



Hart County Board of Commissioners
Tuesday November 23, 2021
6:00 p.m.

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
 - 11/9/2021 Reg Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Addition of Underage Tobacco sells Ordinance to County Code of Ordinances (3rd and final Reading)
 - b) Election Voter Clerk (PT) Job Description
 - c) Fire Turnout Gear Bid
 - d) Building Permit Fee Schedule
 - e) FY22 LMIG Road List
13. NEW BUSINESS
 - a) Clerk of Court Vault Copier Replacement
 - b) Board of Assessors' Request for Outside Auditing Firm for Personal Property Audit
 - c) Comprehensive Plan Update Process
 - d) Board Request Application Forms
 - e) Whitworth Detention Crews (Discussion)
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation
16. ADJOURNMENT

Hart County Board of Commissioners
November 9, 2021
6:00 p.m.

Hart County Board of Commissioners met November 9, 2021 at 6:00 p.m. at the Hart County Administrative & Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley and Joey Dorsey in attendance. Commissioner Ricky Carter attended via telecommunication.

1. Prayer

Commissioner Bennett opened the meeting with prayer.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call to Order

Chairman Sayer called the meeting to order.

4. Welcome

Chairman Sayer welcomed those in attendance.

5. Approve Agenda

Commissioner Dorsey moved to approve the meeting agenda. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

6. Approve Minutes of Previous Meeting(s)

- 10/22/2021 Reg Meeting

Commissioner Dorsey moved to approve the minutes of October 22, 2021 regular meeting. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

7. Remarks By Invited Guests, Committees, Authorities

Terri Partain, Executive Director Hart County Chamber of Commerce

Executive Director Partain provided the upcoming holiday season of events; Christmas Tree Lighting November 22, 2021 from 5:00 p.m. – 7:00 p.m.; Christmas Parade December 12 @ 4:00 p.m.; need for volunteers to assist with events; and Bass Classic Anglers Tournament will be held April 30, 2022.

8. Reports By Constitutional Officers & Department Heads

Wayne Patrick, Chief Appraiser Tax Assessors' Office Quarterly Report

Chief Appraiser Patrick reported Board of Equalization appeal process is almost complete; real estate market is still up; the office has processed over 900 transactions this year; and adjusted values 8 – 10% county wide.

County Attorney Walter Gordon paid tribute to former Senator John Max Cleland and offered condolences to his family.

9. County Administrator's Report

County Administrator Terrell Partain presented General Fund & Payne's Creek Campground financial report for the month of October.

10. Chairman's Report

Chairman Sayer offered condolences to the family of Jackson County's fallen officer; and asked for prayers for law enforcement throughout the country.

11. Commissioners' Reports

Commissioner Teasley commended Law Enforcement, First Responders and EMS for their service.

Commissioner Carter reported Veterans Memorial Highway dedication is scheduled November 11, 2021.

Commissioner Dorsey commended all Emergency Service personnel for their service.

12. Old Business

- a) Addition of Underage Tobacco sells Ordinance to County Code of Ordinances (2nd Reading)

Commissioner Teasley moved to accept the 2nd reading of Underage Tobacco sells Ordinance to the county code of ordinances. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

- b) Bid Award Recreation Basketball Uniforms

Commissioner Dorsey moved to award the bid to Karew Sports as per recommendation of the Recreation Advisory Board. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

- c) Bid Award Recreation Tennis Court Renovations

Chairman Sayer moved to award the bid amount of \$118,960 to McGrath Industries LLC as per recommendation of the Recreation Advisory Board. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

- d) Legacy Link Quarterly Contract Amendment

Commissioner Bennett moved to authorize Chairman Sayer to sign the amended contract. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

- e) City of Hartwell Annexation Request Parcel 169N 094 (Ridge Road) Ridge Road Development LLC (Refile)

Chairman Sayer moved to object City of Hartwell Annexation request and reach out to the City Officials to come to an understanding with issues as defined by the Comprehensive Plan. Commissioner Bennett provided a second to the motion.

Commissioner Dorsey stated the annexation would clearly go against the Comprehensive Plan that identifies the area as single family residential; need to define density impact; traffic issues and infrastructure; goal is to come to an understanding with the City.

Lloyd Coward expressed concerns with heavy traffic; allowing heavy density; one-inch water lines; and no sewer in the proposed annexation area.

Kenny Whitworth responded the property is legally eligible for annexation and is willing to work with the City to rezone the property.

Chairman Sayer called for a vote. The motion carried 5-0.

f) New Jail Project Temporary Budget

Commissioner Dorsey moved to approve a temporary budget of \$100,000 from General Fund. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

g) UGA County Extension Agent MOU

Commissioner Dorsey suggested adding quarterly updates from the Extension Agent and involve the BOC in the hiring process.

Chairman Sayer moved to defer the MOU to County Attorney Gordon for review and recommendations. Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

h) Subdivision Grandfather Cutoff Date

Commissioner Bennett moved the Subdivision Grandfather Cutoff Date to be effective December 1, 2021. Commissioner Dorsey provided a second to the motion.

County Administrator Partain explained the grandfather cutoff pertains to those that were in the process of subdividing land six months to present a completed plat.

Chairman Sayer called for a vote. The motion carried 5-0.

i) Approval of GDOT list of Roads for use of Speed Detection Devices, update Title III Sec. 82-61 (3rd and final Reading)

Commissioner Dorsey moved to adopt the 3rd and final reading GDOT list of Roads for use of Speed Detection Devices to the county ordinance. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

13. Old Business

a) Used Bushhog purchase for Road Department

Commissioner Dorsey moved to use surplus funds from General Fund to purchase a used bushhog for the Road Department. Chairman Sayer provided a second to the motion. The motion carried 5-0.

b) Ridge Road Waterline Discussion

Commissioner Dorsey moved to draft a letter to the City for an update for Ridge Road waterline. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

c) Transit (GDOT) Drug and Alcohol Policy 2022 Revisions

Commissioner Teasley moved to adopt GDOT Drug and Alcohol Policy revisions. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

d) Sheriff request for Credit for experience (Jail)

Commissioner Teasley moved to approve the request to credit Lt. Jonathan Durrett twenty years of service. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

e) California Girls Subdivision Parcel C12 006 and I156J 028 (Grandfather)

Chairman Sayer moved to approve the grandfather request from California Girls Subdivision Parcel C12 006. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

Commissioner Dorsey moved to table I156J 028 grandfather request. Chairman Sayer provided a second to the motion. The motion carried 5-0.

14. Public Comment

Liberty Hill Road resident Gigi Macher voiced concerns about a subdivision development with thirty-two driveways in three quarter of a mile from her residence and traffic issues.

County resident Joan voiced concerns about no handicap access from the parking lot at the Library/Literacy Center to the sidewalk.

15. Executive Session

None

16. Adjournment

Commissioner Dorsey moved to adjourn the meeting. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

Marshall Sayer, Chairman

Lawana Kahn, County Clerk



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 12 Addition of Underage Tobacco sells Ordinance to County Code of Ordinances (3rd and Final Reading)

Attached is the final version

§ 16-12-171. Prohibited acts

(a) (1) It shall be unlawful for any person knowingly to:

(A) Sell or barter, directly or indirectly, any cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products to any individual under the age of 21 years;

(B) Purchase any cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products for any individual under the age of 21 years; or

(C) Advise, counsel, or compel any individual under the age of 21 years to smoke, inhale, chew, or use cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products.

(2) (A) The prohibition contained in paragraph (1) of this subsection shall not apply with respect to sale of cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products by a person when such person has been furnished with proper identification showing that the individual to whom the cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products are sold is 21 years of age or older.

(B) In any case when a reasonable or prudent person could reasonably be in doubt as to whether or not the individual to whom cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products are to be sold or otherwise furnished is actually 21 years of age or older, it shall be the duty of the person selling or otherwise furnishing such cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products to request to see and to be furnished with proper identification as provided for in subsection (b) of this Code section in order to verify the age of such individual. The failure to make such request and verification in any case when the individual to whom the cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products are sold or otherwise furnished is less than 21 years of age may be considered by the trier of fact in determining whether the person selling or otherwise furnishing such cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products did so knowingly.

(3) Any person that violates this subsection shall be guilty of a misdemeanor.

(b) (1) It shall be unlawful for any individual under the age of 21 years to:

(A) Purchase, attempt to purchase, or possess for personal use any cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products; or

(B) Misrepresent his or her identity or age or use any false identification for the purpose of purchasing or procuring any cigarettes, tobacco products, tobacco related objects, alternative nicotine products, or vapor products.

(2) An individual under the age of 21 years who commits an offense provided for in paragraph (1) of this subsection or paragraph (1) of subsection (c) of this Code section shall be punished as follows:

(A) By requiring the performance of community service not exceeding 20 hours that may be related to the awareness of the health hazards of smoking and vaping or tobacco and vapor product use;

(B) By requiring attendance at a publicly or privately sponsored lecture or discussion on the health hazards of smoking and vaping or tobacco and vapor product use, provided that such lecture or discussion is offered without charge to the individual under the age of 21 years;

(C) When an individual under the age of 21 years fails to comply with such imposed community service, or for a third or subsequent violation within the same calendar year as the first violation, by requiring the Department of Driver Services to withhold issuance of or to suspend the driver's license or driving privilege of such individual for a period of 45 consecutive days; or

(D) By a combination of the punishments described in subparagraphs (A) through (C) of this paragraph.

(c)

(1) It shall be unlawful for any individual to knowingly use a vapor product within a school safety zone. As used in this subsection, the term "school safety zone" shall have the same meaning as provided in Code Section 16-11-127.1.

(2) Any individual who is 21 years of age or older who commits the offense provided for in paragraph (1) of this subsection shall be guilty of a misdemeanor; provided, however, that for a conviction of a first offense, such individual shall be punished by a fine of \$25.00 and for a conviction of a second offense, such individual shall be punished by a fine of \$50.00. The provisions of Chapter 11 of Title 17 and any other provision of law to the contrary notwithstanding, the costs of any prosecution for such first or second offense shall not be taxed nor shall any additional penalty, fee, or surcharge to a fine for such offense be assessed against an individual for conviction thereof.

(3) Any vapor product used in violation of paragraph (1) of this subsection is declared to be contraband, and no person shall have a property right in it. In addition to persons authorized to seize property pursuant to Code Section 9-16-6, property which is subject to forfeiture under this subsection may be seized by any special agent or enforcement officer of the state revenue commissioner. Any property which is subject to forfeiture under this subsection shall be forfeited in accordance with the procedures set forth in Chapter 16 of Title 9.



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 12 B Election Voter Clerk (PT) Job Description

Attached is the Job description provided by the Board of Elections for the Part-time employee approved for the FY 22 Budget.

Job Title: Part-time Election and Voter Registration Clerk - **Grade 5**

Approved by the Hart County Board of Elections and Registration: 11/05/2021

Department: Hart County Board of Elections and Registration

Job Summary: The purpose of this position is to serve as a Clerk for the Hart County Board of Elections and Registration. The hours of work will be: 16 hours/week not to exceed 1040 hours/year. These hours may be adjusted to accommodate the absence of the Elections Coordinator for training, vacations, sick days, and personal days. They will also be adjusted during election pre-planning, advance voting, Election Day, and post-election. This employee will report directly to Election Coordinator under the authority and supervision of the Chairman of the Board of Elections and Registration.

Major Duties: The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

The Election and Voter Registration Clerk works with the Election Coordinator and the Board of Elections and Registration, preparing and holding elections, programming voting machines, encoders, and maintaining records.

Help recruit, train, schedule, and supervise poll workers and temporary employees, and assist with submitting payroll to Human Resources.

Assist with drafting the annual budget.

Assist with preparing approved reports; including reports to the Board of Elections, state, federal, local government, and citizens.

Assist with candidate qualifying and all duties involved.

Serve as a filing Officer for candidates and public officials for the State Ethics Campaign Finance Commission.

Requires knowledge of the principles, practices and procedures of the County Government, the operation and functions of the Board of Elections Department, and extensive knowledge of all applicable law, ordinances, policies, standards, rules and regulations pertaining to the specific duties and responsibilities of the job.

Requires knowledge of all applicable federal, state, and municipal laws governing voter registration and the election process, street location, precinct districts and lines, report preparation, and policies, procedures, and activities of the Board of Elections Department. Requires comprehensive knowledge of the terminology used within the department.

Assist with voter education to the media, government officials, public schools, and other organizations.

Assist with preparation of election notices as required by law and legal notices for publication in the newspaper and county website.

Attend required local training sessions concerning voter registration, election law, and use of election equipment.

Assist with maintaining custody of records required for the department.

Assist with maintaining voting equipment, maintenance records, and inventory.

Assist with all pre-election procedures including ballot proofing and ordering, Logic and Accuracy testing, preparing election material, and delivering, setting up, and equipping polling locations.

Assist with all absentee ballot procedures.

Assist with closing and recapping advance voting, precinct check-in, and Election Night Reporting.

Assist with post-election procedures including certifying the election, picking up and storing election equipment, reporting, and storage of election results and material.

Assist with establishment and maintenance of precinct locations in accordance with applicable laws.

Assist with maintaining current election map for districts; reassign all voters to respective districts, complete redistricting assignments.

Assist with maintaining voter registration records.

Assist with determining equipment needs, supplies, and facility requirements.

Keep abreast of any changes in policy, methods, operations, and budgetary constraints.

Ensures adherence to established safety and security procedures, county safety policies, and procedures to ensure the safety of employees and other individuals. Ensures security of equipment, information, and facility.

Requires the ability to effectively communicate and interact with the state, county staff, elected officials, vendors, auditors, public institutions, and the general public regarding departmental operations.

MINIMUM QUALIFICATIONS: High school diploma, GED Equivalent. Must be a registered as a Notary Public. Must possess a valid driver's license.

Requires the ability to utilize and understand computer applications and techniques as necessary in completion of daily assignments.

Requires proficiency in basic computer IT: The candidate will be required to operate all forms of general office electronics. These systems include, but are not limited to telephones, fax/copier/scanners, election systems, bar code scanners, computers, printers, and all other electronic devices.

Full knowledge and command of Microsoft office products is required as well as an aptitude to learn and operate many other elections related applications required by Office of the Georgia Secretary of State.

Physical Ability: Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (20-30 pounds). Tasks may involve extended periods of time at a keyboard or work station.

Job Requirements: Must pass Background Check. Shall take Oath of Office.



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 12 C Fire Turnout Gear Bid

The Fire Department has several sets of Turnout Gear that is reaching its expiration date. This bid needs to go out as soon as possible.



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 12 D Building Permit Fee Schedule

Attached is the revised Contract with the changes and additions as requested by the County Attorney as well as the fee schedule for permits where inspections will take place. This is the exact fee schedule as Franklin County and the City of Lavonia.



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the _____ (herein called "Client").

TERMS AND CONDITIONS

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.
2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.
3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.
5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.
6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late

charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. Construction Monitoring: If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and

only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. Insurance: BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or

in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client: Hart County Board of Commissions
County Administrator
800 Chandler Street
Hartwell, GA 30643

If to BVNA: Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to: Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided,

however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. Waiver and Immunity:

(a) No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

(b) Notwithstanding any provision herein to the contrary, both parties understand that the County is protected by the doctrine of sovereign immunity as set forth in Georgia law (O.C.G.A § 8-2-222), and neither party shall take any action which could vitiate or prevent the use of sovereign immunity as a defense where applicable.

29. Amendments: This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. Termination: This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. Severability of Agreement: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A SCOPE OF SERVICES

Building Code Inspections and Architectural Plan Review

Plan review services shall be conducted as required by the City's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the County. The plans examiner will return plans with comments within 14 business days from the date of receiving the plans. Applicants will be notified of the plan review comments and are responsible for addressing the comments to the satisfaction of the County. The County will retain final interpretive authority over all plans and specifications. Permits are issued by the County.

Inspection services shall be conducted as required by the County's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code, Energy Code, Fire Code and other related documents as adopted by the City. Special inspections as specified in Chapter 17 and non-prescriptive structural inspections of the adopted international Building Code are not included. Inspections shall be performed daily as needed. Inspectors shall report to the County Manager or their designee to collect inspection requests and upon performing inspections, the inspector shall place detailed reports in the permit file and a copy will be left on site for the builder. All violations or deficiencies shall be cited with the appropriate code section on the report. Any violations of the Code or concealment of any work prior to approval by BVNA will be reported to the County Manager or their designee. The County is the final interpretive authority. The Certificate of Occupancy and Stop Work Orders are issued at the discretion of the County. The County is the final interpretive authority in the appeals processes.

Additional services may be requested by the County at any time during the life of the contract by amending the scope and fees of the existing contract.

**ATTACHMENT B
FEE SCHEDULE**

Building Code Inspections and Architectural Plan Review

Shared Revenue

For building code inspections and architectural plan review, BVNA will invoice the client at a rate of 80% of the building and plan review fees collected by the County. This rate is contingent upon the County adopting a recommended fee schedule revised and amended in agreement from the County's existing fee schedule.

For court appearances and meetings or inspections performed outside of normal business hours, BVNA will invoice the client at a rate of \$125.00 per hour with a minimum of two hours.

CLIENT INITIALS: _____

BVNA INITIALS: _____

Building Permit Fees		
Calculating Building Valuation	Unless otherwise stated, the valuation for all new construction will be based on the actual contract cost of the work or calculated by using the latest construction cost data as published in the Building Safety Journal by the International Code Council. For Interior Completion only, the construction cost is valued at 50% of the calculated ICC building valuation.	
Fee Payment	Fees are collected prior to issuance of permit.	
Plan Review Fees	New Single-Family Residential Review	Required without fee
	Residential renovations/ additions	Required without fee
	All Commercial/Industrial Plan Reviews	Additional 50% of permit fee
Residential Fee Table	\$0.20 per square feet heated	\$0.10 per square feet unheated
Commercial/ Industrial Permit Fee Table	<u>TOTAL VALUATION</u>	<u>FEE</u>
	\$1,000.00 and Less	Minimum fee of \$100
	\$1,001.00 to \$50,000	\$15 for first \$1,000 plus \$5 for each additional thousand or fraction thereof, to and including \$50,000.00, minimum fee of \$100
	\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.00
	\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thousand or fraction thereof, to and including \$500,000.00
	\$500,001.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thousand or fraction thereof
Certificate of Occupancy or Completion (C/O or C/C)	New single family detached, condo, or townhome	\$50.00
	New Commercial	\$100.00
	New or renovated commercial tenant space	\$100.00
Trade Permits	Permit Fee	Use permit fee table- minimum \$100.00
Demolition	Single family residential house	\$150
	Commercial building	\$300
Permit Extensions	Subsequent extension	\$100/ 3 months
Re-Inspections	For each added trip	\$75
Other	Transfer of Permit/change of contractor	\$100
	Structure move/relocate	\$300
	Manufactured Home	\$150.00 + Electrical Permit
	Inspections outside of normal business	\$125 per hour (\$250 minimum)
	Replacement of permits, CO's, etc.	\$25.00
	Residential Above ground Pool	\$100.00 + Electrical Permit
	Residential Inground Pool	\$250.00 + Electrical Permit
	Commercial Swimming Pool	Use Valuation Fee Table
	Fee for work done without a permit	200% of original permit fee
	Temporary Construction Trailer (not including electric permit)	\$100.00
	Fire Protection	Use Valuation Fee Table
	Cell Towers	Use Valuation Fee Table
	Racking System	Use Valuation Fee Table

* for shell construction use 60% of valuation table value

*Any service provided outside of the normal scope will be charged at BV's current hourly rate



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 12 E FY22 LMIG Road List

Attached is the list of roads to be entered into the GDOT LIMG grant system for FY22.

Due to the increase in material prices there may have to be some roads removed from the list at bid time.

2022 LMIG PROJECT REPORT

COUNTY/CITY ____ HART ____

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Crawfords Ferry Road D2 CR306	CR 301 Boleman Hill Road	Terminus Corp of Engineers	2.1	Leveling and resurfacing	\$ 261,450	FY 22
Dobbs Landing D4 CR283	CR 503 Mount Olivet Road	Terminus	1.642	Leveling and resurfacing	\$ 204,429	FY 22
Arrowhead Drive D4 CR555	CR 553 Harbor Heights Road	Terminus	0.561	Leveling and resurfacing	\$ 69,845	FY 22
Cold Water Creek Road D1 CR45	State Route 77	Elbert County Line	1.103	Leveling and resurfacing	\$ 137,324	FY 22
Corinth Church Road D5 CR121	State Route 17	Elbert County Line	0.94	Leveling and resurfacing	\$ 117,030	FY 22
Marlin Press Road D5 CR121	State Route 17	CR 122 Old Elbert Road	0.138	Leveling and resurfacing	\$ 17,181	FY 22
Bio Church Road D5/D1 CR 510	State Route 77	State Route 172	4.075	Widening/ Leveling and Resurface	\$ 772,213	FY22

Vanna Road D5 / CR 508	Goldmine Holly Springs Rd CR 508	Old Elbert Road CR 122	2.904	Leveling and resurfacing	\$ 361,548	FY22
Laurel Drive D3 / CR 206	City Limits of Hartwell	Memorial Road CR 207	0.965	Leveling and resurfacing	\$ 120,143	FY22
Airline Goldmine Road Pt 1&2 D5 / D4 CR 508	State Route 51	State Route 8	4.112	Leveling and resurfacing	\$ 511,944	FY22
Milford Road D2 CR 261	Old 29 Hwy CR 538	Ridge Road CR 260	0.695	Leveling and resurfacing	\$ 86,528	FY22



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 13 A Clerk of Court Vault Copier Replacement

Attached is request from Frankie Gray, Clerk of Court to replace the copier located in the vault in his office.

From: Gray, Frankie <Frankie.Gray@GSCCCA.ORG>
Sent: Thursday, November 18, 2021 12:14 PM
To: Terrell Partain
Subject: Request to attend Board meeting

Terrell,

I am requesting to be put on the list to speak to the Board of Commissioners at their next meeting. It is to request the funds to purchase a new copier to be placed in the deed vault. The Copier that is in the vault now was purchased in 2005 and has a part that has went bad and the company does not make parts for this copier anymore. I have took the liberty of getting a quote on a new copier.

Thank You
Frankie Gray

P.S. Also funds for a new courthouse and some new technology for the office. its Christmas right??



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 13 B Board of Assessors' Request for Outside Auditing Firm for Personal Property Audit

Attached is request from the Board of Assessors for this to be placed on the agenda. It is a proposal to hire an outside firm to perform personal property audits on business both in the Cities and County.

From: Wayne Patrick <wpatrick@hartcountyga.gov>
Sent: Tuesday, November 16, 2021 1:58 PM
To: tpartain@hartcountyga.gov
Cc: 'David Thompson'
Subject: FW: TBS AUDIT PROPOSAL
Attachments: HART COUNTY PROPOSAL 110521.pdf

Hey Terrell,
David Thompson is requesting to get on the BOC's next regular meeting agenda if its at all possible to discuss this proposal from TBS.

Thanks,

J. Wayne Patrick
Chief Appraiser
Hart County Property Appraisal Department
706-376-3997

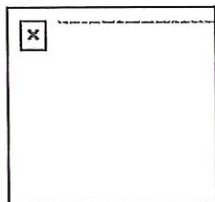


From: Bryan Traylor [mailto:btraylor@tbs-inc.com]
Sent: Tuesday, November 16, 2021 9:45 AM
To: wpatrick@hartcountyga.gov; milliejean@hartcom.net
Subject: Re: TBS AUDIT PROPOSAL

SORRY WAYNE, THIS IS THE ONE I MEANT TO SEND YOU!

On Mon, Nov 15, 2021 at 5:18 PM Bryan Traylor <btraylor@tbs-inc.com> wrote:

HEY WAYNE! SO GLAD I CALLED YOU YESTERDAY...I SPOKE WITH KRIS AND AFTER A FEW MINUTES SOLVING AN UNKNOWN PROBLEM IN THE EMAILING PROCESS, SHE WAS ABLE TO EMAIL ME THE INFORMATION. SHE DIDN'T HAVE THE "CITY" MILLAGE RATE INFORMATION SO SOME THE NUMBERS WILL BE A LITTLE LOWER THAN THEY SHOULD BE, BUT NOT TOO FAR OFF FOR A PROPOSAL. IF YOU HAVE ANY CONCERNS OR QUESTIONS PLEASE GIVE ME A CALL. THANKS AGAIN SO MUCH FOR ALLOWING TBS TO OFFER THIS MINI PROPOSAL TO PERFORM VERIFICATION REVIEWS FOR THE BUSINESSES IN YOUR COUNTY. IT IS GREATLY APPRECIATED!



Bryan E. Traylor

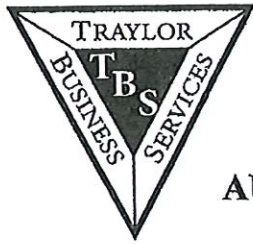
President, TBS, Inc.

Ph (770) 422-5151

www.tbs-inc.com

Like us on [Facebook](#)

CONFIDENTIALITY NOTICE: This message may contain confidential information intended only for the use of the addressee named above. If you are not the intended recipient of this message, you are hereby notified that any use, dissemination, distribution or reproduction of this message is prohibited. If you have received this communication in error, please notify Traylor Business Services, Inc. immediately by replying to this email and shred and discard the original message.



AUDIT FEES - NOV 5, 2021 FOR HART COUNTY

TBS shall complete the reviews, as well as the entire project, within the requested period of time desired by the Hart County Board of Assessors.

The fees are based on a per review "fixed-fee" basis, assuring the County of the amount each review will be charged before it is given to TBS. The verification program will be done according to the requests of the County Board of Assessors and the GA Property Taxation Code.

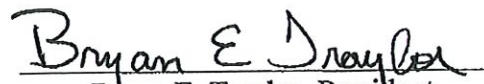
No additional fees are required for travel. These fees are for reviewing three tax years, while obtaining the current tax year's information (when available) for the County.

FOR REVIEWING THREE TAX YEARS

SIZE	VALUATION RANGE	REVIEW FEE	WITH 2% DISC	WITH 5% DISC
1	UNDER \$50,000	\$ 325	\$ 319	\$ 309
2	\$50,000 - \$250,000	\$ 475	\$ 466	\$ 451
3	\$250,001 - \$1,000,000	\$ 850	\$ 833	\$ 808
4	\$1,000,001 - \$5,000,000	\$ 1,850	\$ 1,813	\$ 1,758
5	\$5,000,001 - \$50,000,000	\$ 4,150	\$ 4,067	\$ 3,943
6	OVER \$50,000,000	\$ 5,500	\$ 5,390	\$ 5,225

*** NOTE THAT THE 2% & 5% DISCOUNTS
ARE FOR EARLY FEE PAYMENTS ***

**** VALUES ARE BASED ON THE 100% FMV PROVIDED BY THE COUNTY; THIS QUOTE
DOES NOT ACCOUNT FOR ANY EXEMPTIONS ****


Bryan E. Traylor, President
Traylor Business Services, Inc.

REVIEW FEES AND POTENTIAL REVENUES

AUDIT CONSULTING SERVICES FOR:

HART COUNTY

BUSINESS PERSONAL PROPERTY ACCOUNTS FOR AUDIT

ACCOUNT CLASS	VALUE RANGE	NUMBER OF ACCOUNTS	PERCENT NUMBER
1	UNDER \$50,000	468	65.55%
2	\$50,000 - \$250,000	152	21.29%
3	\$250,001 - \$1,000,000	59	8.26%
4	\$1,000,001 - \$5,000,000	35	4.90%
5	\$5,000,001 - \$50,000,000	0	0.00%
6	\$50,000,001 & ABOVE	0	0.00%
TOTALS	714 =====	100% =====

AVERAGE MILLAGE RATE FOR PROPOSAL

HART COUNTY MILLAGES

19.3660	2020 MILLAGE RATE
19.5460	2019 MILLAGE RATE
19.7720	2018 MILLAGE RATE

58.68	THREE YEAR TOTAL
/ 3	DIVIDED BY 3 YEARS

19.56	AVERAGE RATE FOR PROPOSAL
=====	



REVIEW CONSULTING SERVICES FOR:
FOR ALL ACCOUNTS BEING REVIEWED

HART COUNTY

FOR REVIEWING THREE PRIOR YEARS

ACCOUNT CLASS		NUMBER OF ACCOUNTS		AVG DISCOVERY PER ACCOUNT	ESTIMATED DISC VALUE
1	-	50	X	\$25,000	\$1,250,000
2	-	152	X	\$75,000	\$11,400,000
3	-	59	X	\$190,000	\$11,210,000
4	-	35	X	\$500,000	\$17,500,000
5	-	0	X	\$1,800,000	\$0
6	-	0	X	\$2,000,000	\$0
FIELD REVIEWS =					
296 TOTAL EST DISC VALUE.....					\$41,360,000
=== ASSESSMENT RATIO.....					40%
TOTAL EST ASSESS VALUE.....					\$16,544,000
AVERAGE MILLAGE RATE.....					19.56
ESTIMATED TAX DOLLARS.....					\$323,623
ESTIMATED LATE PENALTY.....					\$32,362

ESTIMATED TAX DOLLARS TO BE GENERATED **\$355,985 ***
=====

* WHEN COMPARING THESE FIGURES, ONE MUST REMEMBER THAT THIS IS SIMPLY AN ESTIMATE OF WHAT SHOULD BE FOUND FROM DISCOVERIES. IT'S BEST TO BE MORE CONSERVATIVE HERE, TO ASSURE THE COUNTY THAT THIS IS NOT A FIGURE THAT WILL NOT BE REACHED. ALTHOUGH IT IS ALWAYS A POSSIBILITY TO FALL SHORT OF THIS AMOUNT, IT IS NOT LIKELY. PROJECTED REVENUES VERSES ACTUAL REVENUES SHOW THIS TO BE TRUE. THIS DEMONSTRATES THAT THE ABOVE FIGURES ARE CONSERVATIVE. OVERALL COSTS SHOULD BE PRIORITY OVER REVENUE.

REVIEW CONSULTING SERVICES FOR:

HART COUNTY

FEEES FOR REVIEW CONSULTING SERVICES

ACCOUNT CLASS		NUMBER OF REVIEWS		COST PER REVIEW (SEE FEE BASIS)	COST PER CLASS
1	-	50	-	\$325	\$16,250
2	-	152	-	\$475	\$72,200
3	-	59	-	\$850	\$50,150
4	-	35	-	\$1,850	\$64,750
5	-	0	-	\$4,150	\$0
6	-	0	-	\$5,500	\$0
REVIEWS	-	296			\$203,350
		=====			=====

* THIS RATE ALLOWS A TWO (2) MONTH DELAYED BILLING CYCLE

* 2% DISCOUNT WILL BE GIVEN IF BILL IS PAID WITHIN 30 DAYS,
WHICH WOULD LOWER FEES OF VERIFICATION PROGRAM TO **\$199,283**

* 5% DISCOUNT WILL BE GIVEN IF BILL IS PAID WITHIN 10 DAYS,
WHICH WOULD LOWER FEES OF VERIFICATION PROGRAM TO **\$193,183**

SUMMARY OF REVIEW CONSULTING SERVICES

FOR REVIEWING BACK THREE YEARS

ESTIMATED REVENUE	\$355,985
LESS TBS FEES:	\$203,350
NET REVENUE (N/60)	\$152,635
	=====
NET REVENUE (2/30)	\$156,702
	=====
NET REVENUE (5/10)	\$162,802
	=====



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 13 C Comprehensive Plan Update Process

I was notified today by Adam Hazell from GMRC that it is time to begin the process of updating our Comprehensive Plan. The current plan will expire on October 31, 2022. The updating process takes several months to complete. This is the time for all citizens to express their opinions on the future activities and goals for the County over the next five years and beyond. There will be multiple public meetings in the process, and we encourage all citizens to get involved.



MEMORANDUM

Terrell Partain,
County Administrator
November 19, 2021

RE: Item 13 D Board Request Application Forms

Commissioner Dorsey requested this be added to the agenda.

See attached forms:



HABERSHAM COUNTY

Planning & Development
130 Jacob's Way Clarkesville, GA 30523
706-839-0140 www.habershamga.com

PROPERTY OWNER'S CERTIFICATION

I hereby certify that I am the owner of the property described in the attached legal description, that all information contained in this application is true and correct to the best of my knowledge, and that the applicant and/or agent listed below is authorized to act as the applicant and/or agent in the pursuit of the proposed application of this property.

Property Owner/Executor/Officer
(Print)

Property Owner/Executor/Officer
(Signature)

 / /
Date of Signature

Authorized Agent
(Print)

Authorized Agent
(Signature)

 / /
Date of Signature



HABERSHAM COUNTY

GEORGIA | Est. 1818

HABERSHAM COUNTY

Planning & Development

130 Jacob's Way Clarkesville, GA 30523

706-839-0140 www.habershamga.com

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Required For All Applications Regarding the Comprehensive Land Development Resolution

Disclosure of Campaign Contributions:

When any application is made for a Public Hearing with regards to the Comprehensive Land Development Resolution within two (2) years immediately preceding the filing of the applicant's application for public hearing, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing body of the respective local government showing:

- (1). the name and official position of the local government official to whom the campaign contribution was made; and
- (2). The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for public hearing and the date of each contribution; and
- (3). The disclosure shall be marked by the **applicant, property owner, or person representing the property owner** and shall be filed within ten (10) days after the application for Public Hearing is first filed with the Planning Staff. If the disclosure is not provided to the Planning Staff within said 10 days, the application shall be removed from the scheduled agenda.

I hereby certify that I have ____; I have not ____; (please √ one) read the above and that:

Within the two (2) years immediately preceding this date, I have; _____ I have not ____; (please √ one) made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

If you have made such contributions, you must provide the data required below within 10 days of filing this application.

_____ Name of Official(s)	_____ Office	_____ Amount	_____/_____/_____ Date of Contribution
------------------------------	-----------------	-----------------	---

Applicant's Name (Please Print)

Signature of Applicant

_____/_____/_____
Date of Signature