



Hart County Board of Commissioners  
Tuesday May 10, 2022  
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)
  - 04/26/2022 Regular Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT  
April Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
  - a) Short Term Rental Ordinance 2<sup>nd</sup> Reading
  - b) Whitworth Details Discussion
13. NEW BUSINESS
  - a) Kevin Patterson Setback Variance Request Subdivision Ordinance C68A 008 027
  - b) UGA Extension Service Request to Increase County's Employee Wage
  - c) Legacy Link 2022 – 2023 Nutritional Contract (Senior Center)
  - d) County Cleanup Day (Commissioner Teasley)
14. PUBLIC COMMENT
15. EXECUTIVE SESSION –
16. ADJOURNMENT

Hart County Board of Commissioners  
April 26, 2022  
6:00 p.m.

Hart County Board of Commissioners met April 26, 2022 at the Hart County Administrative & Emergency Services Center at 6:00 p.m.

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

1. Prayer

Chairman Sayer offered 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 to include item 12 d) ACCG Voting Delegate; item 13 h) Webb Setback Variance Request; and Executive Session – Litigation. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

6. Approve Minutes of Previous Meeting(s)

- 04/12/2022 Regular Meeting
- 04/19/2022 Called Meeting

Commissioner Teasley moved to approve the minutes of April 12, 2022 meeting. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

Commissioner Teasley moved to approve the minutes of April 19, 2022 meeting as amended. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

7. Remarks By Invited Guests, Committees, Authorities  
Hart County Chamber Update, Terri Partain, Executive Director

Chamber Executive Director Terri Partain presented a quarterly report; upcoming events April 23, 2022 Bass Classic; May 3 Leadership Hart Breakfast; May 3 Business After Hours event at the Botanical Gardens; May 12 Job Fair (small businesses) Adult Learning Center; May 28 Cars & Guitars Event on the square; HYDRA Music Festival; and June 25 Pre-4 Extravaganza Event.

8. Reports By Constitutional Officers & Department Heads

None

#### 9. County Administrator's Report

County Administrator Terrell Partain reported Public Safety Officials & First Responder Supplement Grant funds will be disbursed soon; concrete pad is scheduled to be poured at the Bowersville Fire Department site.

#### 10. Chairman's Report

Chairman Sayer reported Letter of Support for Lake Foods has been drafted.

#### 11. Commissioners' Reports

Commissioner Bennett reported he is receiving request for bush hogging roadside growth and complaints about trash.

Commissioner Teasley inquired about pine tree roots on Ridge Road. Administrator Partain responded he talked with Road Superintendent Teasley about the issue.

Commissioner Dorsey inquired about a meeting date with City of Hartwell officials and the Board of Education members. Administrator Partain responded the meeting will be held late May.

#### 12. Old Business

##### a) Short Term Rental Ordinance 1<sup>st</sup> Reading

Commissioner Dorsey moved to accept the first reading of Short-Term Ordinance; send notifications to property owners with short term rentals of the upcoming regulations effective June 1, 2022. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

##### b) Contract Amendment Tennis Court (Fencing)

Chairman Sayer moved to utilize SPLOST funds of \$24,900 for the fencing project. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

##### c) Bid packets for Tennis Courts Lighting, and Concrete Basketball Pad (Rec Dept)

No action was taken.

##### d) ACCG Voting Delegate

Commissioner Dorsey nominated Chairman Sayer to serve as the voting delegate of behalf of Hart County. Commissioner Teasley provided a second to the motion. The motion carried 3-0 (Chairman Sayer abstained).

#### 13. New Business

##### a) Credit for experience EMS

Commissioner Dorsey moved to grant four years credit for experience to AEMT Kyle Minyard. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

##### b) Approve Purchase of (4) Defibtech Lifeline ARM (CPR devices) EMS

Commissioner Dorsey moved to fund the purchase of (4) Defibtech Lifeline ARM devices from American Rescue Plan funds. Chairman Sayer provided a second to the motion. The motion carried 4-0.

##### c) Approve Purchase of (2) AHP300 Transport Ventilators EMS



Commissioner Teasley moved to fund the purchase of (2) AHP300 Transport Ventilators from ARP funds. Chairman Sayer provided a second to the motion. The motion carried 4-0.

- d) John Thomas Eagan, DBA Hartwell VFW Post 8076, Inc., Beer and Wine Class A Application (New)

Commissioner Dorsey moved to approve Mr. Eagan's beer and wine application for a private club. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

- e) HYDRA (503-c) Temporary/Special Event Beer and Wine Permit (Lake Hartwell Music Festival)

Commissioner Bennett moved to approve the HYDRA' temporary special event beer and wine permit. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

- f) Bruce/Carol Bates Variance Request Subdivision Ordinance Parcel Number C69B 142

Commissioner Dorsey moved to deny the variance request. Chairman Sayer provided a second to the motion. The motion carried 4-0.

- g) Sunday sales of Distilled Spirits discuss

Commissioner Bennett moved to include Sunday sales of Distilled Spirits on the November ballot. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

- h) Webb Setback Variance Request

Chairman Sayer moved to approve Mr. Webb's setback variance request and require him to sign a waiver for the distance requirements. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

#### 14. Public Comment

Rhodella Drive residents Mark & Sheri Klemka requested a section of Plantation Road that goes through their property be abandoned.

#### 15. Executive Session – Litigation

Commissioner Bennett moved to exit into Executive Session to discuss litigation matters. Commissioner Teasley provided a second to the motion. The motion carried 4-0.

Commissioner Teasley moved to reconvene the meeting. Commissioner Bennett provided a second to the motion. The motion carried 4-0.

#### 16. Adjournment

Commissioner Teasley moved to adjourn the meeting. Commissioner Dorsey provided a second to the motion. The motion carried 4-0.

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Marshall Sayer, Chairman

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Lawana Kahn, County Clerk



# FY 2022 Budget Financial Dashboard

FY 2022 Budget Financial Dashboard											
	October	November	December	January	February	March	April	YTD	TARGET	GAP to TARGET	% GAP to
Revenues	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446				
Expenditures	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446	\$1,159,446				
Actual Revenue	\$603,223	\$884,542	\$3,602,753	\$3,476,914	\$786,150	\$772,302	\$1,055,397	\$11,181,280	\$8,116,125	\$3,065,155	38%
Actual Expenses	\$969,981	\$1,524,474	\$1,192,043	\$987,774	\$1,149,721	\$924,477	\$1,254,759	\$8,003,229	\$8,116,125	-\$112,896	-1%
Monthly Variance	-\$366,758	-\$639,932	\$2,410,709	\$2,489,140	-\$363,571	-\$152,175	-\$199,362	\$3,178,051		\$3,178,051	
YTD (Reserve Drawdown)	-\$366,758	-\$1,006,690	\$1,404,019	\$3,893,159	\$3,529,588	\$3,377,413	\$3,178,051				
Real Property (Target \$499K)	\$2,221	\$340,005	\$2,712,037	\$2,429,887	\$96,299	\$98,968	\$121,771	\$5,801,188	\$3,493,000	\$2,308,188	
LOST (Target \$254K)	\$291,893	\$290,069	\$317,837	\$349,157	\$302,664	\$305,785	\$353,365	\$2,210,771	\$1,778,000	\$432,771	
EMS Fees (Target \$95.8)	\$84,962	\$82,143	\$84,798	\$77,078	\$97,564	\$106,623	\$95,720	\$628,887	\$670,600	-\$41,713	
Vehicle Title Fee (Target \$75K)	\$111,197	\$113,787	\$237,648	\$134,349	\$106,398	\$118,829	\$147,475	\$969,684	\$525,000	\$444,684	

## LEGEND

Meets or Exceeds Target
Variance < 3% or Target
Variance > 3% of Target

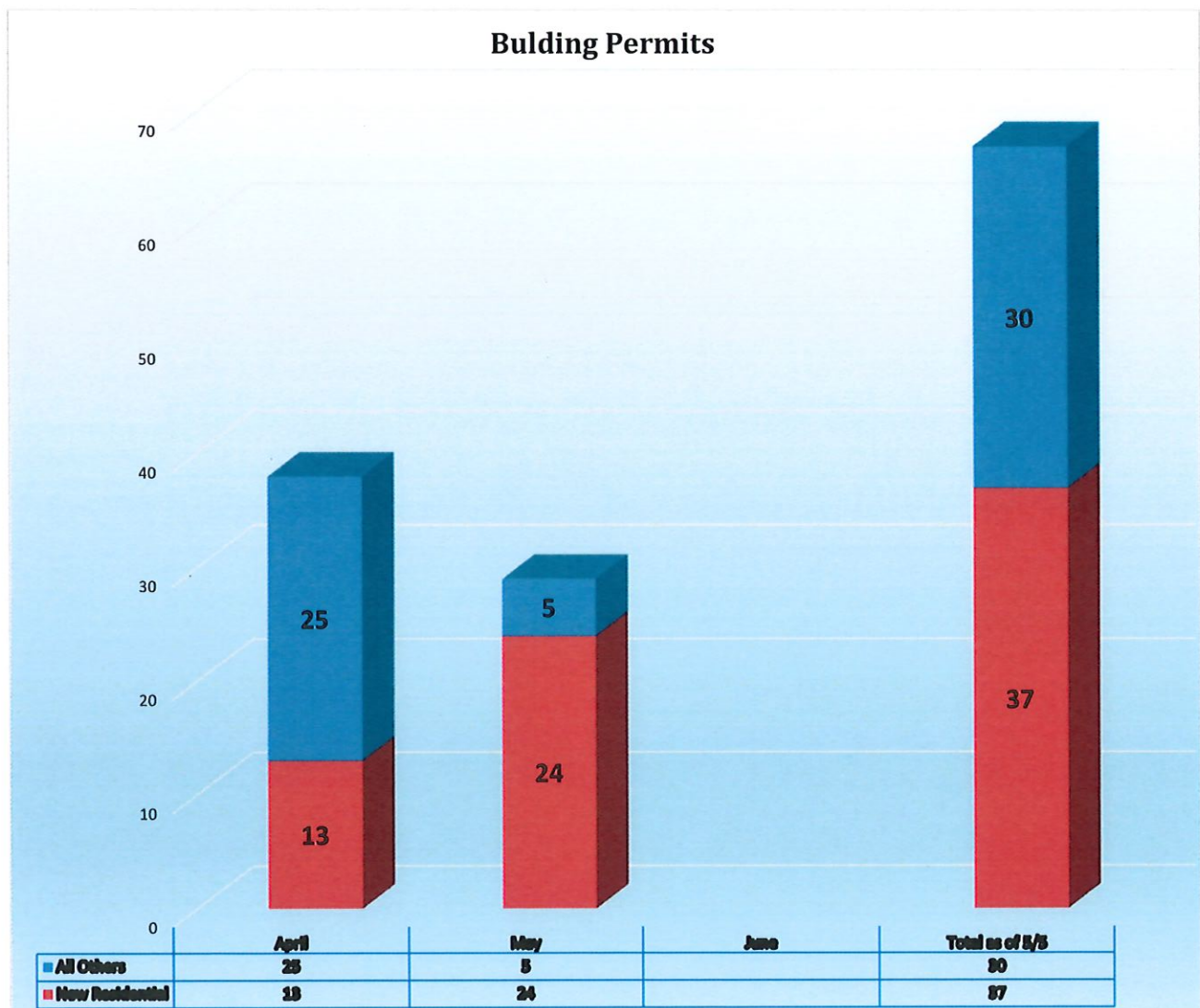
## LEGEND

Meets or Exceeds Target
Variance < 3% or Target
Variance > 3% of Target

FY 2022 Budget Paynes Creek Dashboard						
FY 2022	March	April	Totals	YTD	TARGET	GAP to TARGET % GAP to
Revenues	\$10,430	\$10,430	\$83,440			
Expenditures	\$10,430	\$10,430	\$83,440			
Gross Revenue	\$67,152	\$19,159	\$86,311	\$86,311	\$20,860	\$75,881 364%
Cancelations / Refunds	\$5,178	\$3,104	\$8,282	\$8,282		\$8,282 10%
Actual Expenses	\$11,400	\$10,876	\$22,276	\$22,276	\$20,860	-\$11,846 57%
Monthly Variance	\$50,574	\$5,179	\$55,753	\$55,753		\$55,753
YTD (Reserve Drawdown)	\$50,574	\$55,753				
Camping Fees (Target \$10,430)	\$96,465		\$96,465	\$96,465	\$20,860	\$75,605
Other (Initial Seed money)			\$0	\$0		\$0
Occupancy	17%	53%	49% Occupancy			
Meets or Exceeds Target						Meets or Exceeds Target
Variance < 3% or Target						Variance < 3% or Target
Variance > 3% of Target						Variance > 3% of Target



BUILDING PERMITS			
Thru 5th			
	April	May	Total as of 5/5
New Residential	13	24	37
All Others	25	5	30
Total	38	29	67





## **MEMORANDUM**

Terrell Partain,  
County Administrator  
May 6, 2022

RE: Item 12 A Short Term Rental Ordinance 2<sup>nd</sup> Reading

Attached is the Short Term Rental ordinance for a Second reading.



PART II - CODE OF ORDINANCES  
Chapter 22 - BUSINESSES  
ARTICLE II. SHORT-TERM RENTAL ORDINANCE

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***ARTICLE II, SECTIONS 22-31 to 22-40. SHORT-TERM RENTAL ORDINANCE***

**Sec. 22-31. Purpose.**

- (a) The purpose of this article is to establish standards for short-term rentals of privately owned residential structures used as short-term rentals and rented to transient occupants, minimize adverse effects of short-term rental uses on surrounding residential neighborhoods, and preserve the character of neighborhoods in which short-term rental use occurs.
- (b) This article is not intended to regulate hotels, motels, inns, boarding houses, agritourism or non-vacation type rental arrangements.

**Sec. 22-32. Applicability.**

- (a) It shall be unlawful for any owner of any property within the unincorporated areas of Hart County to rent or operate a short-term rental of residential property contrary to the procedures and regulations established in this article, other provisions of this Code, or any applicable state law.
- (b) The restrictions and obligations contained in this article shall apply to short-term rentals at all times during which such short-term rentals are marketed and used as short-term rentals.
- (c) The allowance of short-term rentals pursuant to this article shall not prevent enforcement of additional restrictions that may be contained in restrictive covenants or other private contractual agreements or arrangements. Hart County shall not be responsible for enforcement of such covenants, agreements, or arrangements.
- (d) A property that has been advertised or listed via the internet or other media sources (e.g. [www.vrbo.com](http://www.vrbo.com), [www.airbnb.com](http://www.airbnb.com), etc.) for short-term rental shall be prima facie evidence the property is being used as a short-term rental.

**Sec. 22-33. Definitions.**

[The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.]

*Bedroom:* A room that meets the building code requirements to be used as a sleeping room and for no other primary purpose.

*Managing agency or agent:* A person, firm or agency representing an owner or owners of a short-term rental.

*Local contact person:* A resident of Hart County at least 21 years of age, who has been designated by the property owner as being responsible for insuring compliance with this ordinance, in all respects.

*Owner:* A person who holds legal and/or equitable title to private property.

*Person:* A natural human being, estate, association, firm, partnership, corporation, or other legal entity.

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*Private:* Intended for or restricted to the occupants and/or guests of his or her short-term rental; not for public use.

*Rental term:* The period of time a responsible person rents or leases a short-term rental.

*Responsible person:* An occupant of a short-term rental who is at least 25 years of age and who is legally responsible for ensuring that all occupants and/or guests of the short-term rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short-term rental.

*Short-term rental:* An accommodation for transient guests, rented for the purpose of overnight lodging for a period of less than 30 days. For the purposes of this definition, a short-term rental shall include all housing types.

**Sec. 22-34. Property owners, local contact person, and responsible person.**

**(a) *Property owners:***

- (1) The owner and/or local contact person shall use reasonably prudent business practices to ensure the short-term rental is used in a manner that complies with all applicable laws, rules, and regulations pertaining to the use and occupancy of the subject short-term rental, and shall further use reasonably prudent business practices to ensure the occupants and/or guests of the short-term rental do not create noise or nuisance in violation of the nuisance regulations of Georgia Code (found in O.C.G.A. § 41-1-1) or disturbances, or engage in disorderly conduct (found in O.C.G.A. § 16-11-39 and § 16-11-44), or violate any other applicable law, rule or regulation pertaining to the use and occupancy of the subject short-term rental.

**(b) *Local contact person:***

- (1) Each owner of a short-term rental shall designate a local contact person who resides in Hart County and has access and authority to assume management of the short-term rental and take remedial measures while the short-term rental is being rented to an occupant and/or guest. A resident owner of a short-term rental may designate himself or herself as the local contact person;
- (2) The local contact person shall be at least 21 years of age, and reside in Hart County, Georgia;
- (3) There shall be only one designated local contact person for a short-term rental at any given time;
- (4) The local contact person shall be required to respond to the location of the short-term rental 24 hours a day, seven days a week, and within two hours after being notified by a duly authorized representative of Hart County of the existence of a violation of this article or any other provision of this Code, or any disturbance or complaint requiring immediate remedy or abatement regarding the condition, operation, or conduct of occupants of the short-term rental. Whether the local contact person shall be required to respond to the location of the short-term rental to address a violation, disturbance, or complaint shall be determined in the discretion of the Sheriff, and Sheriff Deputies, and the county officer or employee responding to said violation, disturbance, or complaint.



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Nothing in this section shall be construed as limiting Hart County or any officer or employee thereof or any other State or Federal office in responding to any violation, disturbance, or complaint or taking any enforcement action under this article;

- (5) An owner may retain a local managing agent, managing agency, operator, or representative to serve as the local contact person to comply with the requirements of this Section, including, without limitation, the permitting of the short-term rental, the management of the short-term rental, and the compliance with the conditions of the short-term rental license. The owner of the short-term rental is responsible for compliance with the provisions of this section and the failure of an agent, representative, or local contact person to comply with this section shall be deemed noncompliance by the owner; and
  - (6) The owner must immediately notify the County Administrator in writing upon a change of local contact person or the local contact person's telephone number. This notification will be on forms prescribed by the county permit office. The new, revised business short-term rental license will not extend the expiration date of the original short-term rental license, will be issued for a fee of \$250.00, and must be posted in the short-term rental within ten days of any change of local contact person information and before occupants can rent or occupy the short-term rental. Failure to do so within 14 days after such change shall, unless such time limit is extended for good cause, be reason for revocation of a license granted pursuant to this article.
- (c) *Responsible person:*
- (1) Every short-term rental shall be rented to a designated responsible person at least 25 years of age. The owner of the short-term rental is responsible for compliance with the provisions of this article, and the failure to ensure the short-term rental is rented to a designated responsible person shall be deemed noncompliance by the owner.

#### **Sec. 22-35. Licenses and transferability.**

(a) *Required licenses:*

- (1) The owner shall pay the required annual license fee of five hundred dollars (\$500.00) and shall comply with all applicable provisions of this Code;
- (2) The owner shall timely pay all property taxes owed for the real property on which the short-term rental is located;
- (3) No owner or local contact person of a short-term rental shall rent, lease, or otherwise exchange for compensation all or any portion of such short-term rental without first obtaining a short-term rental license from the county;
- (4) A separate short-term rental license shall be required for each structure used for short-term rental;
- (5) No short-term rental license shall be issued for multi-unit housing developments, it being the intention of the County that only single family residences shall be offered for a short-term rental in Hart County;

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- (6) An owner of a short-term rental, or their designated representative, shall submit an application for a short-term rental license to the county permit office on an annual basis. The application shall be furnished on a form specified by the county, accompanied by a non-refundable license fee as established in this section. Such application shall include:
- a. The complete street address of the short-term rental;
  - b. Ownership information, including the name, address, e-mail address, and telephone number of each person or entity with an ownership interest in the property;
  - c. The name, address, telephone number, and email address of the local contact person for the short-term rental;
  - d. The number of bedrooms and approximate square footage in the short-term rental, and the maximum number of overnight and daytime occupants, as allowed by this article;
  - e. A sworn statement from the applicant certifying that all designated bedrooms, including egress from all designated bedrooms, meet applicable state safety code requirements;
  - f. Signed acknowledgment that the owner has read all regulations pertaining to the operation of a short-term rental;
  - g. Signed acknowledgment that the local contact person has read all regulations pertaining to the operation of a short-term rental;
  - h. Acknowledgement that the owner or local contact person has or will post, at the short-term rental, the notice required in section 22-35; and
  - i. In cases where the short-term rental has an on-site septic system, a performance evaluation from the health department verifying condition of the on-site sewage management system, except that such a performance evaluation shall not be required for renewal applications. In cases where the short-term rental is serviced by sewer, documentation from the applicable city or county department providing sewer to the rental property verifying sewer capacity, or a service permit issued by the County Board of Health, but such documentation shall not be required for renewal applications;
- (7) Any false statements or information provided in the application are grounds for denial or revocation of a license, including the denial of future applications;
- (8) Upon the filing of a completed permit application, the county permit office shall review the application for compliance with the requirements of this article. Within 30 days of the filing of the completed application, the permit officer or his or her designee shall either issue a short-term rental license to the applicant or issue a written notice of denial. A short-term rental license shall be issued to an applicant unless:
- a. The applicant has had a short-term rental license revoked within the previous 12-month period;
  - b. The property taxes have not been paid and are delinquent;
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- c. The health department notifies the county of an inadequate septic system or other health concerns;
  - d. The application or the property does not meet the minimum requirements of this article;
- (9) A decision to deny an application shall be issued in writing and may be appealed to the board of commissioners in accordance with the procedures set forth in this article.
- (b) *License fee/renewal:*
- (1) The short-term rental license application shall be accompanied by an application fee of \$500.00. In the event of a renewal application for a remaining term (such as is required if the local contact person has changed) shall be accompanied by an application fee of \$250.00.
  - (2) All licenses granted under this article shall expire on December 31 of each year. Applicants shall file a new application accompanied by the requisite fee with the county on or before the second Monday in December of each year without penalty. If an application is submitted after the second Monday in December, a new application shall be required, as renewal eligibility will not be considered past this date.
  - (3) The short-term rental license is not transferrable and should ownership of a unit change, a new license application shall be required prior to any use of the property as a short-term rental.
- (c) *All short-term rentals are subject to the following:*
- (1) The owner or local contact person shall, by written agreement with the responsible person, limit overnight occupancy of the short-term rental to the specific number of overnight occupants designated in the short-term rental license application;
  - (2) Any advertising of the short-term rental shall conform to information included in the short-term rental license and requirements of this article, and shall include the short-term rental license number issued by the county, notification of the maximum occupancy, maximum number of vehicles allowed, and provisions prohibiting disorderly conduct, disturbing the peace, and maintenance of nuisance;
  - (3) Occupancy for short-term rentals served by sewer: The number of overnight occupants shall not exceed two persons per bedroom per residence meeting all state code requirements, but in no case shall rental occupancy exceed 12 overnight persons total. For the purpose of maximum occupancy, those persons under two years of age shall not be counted;
  - (4) Occupancy for short-term rentals with onsite septic system: The number of overnight occupants shall not exceed two persons per bedroom, and shall meet all state codes, but in no case shall rental occupancy exceed 12 overnight persons total. The maximum capacity shall be based on the number of bedrooms. All occupants, regardless of age, are counted as persons;
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- (5) A bedroom shall be a room that is designed to be, or meets the state code requirements to be used as a sleeping room and for no other primary purpose. Every bedroom shall have an emergency escape or rescue exit and a minimum ceiling height as follows:
- a. Each bedroom shall have at least one operable window or door for emergency escape or rescue that opens directly to the exterior of the residence. The emergency door or window shall be operable from the inside to provide a full, clear opening without the use of separate tools, and shall comply with all requirements of the International Residential Code ("IRC") as were in effect on the date the short-term rental was issued a certificate of occupancy;
  - b. Bedroom ceilings shall comply with all requirements of the IRC as were in effect on the date the short-term rental was issued a certificate of occupancy;
- (6) The owner or local contact person shall, by written agreement with the responsible person, limit daytime occupancy of the short-term rental to the specific number of nighttime occupants set forth in Section 22-35(c)(3 and 4) of this ordinance, with the number of daytime occupants not to exceed four guests in addition to the total number. In any event daytime occupancy shall not exceed 16 total. Overnight occupancy limitations shall apply between the hours of 10:00 p.m. and 7:00 a.m.;
- (7) Prior to permitting occupancy of a short-term rental by a transient occupant, the owner or the local contact person shall: (a) verify the rental is to a responsible person and obtain their name and address; (b) provide information about the short-term rental regulations to the responsible person; and (c) require written confirmation from the responsible person that he or she:
- a. Has read the pertinent regulations; and
  - b. Understands all applicable laws, rules, and regulations pertaining to the use and occupancy of the short-term rental, including, but not limited to, the county and state regulations regarding nuisance, disorderly conduct and disturbing the peace; and
  - c. Understands that they are bound to all applicable laws, rules, and regulations; and
  - d. Agrees to comply with all applicable laws, rules, and regulations, and agrees to be legally responsible for compliance by all occupants and/or guests of the short-term rental with all applicable laws, rules and regulations pertaining to the use and occupancy of the short-term rental, including, but not limited to, to the county and state regulations regarding nuisance, disorderly conduct and conduct constituting disturbance.

This information shall be maintained by the owner or the local contact person for a period of one year from the last day of each rental period.

- (8) Parked vehicles.
- a. Shall be limited to the number of bedrooms designated in the short-term rental license application with the maximum allowable vehicles not to exceed one vehicle per bedroom, at any time. A watercraft, travel trailer, or any other recreational
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trailer which is pulled by a motorized vehicle shall be counted as a separate vehicle when referenced in this article of the Code;

- b. Shall not be parked on or within the county right-of-way or along any public roadways at any time; and
  - c. Shall be parked only on designated hard surfaced areas with gravel, concrete or asphalt surfacing; and shall not be permitted outside such hard-surfaced areas (i.e. no parking in yards).
- (9) The owner and/or local contact person shall use best efforts to ensure that the occupants and/or guests of the short-term rental do not violate the regulations set forth in Georgia laws regarding nuisance, disorderly conduct, and disturbing the peace by notifying the occupants of the rules regarding short-term rentals and responding appropriately when notified that occupants are violating laws regarding their occupancy. Any violation of these regulations by a guest at a short-term rental shall be considered a violation under this article. It is not intended that the owner and/or local contact person act as a peace officer or place himself or herself in harm's way, but he or she shall be expected to alert local law enforcement.

(d) *Transferability:*

- (1) No short-term rental license issued under this article shall be transferred or assigned or used by any person other than the owner or local contact person to whom it is issued, or at any location other than the one for which it is issued.

**Sec. 22-36. Standard operational requirements and conditions.**

(a) *Posted information notice:*

- (1) Each short-term rental shall have a clearly visible and legible notice conspicuously posted within the short-term rental on or adjacent to the front door, containing the following information:
- a. The name of the owner and local contact person of the short-term rental, and a telephone number at which that party may be reached on a 24-hour, seven days a week, basis;
  - b. The name and address of the nearest hospital;
  - c. The maximum number of overnight occupants and/or daytime guests permitted to be at the short-term rental;
  - d. The maximum number of vehicles allowed to be parked on the property, including a sketch of the location(s) of the on-site parking spaces;
  - e. The trash pickup day and notification that trash and refuse shall not be left or stored on the exterior of the property unless it is placed in a curbside container, and that the curbside container shall not be placed sooner than 24 hours prior to the pickup day, and must be removed no later than 24 hours after pickup (If owner or operator provides daily trash removal then this notice is not necessary);



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- f. Notification that failure to conform to the parking and occupancy requirements of the short-term rental is a violation of this article; and
  - g. The times that quiet hours are observed (generally from 11:00 p.m. until 7:00 a.m.) and a statement advising the occupant that any failure to comply with the any applicable regulations is a violation of this article.
  - h. A copy of the short-term rental license with the license number displayed.
- (b) *Occupancy:*
- (1) The number of overnight occupants and/or daytime guests at the short-term rental shall comply with all applicable provisions of section 22-35(c) of this Code.
- (c) *Parked vehicles.*
- (1) All parked vehicles at the short-term rental shall comply with all applicable provisions of section 22-35(c)(8) of this Code.
- (d) *Life safety and sanitation.*
- (1) All designated bedrooms, including egress from all bedrooms, shall comply with all applicable state and national safety codes as were in effect on the date the short-term rental was built.
  - (2) Every bedroom, adjoining hallway, and common area shall be equipped with an operational smoke detector that meets current IRC standards and shall be maintained in good working order at all times. The placement and mounting of each smoke detector shall comply with all applicable requirements of the current IRC.
  - (3) Each habitable floor shall be equipped with an operational carbon monoxide detector that meets applicable state law standards and shall be maintained in good working order at all times.
  - (4) Each floor of the short-term rental shall be equipped with a fire extinguisher that is properly installed, fully charged, not past expiration date, and that meets all National Fire Protection Association (NFPA) standards, including those as set forth in NFPA 10: Standard for Portable Fire Extinguishers.
  - (5) Private swimming pools shall comply with the current International Swimming Pool and Spa Code.
  - (6) The owner and/or local contact person shall maintain a house number that is visible from the street at all times.

#### **Sec. 22-37. Suspension or revocation of license.**

Any suspension, revocation, or forfeiture of an issued license by the board of commissioners shall occur only after notice and opportunity for a hearing before the board of commissioners consistent with the procedures set forth in this article and upon the following occurrences:

- (1) A short-term rental, its owner, local contact person, responsible person, or occupants are found to be in violation of this article or in violation of the regulations set forth may be subject to criminal citation and prosecution.
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- (2) An applicant who furnished fraudulent or untruthful information in the application for a license, or omitted information required in the application for a license, or failed to pay all fees, taxes, or other charges imposed under the provisions of this article, in which case the board of commissioners may immediately suspend or revoke the short-term rental license.
  - (3) A short-term rental does not meet the licensing qualifications set forth in this article at any time such knowledge becomes known to the county administrator, board of commissioners, in which case the board of commissioners shall immediately suspend or revoke the short-term rental license.
  - (4) A short-term rental has been used as a short-term rental during a period of suspension of a license, in which case the board of commissioners shall immediately revoke the short-term rental license.

**Sec. 22-38. Violation and penalties.**

- (a) Any violation of this article, including any violation of the regulations set forth or referenced herein, shall subject the licensed individual to the following progressive actions by the board of commissioners, except for those violations and occurrences that provide for immediate suspension or revocation upon notice and hearing:
    - (1) The first violation within a consecutive 12-month period shall result in a fine in magistrate court not to exceed \$500.00 and a written warning notice of violation upon a finding of guilt or plea of guilty or nolo contendere in magistrate court.
    - (2) The second violation within a consecutive 12-month period shall result in a fine in magistrate court not to exceed \$750.00 and a license suspension for a period of not less than 30 days nor more than 90 days upon a finding of guilt or plea of guilty or nolo contendere in magistrate court.
    - (3) The third violation within a consecutive 12-month period shall result in a fine in magistrate court not to exceed \$1,000.00 and the revocation of the short-term rental license upon a finding of guilt or plea of guilty or nolo contendere in magistrate court, and neither the owner nor local contact person shall be eligible to reapply for a license for a period of 12 months from the date of revocation.
  - (b) Nothing contained in this subsection shall be construed to preclude the board of commissioners from suspending or revoking a license for a period exceeding those periods identified in subsections 22-38(a)(1) through (a)(3) or from revoking the license if the board determines in its discretion that such action is necessary and in the best interest of the public health, safety, and welfare of the county.
  - (c) In all cases, the mandatory suspension period may be mitigated by the board of commissioners upon presentation of evidence that the licensee established practices and procedures to prevent the violation from occurring.
  - (d) Enforcement action may be brought against any individual, including, but not limited to, the owner, local contact person, responsible person, or occupants and/or guests of a short-term rental for violations of this article and any other provision of this Code. Any violation of the provisions of this article shall be enforced in magistrate court to the full extent authorized by
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O.C.G.A. § 36-1-20, with a finding of guilt or plea of guilty or nolo contendere subjecting the licensed individual to the same administrative sanctions as set forth in section 22-38(a)(1)—(3) regardless of whether the finding of guilt as against or the plea of guilty or nolo contendere was by the owner, local contact person, responsible person, or occupants and/or guests.

- (e) Each day the short-term rental is marketed or rented for overnight accommodation without the necessary short-term rental license required under this article shall constitute a separate violation.
- (f) Failure of the owner or local contact person to respond regarding the condition, operation, or conduct of occupants and/or guests of the short-term rental in a timely and appropriate manner shall be grounds for imposition of penalties as set forth in this article. It is not intended that an owner or local contact person act as a peace officer or place himself or herself in an at-risk situation.
- (g) In addition to the penalties described above, any person violating the provisions of this article by operating a short-term rental without a valid short-term rental license may be prosecuted according to the general penalties described in section 1-13 of this Code.

**Sec. 22-39. Enforcement.**

- (a) The Hart County Sheriff or his or her designee and Hart County Code Compliance officer shall have authority to enforce this article.
- (b) Any complaints received by the county regarding a short-term rental may result in a notice of the complaint being directed to the local contact person designated in the short-term rental license, which may result in direction that the local contact person respond for the short-term rental as provided in section 22-34(b).
- (c) Notice of any citations issued for violations of this article shall be provided to the local contact person designated in the short-term rental license within one week of the issuance of such citations.

**Sec. 22-40. Hearing on denial, suspension or revocation.**

- (a) Upon receipt of a timely appeal (accompanied by a fee of \$250.00 made payable to Hart County, Georgia) of an administrative denial, upon presentation of evidence to the county permit office of a violation of this article, or upon a showing of any of the other occurrences set forth in section 22-35, the permit officer shall schedule a hearing before the board of commissioners or its designated hearing officer and provide written notice to the adverse party of the time, place and date of the scheduled hearing. The permit officer shall also state in the written notice the basis for the administrative denial or the violation or occurrence alleged that forms the basis for the denial or potential suspension or revocation. After notice of hearing, matters scheduled for hearing may only be continued by agreement of the county attorney and the adverse party and/or counsel for the adverse party.
- (b) The board of commissioners shall have the duty of conducting hearings concerning the denial, revocation, or suspension of a license. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.

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- (c) At the hearing, after presentation of the case against the adverse party, the adverse party will have an opportunity to present his case, to rebut the allegations made against him, and present whatever defenses he or she may have. The adverse party shall have the right to be represented by an attorney, at the expense of the adverse party, and to present evidence and cross-examine opposing witnesses.
- (d) At the conclusion of the hearing, the findings and conclusions of the board of commissioners shall be forwarded to the county permit office, and it shall be the duty of the permit officer to provide written notification via certified mail to the adverse party of the decision of the board of commissioners.
- (e) The decision of the board of commissioners shall be final unless appealed to the Superior Court of Hart County within 30 days of receipt of the permit officer's written notification to the adverse party of the board's decision.
- (f) For purposes of this section, notice shall be deemed delivered when personally served or when served by certified mail postage prepaid within three days after the date of deposit in the United States Mail.

SO RESOLVED in session for official purposes by the Hart County Board of Commissioners.

(OFFICIAL SEAL)

**BOARD OF COMMISSIONERS OF  
HART COUNTY, GEORGIA**

By: \_\_\_\_\_  
Marshall Sayer, Chairman

\_\_\_\_\_  
Michael Bennett, District 1

\_\_\_\_\_  
Frankie Teasley, District 2

Not Present  
\_\_\_\_\_  
Ricky Carter, District 4

\_\_\_\_\_  
Joey Dorsey, District 5

Attest:

\_\_\_\_\_  
Lawana Kahn, County Clerk

1<sup>st</sup> Reading: April 25, 2022

2<sup>nd</sup> Reading: May 10, 2022

3<sup>rd</sup> Reading and Adoption: May 24, 2022 by a vote of \_\_\_\_ to \_\_\_\_.

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## **MEMORANDUM**

Terrell Partain,  
County Administrator  
May 6, 2022

RE: Item 13 A Kevin Patterson Setback Variance Request Subdivision Ordinance  
C68A 008 027

Attached is a request for a variance of the 10' side setback for a new house from Mr. Patterson.

**From:** Kevin Patterson <Kevin.Patterson@Milliken.com>  
**Sent:** Wednesday, May 4, 2022 11:13 AM  
**To:** tpartain@hartcountyga.gov; mark curraheehomebuilders.com  
**Subject:** FW: Rigsby Rd. Lot 6 Hartwell  
**Attachments:** Enlarged area CHB-CGLLC6-Model.pdf; CHB-CGLLC6-Model.pdf

Mr. Partain.. see below the request.. advise..

Kp

**From:** Kevin Patterson  
**Sent:** Tuesday, May 3, 2022 7:21 PM  
**To:** tpartain@hartwellcountyga.gov  
**Cc:** mark curraheehomebuilders.com <mark@curraheehomebuilders.com>  
**Subject:** Rigsby Rd. Lot 6 Hartwell

Mr. Partain,

My name is Kevin Patterson and I am the owner of lot 6 on Rigsby Rd. in Hartwell. I would like to request to be added to the variance meeting on the 10<sup>th</sup> of this month. Due to the fact we live out of state and we will also be out of the country starting this Sunday we would like to request Currahee Home Builders (Mark Lanham) to represent us in this review. My wife and I are building on this lot to move permanently to Hartwell as soon as construction completion for our retirement. We would love the committee's consideration of this variant to the set back once our builder reviews the details around this lot and neighboring lots.

For your review I have attached the drawings showing the full view along with an enlarged view.

I thank you in advance for your help and consideration and look forward to your response

Kevin Patterson  
Cell/ work 864-561-8294

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Confidentiality and Commercial Terms and Conditions Notice:

This message may contain privileged or confidential information and is intended only for the use of the addressee. Please advise immediately if you or your employer do not consent to e-mail for messages of this kind. If you are not the addressee, or person responsible for delivering this message to the person addressed, you may not copy or deliver this to anyone else. If you receive this message by mistake, please notify the sender immediately by return e-mail. All commercial transactions, offers and acceptances are exclusively subject/limited to and conditioned upon our terms posted at our [Terms and Conditions](#) page. We object to and reject any additional/different terms and conditions unless we expressly agree to them in writing.

Privacy Terms:

Our Data Protection Notices meet the high data protection standards set by the European General Data Protection Regulation ("GDPR"). You have the right to object to the processing of personal data for direct marketing purposes at any time. For more information about our data protection practices and to view a copy of our Data Protection Notices please refer to our [Privacy](#) page.

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REFERENCE:  
DEED BOOK 966, PAGE 454  
PLAT BOOK 7321, PAGE 121

## SUPERVISORS' CERTIFICATION

[illegible]

Kenneth Cosh

Date:

SURVEYED BY:  
BARTLETT & CASH LAND SURVEYORS, INC.  
RUSSELL N. BARTLETT - KENNETH V. CASH  
R/S NO. 2114 R/S NO. 2539  
2805 HISTORIC HWY 17  
MARTIN, GA. 30557  
(706) 779-5047 COA NO. LSF001222



THIS SURVEY IS SUBJECT  
TO ALL RIGHTS OF WAY  
AND EASEMENTS WRITTEN  
OR UNWRITTEN.

THIS SURVEY MADE WITH A NIKON 101.1 STATION, THE FIELD DATA UPON WHICH THIS PLAT WAS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 4745 FEET, AND AN ANGULAR ERROR OF 0'0.0" PER ANGLE, AND WAS ADJUSTED BY ARITHMETIC BALANCING. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE, AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 4747 FEET.

NOTE: ALL UNDERGROUND UTILITY LOCATION IS APPROXIMATE, AND IS BASED ON VALUES, MARKERS, PLATS, AND PAINT MARKS FOUND ON THE SURFACE. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE LOCATION OF UNDERGROUND UTILITIES, OR THE NONEXISTENCE OF OTHER UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS AND VERIFYING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

COUNTY: HART, GEORGIA  
GMD: 1112  
DATE: 21-APRIL-2022      MAPPED: 22-APRIL-2022  
SCALE: 1" = 50'  
FB: 401  
JOB: CGLIC6  
FILE: CALIFORNIA GIRLS, LLC

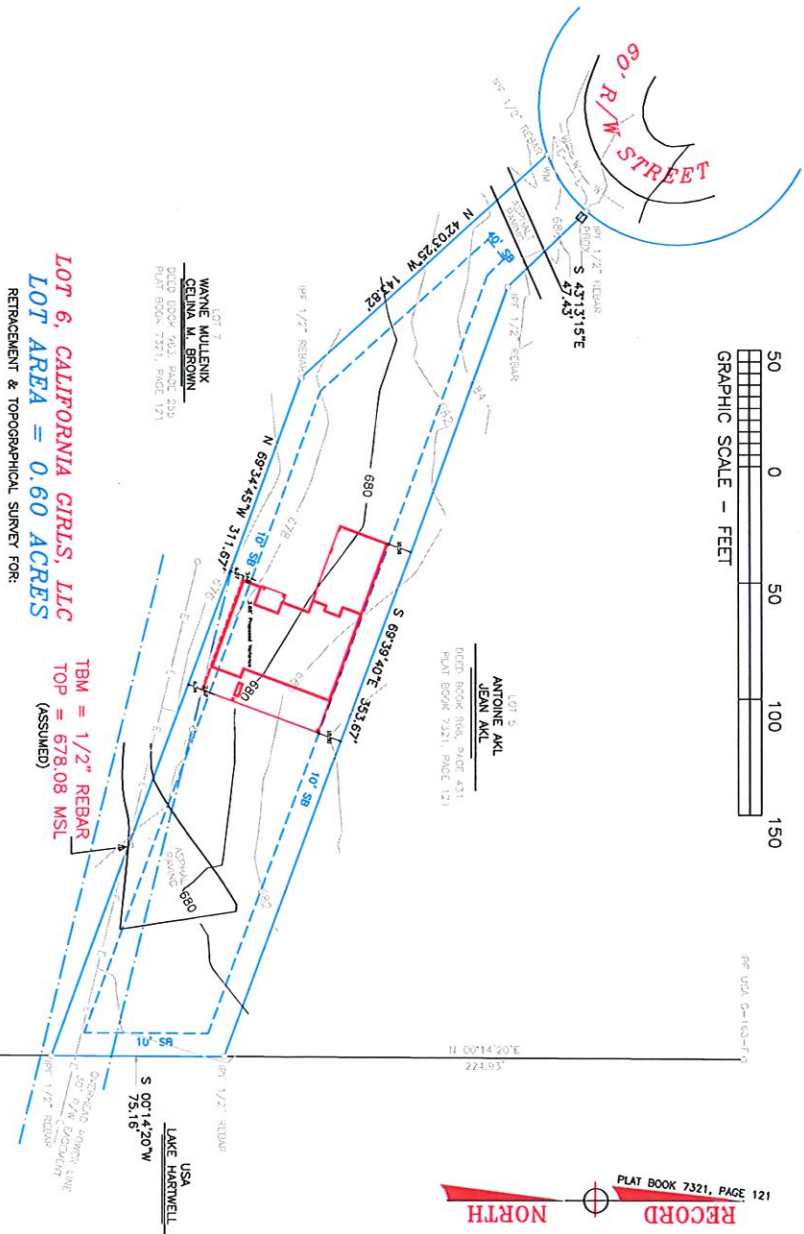
IP5 = IRON PIN SET  
/2" REBAR  
IPF = IRON PIN FOUND

CM = CONCRETE MONUMENT  
R/W = RIGHT OF WAY  
MSL = MEAN SEA LEVEL  
POB = POINT OF BEGINNING  
WM = WATER METER  
-E- = POWER LINE  
-W- = WATER LINE  
PD = POWER BOX

KEVIN RYAN PATTERSON  
HEATHER FEW PATTERSON

RETRACEMENT & TOPOGRAPHICAL SURVEY FOR:  
**LOT 6, CALIFORNIA GIRLS, LLC**  
**LOT AREA = 0.60 ACRES**

TBM = 1/2" REBAR  
TOP = 678.08 MSL  
(ASSUMED)



353.67,

5

34, 45, W

SB

3.68' Proposed Variance

$$377.67,$$

90

6.34

7

3









## **MEMORANDUM**

Terrell Partain,  
County Administrator  
May 6, 2022

RE: Item 13 B UGA Extension Service Request to Increase County's Employee Wage

Attached is a request from UGA Extension Service District Director Bobby Smith requesting consideration for the county to adjust the Program Assistant's (County Employee) wage to match the state employees increase from the state.





UNIVERSITY OF GEORGIA  
**EXTENSION**

Northeast District Extension  
301 Hoke Smith Building  
UGA Athens Campus  
Athens, Georgia 30602  
TEL 706-542-3179 | FAX 706-542-1612  
nedist@uga.edu  
[www.extension.uga.edu](http://www.extension.uga.edu)

Dear Hart County,

With the passage of the Governor's FY 2023 budget by the General Assembly, all full-time, benefitted state employees received a \$5,000 Cost of Living Adjustment (COLA) in April, which is included as part of their permanent salary. For University of Georgia (UGA) Extension employees, the full cost of this COLA is covered through state funding sources and all UGA Extension Employees received the full amount of the COLA even if their salary is cost-shared with county government and at no additional cost to the county government.

However, there are a few 100% county funded employees who are assigned to work in the local Extension Office who were not eligible for this increase since they are not state employees. Based upon the Memorandum of Understanding between UGA Extension and County Government, for 100% county funded Extension personnel, "the County shall employ and determine the total salary that personnel are to be paid" and that "annual salary adjustments for County Extension Personnel shall be based on County policy and consistent with such policies for other County employees".

While the decision to adjust salary is fully the decision of County Government, I would like to ask that consideration be given to these employees where possible since their pay may now be significantly lower than their UGA counterparts.

In addition, starting salaries for UGA Extension employees were increased by \$5,000 to keep pace with the COLA received by current employees. Below is a chart of old versus new starting salary levels for your information.

<b>OLD:</b>	<b>New:</b>	<b>100% County paid</b>
Administrative Assistant- \$27,500	\$32,500	
Program Assistant- \$27,500	\$32,500	Jacob Smith
Educator- \$30,000	\$36,000	
Extension Agent- \$47,000	\$52,000	

Thank you for your continued support of UGA Extension. Please let me know if you have any questions regarding this correspondence or if I can be of any other assistance.

Sincerely,

District Extension Director

Commit to Georgia | [give.uga.edu](http://give.uga.edu)

An Equal Opportunity, Affirmative Action, Veteran, Disability Institution



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
May 6, 2022

RE: Item 13 C Legacy Link 2022 – 2023 Nutritional Contract (Senior Center)

Attached is the 2022-2023 contract agreement with Legacy Link for the nutrition program through the Senior Center. Everything appears to be in order with it.



Parties: The Legacy Link, Inc.  
P.O. Box 1480  
4080 Mundy Mill Road  
Oakwood, Georgia 30566  
Phone No: 770-538-2650

Hart County Commission  
800 Chandler Street  
Hartwell, Georgia 30643  
Phone No: 706-376-2024

Subject: Nutrition Program

Term: July 1, 2022 to June 30, 2023

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**AGREEMENT**

THIS AGREEMENT entered into this First day of July, 2022 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the HART COUNTY COMMISSION, hereinafter referred to as the "Contractor".

**W I T N E S S E T H:**

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Wellness services to elderly persons; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening services in Hart County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2022 to 12:00 Midnight, Eastern Daylight Time, June 30, 2023.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Hart County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 8,150 units of congregate nutrition services to 45 elderly persons, 23,600 units of home-delivered nutrition services to 100 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2022 to June 30, 2023.

4. Reports.

(a) A financial report containing a statement of all expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2022.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2022.



(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2022, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Fifty Seven Thousand Forty Seven Dollars (\$57,047.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Twenty Four Thousand Two Hundred Thirty Five Dollars (\$24,235.00) and federal and state funds for home-delivered meals in the amount of Seventy Three Thousand Nine Hundred Seventy Five Dollars (\$73,975.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Five Thousand Seven Hundred Fifty One Dollars (\$5,751.00) will be available for nutrition site operations.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 8,150 congregate and 23,600 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Eight Thousand Six Hundred Fifty One Dollars (\$8,651.00) for congregate meals and Fifteen Thousand Four Hundred Five Dollars (\$15,405.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being Eleven Thousand Four Hundred Fifty One Dollars (\$11,451.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement.



The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2022 to June 30, 2023.

(b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial

reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.



14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.,

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for

clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor



agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring agency without prior approval. The Contractor shall not display the Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or

analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action



that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex I that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become

unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

\*\*\*\*\*This Space Remains Blank Intentionally\*\*\*\*\*



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By: \_\_\_\_\_  
Chief Executive Officer/AAA Director

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public

CONTRACTOR:  
HART COUNTY COMMISSION

By: \_\_\_\_\_  
Chairman

Subscribed and sworn to  
in our presence:

\_\_\_\_\_  
Notary Public