 1981, As Amended December 1992, Chapter 3, Article 1, 38-3-3.*)

SECTION II - LOCAL ORGANIZATION FOR EMERGENCY MANAGEMENT

"In cases where a county has an organization for emergency management, such organization shall include participation by each city within the county unless the governing authority of any particular city elects to implement its own organization for emergency management. Any two or more of the above-mentioned political subdivisions may, with the approval of the director, contract with each other to form an emergency management organization for the entire area included in the bounds of the contracting political subdivisions. The executive officer or governing body of the political subdivision is authorized to nominate a local director to the director of emergency management who shall have the authority to make the appointment." Upon appointment, the local emergency management agency director shall have direct responsibility for the organization, administration, and operations of the local organization for emergency management, subject to the direction and control of the executive officer or governing body and shall serve at the pleasure of such executive officer or governing body. The local director shall:

- *maintain an emergency management office in a building owned or leased by the political subdivision and the director or designee shall be always available or on call beyond working hours.*
- *develop, in conjunction with public and private agencies/organizations that have responsibility for designated emergency support functions, plans for responding to and recovering from disasters (and/or emergencies]*
- *respond to emergency scenes, command posts, and operation centers.*
- *coordinate emergency responses of public and private agencies and organizations.*
- *attend training and meetings convened by the appointing authority or the (state emergency management) director.*
- *develop or cause to be developed, in collaboration with other public and private agencies within the state, mutual aid arrangements, consistent with state plans and programs, for reciprocal emergency management aid and assistance in case of emergency or disaster too great to be dealt with unassisted.*
- *enter into mutual aid agreements, subject to approval of the Governor, with emergency management agencies or organizations in other states for reciprocal emergency management aid and assistance in case of emergency or disaster too great to be dealt with unassisted (Chapter 3, Article 3, 38-3-27 and 38-3-29.)*

SECTION III - LOCAL EMERGENCY MANAGEMENT POWERS

Each political subdivision shall have the emergency management power and authority to: *appropriate and expend funds; execute contracts; obtain and distribute equipment, materials, and supplies; provide for the health and safety of persons and property, including emergency assistance to victims; direct and coordinate development of local emergency management plans and programs in accordance with federal and state policies and plans; appoint, employ, remove or provide, with or without compensation, chiefs of services, warning personnel, rescue teams, auxiliary fire and police personnel, and other emergency management workers; establish a primary and one or more secondary control centers to serve as command posts; and acquire, temporarily or permanently, by purchase, lease or otherwise [identify] sites required for installation of temporary housing units and prepare or equip such sites. (Chapter 3, Article Z 38-3-27.)*

SECTION IV-LOCAL EMERGENCY MANAGEMENT FINANCIAL ASSISTANCE

A county or municipality shall be entitled to receive [federal disaster] funds if the local emergency management organization has met all state and federal requirements to receive such funds. Qualifications include *legal establishment of an emergency management organization by local ordinance or resolution; a legally appointed local*

director who has been endorsed and appointed by the Georgia Emergency Management Director; an approved emergency and disaster plan with all applicable annexes [Emergency Support Functions]; and an approved fiscal year program and other necessary compliance documents. (Chapter 3, Article 2, 38-3-27.)

SECTION V - IMMUNITY OF STATE AND POLITICAL SUBDIVISIONS

"Neither the state nor any political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management. activity." *Immunity does not apply in cases of willful misconduct, gross negligence, or bad faith. (Chapter 3, Article 2, 38-3-35.)*

SECTION VI - LOCAL EMERGENCY MANAGEMENT AGENCY PLAN

The Habersham Emergency Management Agency has developed, in partnership with local government and community agencies/organizations which have primary responsibility for emergency support functions, an approved emergency management plan. A copy of this plan and/or major revisions are being submitted to the Georgia Emergency Management Agency by the local Emergency Management Agency Director, in coordination with the undersigned local government officials or legally. appointed successors. It is understood that the Georgia Emergency Management Agency will review this plan for compliance with all federal and state requirements.

As authorized local government officials, we understand and agree to the requirements of the Georgia Emergency Management Act of 1981, as amended, as stated in this resolution.

Signature
City of Clarkesville

Date

All applicable elected local government officials to include the Chairperson of the County Commission, Mayor(s) of Municipalities, and/or Executive Officer for the jurisdiction(s) should sign this resolution.