

# Hart County Board of Commissioners Tuesday July 13, 2021 6:00 p.m.

- **PRAYER**
- PLEDGE OF ALLEGIANCE
- 3. CALL TO ORDER
- 4. WELCOME
- APPROVE AGENDA
- 6. APPROVE MINUTES OF PREVIOUS MEETING(S)
  - 6/22/2021 Reg Meeting
  - 6\29/2021 Called Meeting
- 7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
- 8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
- 9. COUNTY ADMINISTRATOR'S REPORT June Financial Report
- 10. CHAIRMAN'S REPORT
- 11. COMMISSIONERS' REPORTS
- 12. OLD BUSINESS
  - a) Silver Oaks Homes North Lake Subdivision Revision (Tabled 6/22/21)
  - b) Legacy Link Contract Amendment
- 13. NEW BUSINESS
  - a) MOU Board of Regents for Cooperative Extension Services
  - b) Hart County Water and Sewer Authority Community Development Block Grant (CDBG)

  - c) Selection of Construction Manager -at Risk for Jail Projectd) Acceptance of the American Rescue Plan Act (ARPC) Funds
  - e) Annexation Request Parcel I56J 028 into City of Hartwell
- 14. PUBLIC COMMENT
- 15. EXECUTIVE SESSION Litigation
- 16. ADJOURNMENT

#### Hart County Board of Commissioners June 22, 2021 6:00 p.m.

Hart County Board of Commissioners met June 22, 2021 at 6:00 p.m. at the Hart County Administrative & Emergency Services Center.

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

1. Prayer

Prayer was offered by Chairman Sayer.

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 Teasley moved to amend and approve the agenda to remove item 12 d) Fire Department Building Package Purchase. Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

- 6. Approve Minutes of Previous Meeting(s)
- 6/8/2021 Reg Meeting

Commissioner Dorsey moved to approve the meeting minutes of June 8, 2021. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

7. Remarks By Invited Guests, Committees, Authorities

None

8. Reports By Constitutional Officers & Departments Heads

Clerk of Superior Court Frankie Gray presented Deborah Scott with a plaque for twenty-three years of service to the county upon her retirement.

County Attorney Walter Gordon presented a draft of the moratorium to issue permits for rendering plants.

9. County Administrator's Report

County Administrator Terrell Partain reported Long Point Park will close at 10:00 p.m. June 25 in preparation for the Pre-Fourth Fireworks Event; and Open Records/Open Meetings training session is scheduled June 29, 2021 at 6:00 p.m. in the BOC meeting room.

#### 10. Chairman's Report

Chairman Sayer reported an individual commended Road Superintendent Shannon Teasley and his crew for work performed on a dirt road.

#### 11. Commissioners' Reports

Commissioners Bennett, Teasley and Carter commended Road Department personnel and other county employees for their service.

Commissioner Dorsey reported 9-10 Little League All Star games will be held June 27, 2021; encouraged everyone to be safe during July 4 holiday; and offered condolences to the family of Buddy Spears.

#### 12. Old Business

a) Amendment to Chapter 46 Land Development Standards Article V. – Requirements for Streets and Other Right-of-Way (3<sup>rd</sup> and final Reading)

Commissioner Bennett moved to adopt the 3<sup>rd</sup> and final reading Amendment to Chapter 46 Land Development Standards Article V. Requirements for Streets and Other Right-of-Way (3<sup>rd</sup> and final reading). Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

b) Bid Award Recreational Football Uniforms

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

c) Bid Award Recreational Cheerleading Uniforms

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

- d) Fire Department Building Package Purchase Item was removed
- 13. New Business
  - a) Board of Elections (Republican) Appointment (vacancy)

Commissioner Carter moved to approve the Republican Party nominee Rosemary Victory. Commissioner Bennett provided a second to the motion.

Commissioner Dorsey stated there is clearly a disconnect between the Board of Elections By-Laws and the political parties concerning section 5.3 that needs to be clarified.

Republican Party Chairman Ron Johnson reported rules are followed by the republican party, district and state GOP regarding appointments; the Executive committee is responsible for appointments to the Board of Elections as per their guidelines.

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

b) Aldaweta, Inc. Subdivision Parcel C54B 073 001 Reed Creek Highway/Swan Sanders Rd.

Commissioner Carter moved to approve Aldaweta Inc. Subdivision request contingent upon Surveyor Blomberg typo correction, and allow lot number 15 to be subdivided. Chairman Sayer provided a second to the motion. The motion carried 5-0.

c) Silver Oaks Homes North Lake Subdivision Revision

Commissioner Dorsey moved to table the revision until further research. Commissioner Carter provided a second to the motion. The motion carried 5-0.

d) Don Nabi, Setback Variance Request C38C 098 006 (Panorama Drive)

Chairman Sayer moved to grant a 10' setback variance. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

e) Transit Title VI Plan Re-Adoption

Commissioner Dorsey moved to approve Transit Title VI, Plan Re-Adoption. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

f) Annexation Request Tax Parcels 156G 019 006, 006, 001 City of Hartwell

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

g) DFACS Board Appointment

Commissioner Dorsey moved to re-appoint Bennie Harper to serve on the DFACS Board. Commissioner Carter provided a second to the motion. The motion carried 5-0 (Term expires June 30, 2026).

14. Public Comment None

15. Executive Session - Litigation-Real Estate

Commissioner Dorsey moved to exit into Executive Session to discuss litigation and real estate matters. Commissioner Carter provided a second to the motion. The motion carried 5-0.

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

16. Adjournment

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

Marshall Sayer, Chairman

Lawana Kahn, County Clerk

#### Hart County Board of Commissioners Called Meeting June 29, 2021 6:00 p.m.

Hart County Board of Commissioners held a called meeting June 29, 2021 at 6:00 p.m. at the Hart County Administrative & Emergency Services Center.

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

Chairman Sayer called the meeting to order.

1. County Fire Station/Training Center Building Approval

Commissioner Dorsey moved to award Premier Steel Building quote of \$124,950 from SPLOST V funds. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

2. Acceptance of Wisteria Cove Estates from beginning at Old Mount Olivet Road for 0.175 mi. to the Intersection of Wisteria Cove Extension

Commissioner Dorsey moved to accept Wisteria Cove Estates into the county road system. Commissioner Carter provided a second to the motion. The motion carried 5-0.

3. Acceptance of Wisteria Cove Extension from Beginning at Wisteria Cove Estate to the terminus at 0.100 mi.

Commissioner Dorsey moved to accept Wisteria Cové Extension into the county road system from beginning at Wisteria Cove Estate to the terminus at 0.100 mi. Commissioner Carter provided a second to the motion. The motion carried 5-0.

4. Other Issues as Time Allows

VOITE	***************************************				
11111		OCIONA DECICIO	n the meeting. Commiss	ioner Carter provided a s	econd t
he motion. Ti	he motion car	ried 5-0.			
				×	
Marshall Save	er Chairman		Lawana Kahn (	County Clerk	

	FY 2021		t Finar	icial Da	<b>Budget Financial Dashboard</b>	75		
FY 2021 Budget Financial Dashbol	March	April	May	June	YTD	TARGET	GAP to	%
Revenues	\$1,102,642	\$1,102,642	\$1,102,642 \$1,102,642	\$1,102,642			TARGET	GAP
Expenditures	\$1,102,642	\$1,102,642	\$1,102,642	\$1,102,642				
	\$937.866	\$647 227	\$510.084	\$723.934	\$12,026,904	\$9,923,782	\$2,103,122	21%
Actual Revenue	\$973.715	\$1.028.183	·	\$1.266,351		\$9,923,782	996,366	-1%
Actual Expelises	\$9.151	-\$380.956		-\$542,416	\$2,199,488		\$2,199,488	
YTD (Reserve Drawdown)	\$3,792,122	\$3,411,166	S	\$2,199,488				
(AOEV)	¢178 678	\$33,064	\$27.597	\$29.644		\$5,699,328 \$4,365,000	\$1,334,328	
Keal Property (Talget 3403N)	\$231,874	\$292.764	Ş	\$297,438		\$2,025,000	\$339,120	
EMS Food (Target \$95.8)	\$104.764	\$144,023		\$157,831	\$729,563	\$862,200	-\$132,637	
Vehicle Title Fee (Target \$67.5K)	\$112,490	\$162,706	\$153,027	\$133,752	\$1,099,694	\$607,500	\$492,194	
LEGEND					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 202	1 Budg	FY 2021 Budget Paynes Creek Dashboard	nes Cre	ek Das	hboard			
FY 2021	March	April	May	June	Totals	YTD	TARGEI		% GAP
Revenues	\$10,430	\$10,430	\$10,430	\$10,430	\$83,440			TARGET	ţ
Expenditures	\$10,430	\$10,430	\$10,430	\$10,430	\$83,440				7
Gross Revenue	\$96,465	\$30,120	\$23,340	\$23,797	\$173,720	\$173,720	\$41,720	\$132,000	316%
Cancelations / Refunds	\$3.833	\$5,249	\$3,642	\$4,938	\$17,662	\$17,662			
Actual Expenses	\$9.540	\$6,940	\$3,767	\$12,503	\$32,751	\$32,751	\$41,720	\$8,692	-21%
Monthly Variance	\$83,092	\$17,931	\$15,931	\$6,355	\$123,308	\$123,308		\$123,308	
YTD (Reserve Drawdown)	\$83,092	\$101,022	\$116,953	\$123,308		Property of the American Control of the Control of			
Camning Fees (Target \$10.43	\$96,465	\$30,120	\$23,340	\$23,797	\$173,720	\$173,720	\$41,720	\$132,000	
Other (Initial Seed money)	\$25,000	-\$25,000			\$0	\$0		\$0	
Occupancy	17%	23%	51%	%99		Occupancy		49.00%	
Meets or Exceeds Target						Meets or Exceeds Target	ceeds Targe	at	
Variance < 3% or Target						Variance < 3% or Target	% or Targe		
Variance > 3% of Target						Variance > 3% of Target	% of Targe		



# **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 12 A: Silver Oaks Homes North Lake Subdivision Revision

Attached is the plat for a subdivision Modification for the North Lake Subdivision located off Swan Sanders Road.

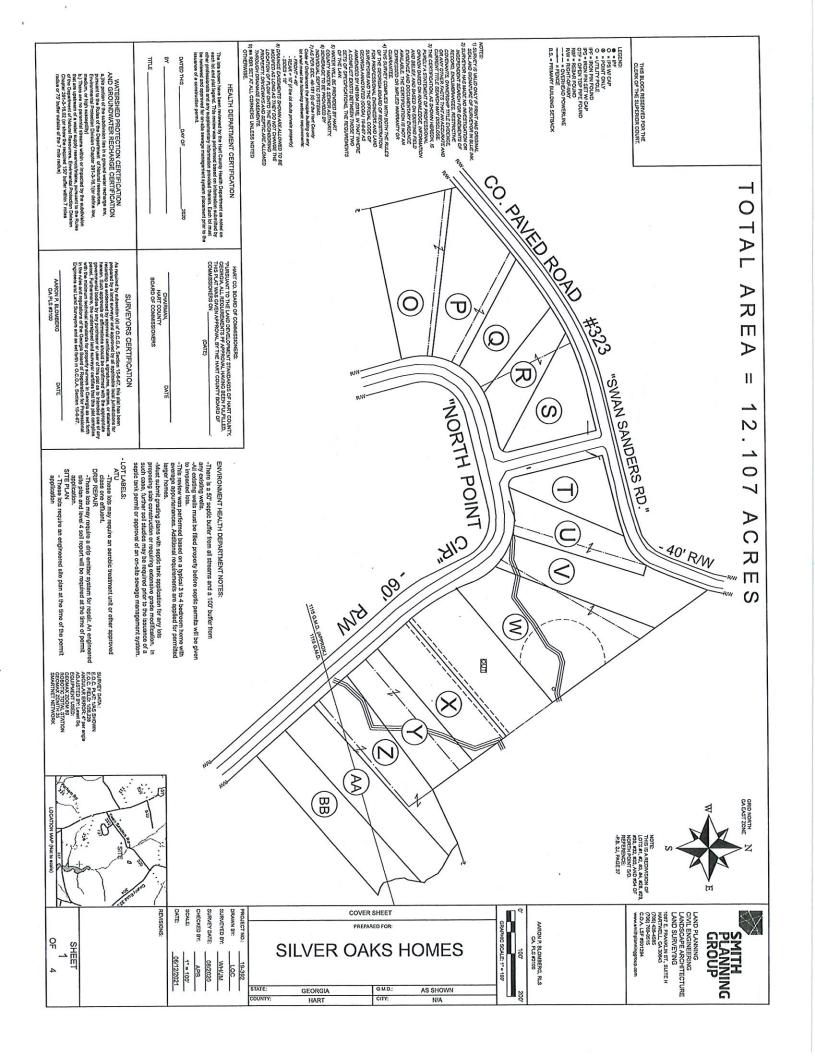
It has County Water, The Health Department has approved and it meets current subdivision ordinance requirements.

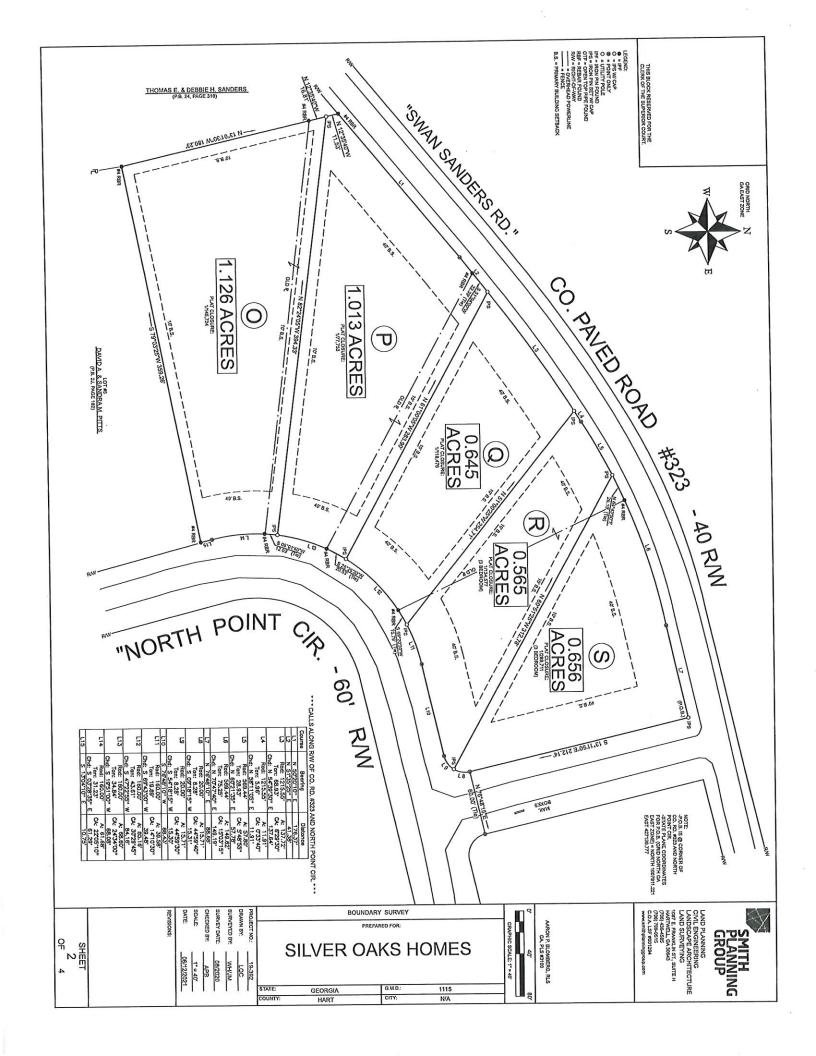
Since the last meeting I have pulled the Restrictive Covenants for North Point Subdivision. They are attached for your information.

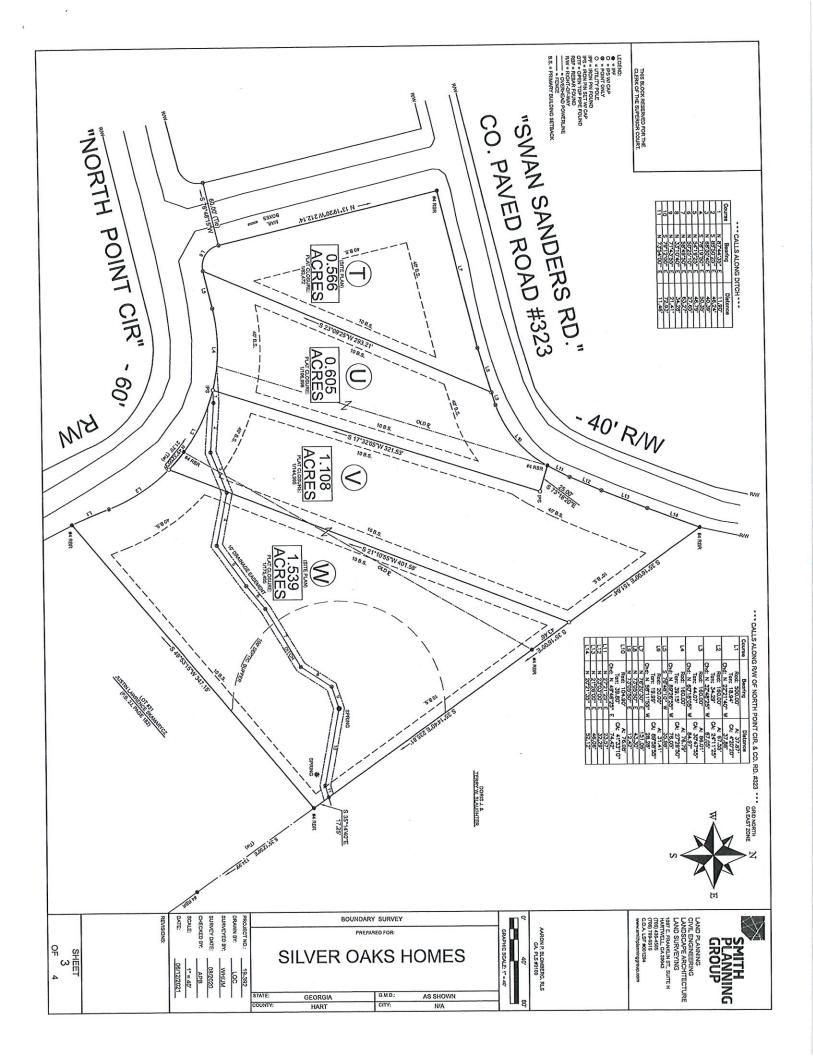
EXHIBIT "A"

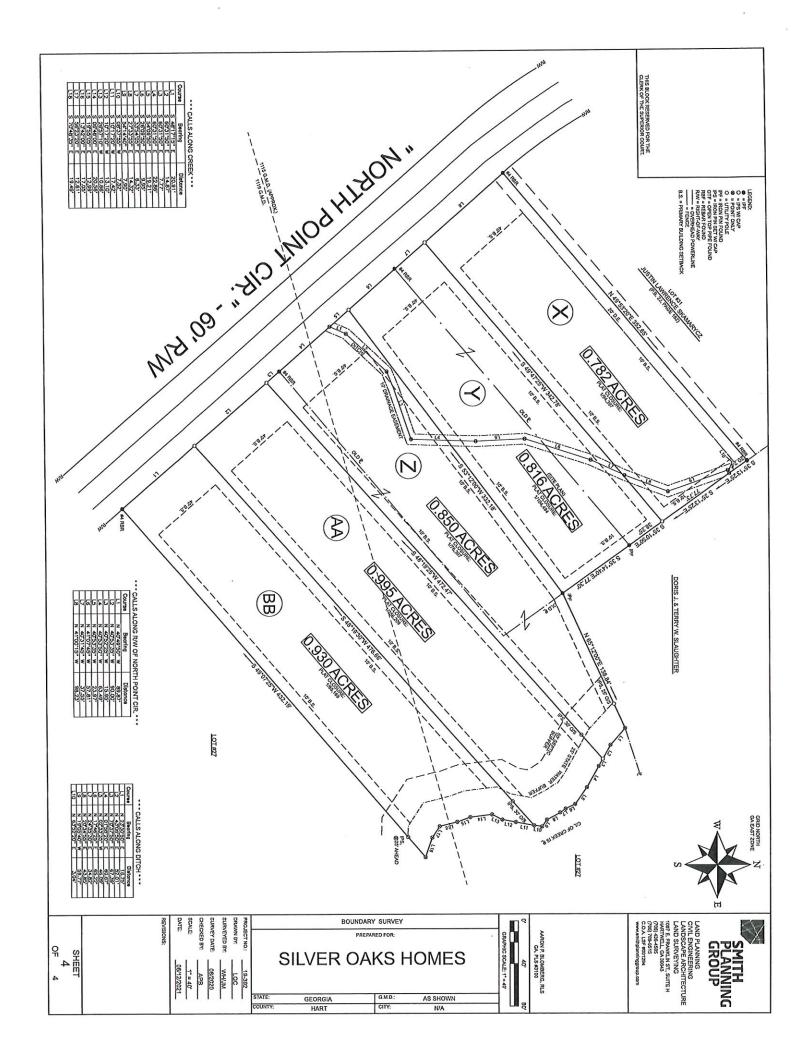
## Restrictive Covenants for North Point

- No dwelling of less than 1300 square feet of heated floor space total with minimum of 1000 on the first floor level shall be constructed on the property. All dwellings shall be underpinned with a continuous wall foundation.
- 2. No mobile home or modular home of any description shall be placed on the property.
- No used lumber (except for interior decorative use) or old home, or any part thereof, shall be placed on the property.
- 4. No concrete block dwelling, or concrete block accessory building shall be constructed on the property, except that concrete block may be used in the construction of a basement or foundation.
- No part of any dwelling, accessory building, appurtenance, or extra feature shall be constructed nearer than ten (10) feet from any side property line.
- No temporary structure including but not limited to: garage, shacks, shantles, or outdoor tollets shall be constructed or placed on the property.
- No tents or campers shall be placed on the property for longer than two (2) weeks in any one (1)
  year.
- No chain-link fence shall be constructed in front of the property.
- No above-ground propane gas tank with a capacity of more than hundred (100) pounds shall be placed on the property.
- 10. No animals, livestock, swine or poultry of any kind shall be raised, bred or kept on the property. Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or maintained in such a way as to be an annoyance or nuisance.
- 11. No noxious or offensive activity shall be carried on upon the property, no shall anything be done on the property that may become an annoyance or nuisance to the neighborhood.
- 12. Only one (1) single family residence shall be constructed on said property and no lot shall be subdivided.
- 13. The property shall be used for residential purposes only. Enforcement by any property owner in the subdivision or the Grantor shall be by proceedings at law or in equity, either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant, condition, reservation or restriction herein. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so or to claim damages therefore. Invalidation of any one of these covenants by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.
- 14. There will be no bored or drilled wells placed on the lot. Water is furnished by Hart County.
- 15. Once building has begun, completion must be within one (1) year.
- 16. Grantor reserves the right to pre-approve all building plans for aesthetic design and the builder.
- 17. All vehicles on the property must have a current tag and registration.
- 18. All outside dogs must be in backyard fence, kennel or on a leash.











# **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 12 B: Legacy Link Contract Amendment

Attached is a letter received from Legacy Link.

It appears they have received more federal dollars than they were aware at the time of the original Contract was approved in May of 2021(\$150,130.00). Due to Federal COVID relief funds being extended the amount of federal funding will increase by \$28,719.00 to \$178,849.00. This requires a increase in local matching funds from \$12,156.00 to \$12,450.00 (\$294.00) to make up the District wide need of \$1,000.00 to qualify for the additional funding.

Action needed is for the Board to Authorize the Chairman to sign the amendment.



June 30, 2021

Honorable Marshall Sayer, Chairman Hart County Commission 800 Chandler Street Hartwell, GA 30643

Dear Chairman Sayer,

Legacy Link will once again provide state and federal funds to Hart County for Services at your senior center including Meals on Wheels, congregate meals, transportation, center management, etc. in the fiscal year beginning July 1, 2021. We plan to provide \$178,849 to Hart County for these services. Due to federal COVID 19 legislation that has been extended to September 30, 2022, additional federal funds will be allocated for your county.

Legacy provides the following services in all 13 counties: Information, telephone screening and counseling for families seeking assistance for seniors and persons with disabilities. GeorgiaCares staff and volunteers provide counseling and assist with Medicare, other insurance, fraud, and scam issues. We subcontract with a personal care service agency for homemaker and personal care to help frail older persons remain in their homes and also subcontract for legal services for older individuals in the region.

Legacy Link's RN's and social workers will continue to provide care management in all 13 counties for non-Medicaid and Medicaid-funded health programs to help nursing home eligible persons of all ages with chronic health conditions remain in their homes and communities. The RN's and case managers work with over 1,000 persons and their families to arrange for in-home and community health services to avoid premature nursing home placement.

Legacy staff will also continue to work with families and nursing home staff and assist residents in moving out of nursing homes and back into the community when feasible.

Additionally, we provide funding for services to help caregivers of persons with Alzheimer's disease and other dementias. We will continue funding various services designed to help families caring for someone with Alzheimer's in part-time day programs in Forsyth, White, Dawson, and Union Counties. We have a Caregiver Specialist on staff to work with families in all counties who have caregiver issues.

The Legacy Kinship Care Program (Grandparents Raising Grandchildren) continues to help relatives and the children in their care. Our Wellness program for seniors has been highly successful in the region and the Retired Senior and Volunteer Program (RSVP) has about 350 volunteers aged 50+ who volunteer in their communities.

The Legacy Senior Community Service Employment Program assists low income persons aged 55+ needing employment and training. We pay minimum wage for part-time training on the job. The Trainees are helping their communities by training in your schools, court house libraries, day care, senior centers, parks and recreation, etc. while learning workplace skills to gain an unsubsidized job.

In order that we may continue to draw down federal and state funds for programs and services as described, we must have local match monies. Local match monies from each county government is necessary for us to continue sub-contracting and providing services including administration, information and referral, screening for services and volunteer programs in all counties. We utilize in-kind match as much as possible but need cash for match to continue our services in the region.

Our local share match request of each government for the fiscal year July 1, 2021 to June 30, 2022 is \$12,450.00 this year. This is an increase of \$1,000 to assist in our match for COVID 19 related funds. Each government's local share contribution is critical to draw down monies for continuation of services that help families in your county. This amount may be paid in one payment, monthly, quarterly, or semi-annually as in past years. We just need to know how much you wish to contribute.

The "Commitment" page for your signature signifying approval of the request is enclosed with this letter. Please sign and return to me in order that we may continue services offered in your county in the new fiscal year. If you have any questions about services operated of funded by Legacy Link in your county, please do not hesitate to call me.

We are most appreciative of your continuing support of Legacy Link over the years and your commitment to our partnership with you to benefit seniors and persons with disabilities in your county.

Sincerely,

Melissa Armstrong, MSW

CEO/ AAA Director

Enclosure



# **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 13 A: MOU Board of Regents for Cooperative Extension Services

Attached is the existing MOY fir Extension Services originally signed in 2013 and reaffirmed at the July 9, 2019, regular BOC meeting. The new version is also attached for your consideration.

As note of information I have received the fy22 budget request from the Extension Office there is no increase request for the department from fy21.

# COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING Between

# THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

#### On Behalf of

# THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION And the

Hart COUNTY BOARD OF COMMISSIONERS

Universit Extensio Section 4 220, 10, of the Unagree to	dance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the y of Georgia system on behalf of the University of Georgia Extension and the U.S. Department of Agriculture to conduct n work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-the _Hart County Board of Commissioners hereinafter referred to as the COUNTY and the Board of Regents niversity of Georgia by and on behalf of the UGA Extension hereinafter referred to as the UGA EXTENSION do hereby a cooperate in the operation of an Extension education program in agriculture, natural resources and environmental ment, family and consumer science, 4-H/youth work, and subjects related thereto in Hart County.
TI - 110	SECTION I
The UG/	A EXTENSION shall:
1.	- employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2.	- appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.
3.	- in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, a replacement will be selected for the county, following the procedure described above.
4.	- keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.
5.	- carry out all work under this agreement in accordance with the administrative and other requirements, including personne matters, established by the University of Georgia, federal and state laws, regulations, and standards.
6.	- provide County Extension personnel with the necessary stationery, envelopes, publications and other educationa materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
7.	- pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.
8.	- reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside <a href="https://example.com/hart_new-county-as-authorized-by-the-District Extension Director.">HartCounty as authorized by the District Extension Director.</a>
9.	- support County Extension personnel and the Extension program in Hart County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the
	University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.
10.	- report to theCounty Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

#### **SECTION II**

#### The COUNTY shall:

- 1. provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
- 2. provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY

# MEMORANDUM OF UNDERSTANDING

#### Between

# THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

# by and on behalf of THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION and <u>HART</u> COUNTY

This Memorandum of Understanding ("MOU") is made between the Board of Regents of the University of System of Georgia by and on behalf of the University of Georgia Cooperative Extension (hereinafter "UGA Extension") and <u>HART</u> County, a political subdivision of the State of Georgia, by and through its Board of <u>Commissioners</u>, (hereinafter the "County"), for the provision of Cooperative Extension Services and Personnel in <u>HART</u> County, Georgia.

WHEREAS, through the Smith-Lever Act of the U.S. Congress of 1914, an Agreement was created between The Board of Regents of the University System of Georgia, the University of Georgia Cooperative Extension and the U.S. Department of Agriculture, to allow for Extension work to be conducted in the State of Georgia; and

WHEREAS, for over 100 years UGA Extension has offered services in all 159 counties in the State of Georgia; and

WHEREAS, through county offices throughout the state, UGA Extension continues to offer reliable information and programs in the areas of agriculture, food, families, the environment and 4-H youth development; and

WHEREAS, UGA Extension is able to maintain and operate these programs through the use of UGA Extension personnel; and

WHEREAS, UGA Extension and the County agree that the services provided by UGA Extension Personnel are invaluable to the County's citizens and community; and

WHEREAS, the County Board of <u>Commissioners</u> is authorized under Article 9, Section 3, Paragraph 1, and Article 9, Section 4, Paragraph 2, of the Constitution of the State of Georgia as amended in 1983, and by O.C.G.A. § 20-2-62 and O.C.G.A. § 48-5-220 to enter into agreements providing for these types of services; and

WHEREAS, all parties agree that it is necessary and appropriate to define the types of UGA Extension operations and personnel and establish parameters for compensation so that all parties are clear on their respective responsibilities and duties;

NOW, THEREFORE, the Parties agree as follows:

## I. OPERATIONS

UGA Extension and the County will support all County Extension personnel operationally as set forth in this MOU regardless of employee compensation status.

#### A. UGA EXTENSION agrees to the following:

- 1. UGA Extension shall annually appoint a member of the County Extension personnel to serve as the County Extension Coordinator. The Coordinator shall be responsible for the total County Extension program, staff coordination and supervision, and all communications and transactions between the County and the County Extension staff.
- 2. UGA Extension shall provide County Extension personnel with the necessary educational materials needed for an effective program. UGA Extension also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
- 3. UGA Extension shall reimburse all County Extension personnel directly for expenses incurred for officially designated travel authorized by the District Extension Director.
- 4. UGA Extension shall support County Extension personnel and the Extension program in the County with necessary assistance of District and State subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom UGA Extension cooperates.
- 5. UGA Extension shall report to the County Board of <u>Commissioners</u> at regular intervals on the nature of the County Extension program and progress being made.

#### B. The COUNTY agrees to the following:

- 1. The County shall provide a suitable County Extension office with the suitability of the office to be agreed on by all parties. As a part of the County's budgeting process, the County further agrees to provide sufficient funds to pay for all necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. Should the County request removal or modification of office network infrastructure deployed and/or managed by UGA Extension, the County shall coordinate with UGA Extension IT personnel prior to the removal or modification of said equipment. The County shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. The County shall coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
- c. The County shall allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery; provided, however, that, all such software shall comply with any and all County information technology policies relating to security on, and compatibility with, the County's information technology infrastructure and systems. UGA Extension and the County will jointly determine such compliance prior to installation of any such software.
- 2. The County shall furnish a county government vehicle or reimburse the travel expenses of County Extension personnel for official travel in the county or on behalf of the <u>HART</u> County. The reimbursement shall be paid by the County directly to County Extension personnel unless some other method is agreed upon in writing by UGA Extension and the County.
- 3. The County shall evaluate financial support to the operations of UGA Extension annually, including compensation of personnel, make adjustments as necessary for continued effective support, and shall notify the UGA Extension of these adjustments. The County Extension Coordinator will prepare and submit for approval an annual operating budget to the County according to standards set by Board of Commissioners for all county departments.

# II. <u>COMPENSATION</u>

The UGA Cooperative Extension personnel shall be categorized based on the method of compensation they are associated with, as set forth in the attached addendums. UGA Extension and the County shall identify and agree upon the appropriate compensation method and personnel relationship for each employee. The following three options are available (CHECK ALL THAT APPLY):

# A. COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "A".

## B. COOPERATIVE CONTRACT PAY

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in Addendum "B". However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

# C. COUNTY FUNDED EXTENSION PERSONNEL

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County, as set forth in Addendum "C". The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

## III. AGREEMENT

- 1. This MOU shall take effect when it is executed by both <u>HART</u> County and UGA Extension.
- 2. In instances of conflict between University of Georgia/University System of Georgia and County policies, the University of Georgia/University System of Georgia policies shall govern.
- 3. The term of this MOU shall be from the date of execution until terminated by either party by written notice of such intent provided ninety (90) days in advance.
- 4. This MOU may be modified by written agreement of the parties hereto.
- 5. Neither party to this agreement will discriminate against any employee or applicant for employment because of race, color, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, ethnicity or national origin, religion, age, genetic information, disability, or veteran status.
- 6. All notices provided for or permitted to be given pursuant to this MOU shall be in writing and shall be deemed to have been properly given or served by personal delivery or by depositing in the United States Mail, postpaid and registered or certified mail, return receipt requested, and addressed to the addresses set forth below. By giving written notice hereunder, either party hereto shall have the right from time to time and at any time during the term of this MOU to change their respective addresses. For the purposes of this Agreement:

The address of UGA Extension is:

Northeast District Extension
Hoke Smith Building, UGA
Athens, GA 30602

The address of County is:

Hart County Board of Commissioners

800 Chandler Street Hartwell, GA 30643

or such other address as shall be furnished by such notice to the other party.

	Date:
Chairman, Board of Commissioners, HART County	- * ,
	Date:
County Extension Coordinator, <u>HART</u> County	
	r in the same of the same of
	Date:

# Addendum A

# COOPERATIVE DIRECT PAY

In choosing Cooperative Direct Pay, the County desires for the County Extension Personnel to receive compensation from both the County and from UGA Extension. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process.

- 1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
- 2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance; and
  - b. Provide legally required worker's compensation insurance
- 3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
- 4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
- 5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.
- 6. UGA Extension shall carry out all work under this agreement in accordance with the

administrative and other requirements, including those related to personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.

- 7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
- 8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel as set forth in the annual Financial Agreement. Benefits, including leave, shall be calculated according to policies established by the Board of Regents.

The County portion of salary shall be paid monthly by the County directly to County Extension personnel. The County will collect and remit FICA taxes on the County portion of the salary. UGA Extension shall provide monthly statements to the County reflecting the County portion of the employer contribution to the employee's retirement benefit with Teachers Retirement System of Georgia. The reimbursement to UGA Extension for the County's portion of this benefit will be made to the UGA Extension in the full amount within fifteen (15) days of receipt of the statement.

The County portion of employee salaries should be adjusted annually based on performance and/or cost of living increases typical of other County employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date. UGA will not allocate any percentage salary increase on the County portion of the employee's salary.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

### Addendum B

# **COOPERATIVE CONTRACT PAY:**

In choosing Cooperative Contract Pay, the County desires for County Extension Personnel to receive their compensation from UGA Extension payroll. The amount of compensation to County Extension Personnel under this option, as well as the County's and UGA Extension's responsibility for the County Extension Personnel's withholding and payment of federal and state taxes and contributions toward retirement benefits, shall be divided proportionally between the County and UGA Extension as set forth in an annual Financial Agreement. Such annual Financial Agreement shall be contingent upon funding as a part of the County's annual budget process. However, for administrative purposes the County Extension Personnel's compensation will come directly from UGA Extension, with the County reimbursing UGA Extension for the County's proportionate share.

- 1. UGA Extension shall employ and supervise County Extension personnel. It shall be the responsibility of the UGA Extension to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and determine the total salary applicants are to be paid.
- 2. UGA Extension shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance; and
  - c. Pay applicable FICA taxes; and
  - d. Withhold federal and state income taxes in accordance with relevant federal and state law.
- 3. UGA Extension shall appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the County. The County will provide UGA Extension with written reasons for each disapproval of an appointment recommendation.
- 4. In the event the work of any County Extension staff member becomes unsatisfactory to the County, it shall be the responsibility of the County to communicate this dissatisfaction to the District Extension Director of the UGA Extension in writing within a reasonable time frame. It shall then be the responsibility of the UGA Extension to address the County's dissatisfaction and advise the County of action taken, if any. UGA Extension shall have the right to terminate or transfer personnel from the County. UGA Extension may select a replacement for the County, following the procedure described above.
- 5. UGA Extension shall keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. UGA Extension shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the

resolution of the audit findings, whichever is later. UGA Extension will provide the County with a copy of any and all such audits relating to the County Extension office, personnel, and/or operations upon request by the County.

- 6. UGA Extension shall carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
- 7. UGA Extension shall pay its portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA Extension salary administration policies.
- 8. The County shall provide the agreed upon portion of the salaries and associated benefits of County Extension personnel to UGA Extension within thirty (30) days of receipt of an invoice from UGA Extension. Benefits, including leave, shall be calculated according to policies established by the Board of Regents. UGA Extension will provide monthly statements to the County reflecting the County portion of the County Extension Personnel's salary and benefits. The County is aware and agrees that these benefits will include the County's proportionate share of the employer portion of FICA, worker's compensation and the employee's selected retirement benefits. The employee may select the Georgia Teachers Retirement System or the Board of Regents Optional Retirement Program.

The County portion of employee salaries shall be adjusted annually based on performance and/or cost of living increases typical of other county employees in accordance with the County's generally applicable rules or conditions for such adjustments. This adjustment should be reported to UGA Extension 30 days prior to effective date, and a new contract will be issued with the new salary. UGA Extension will not allocate any percentage salary increase on the County portion of the employee's salary. The County's portion is as set forth in the annual Financial Agreement.

9. The County agrees to pay its share of the annual leave payment in accordance with University of Georgia and UGA Extension leave policies when an employee terminates employment through resignation or retirement during the term of this MOU and chooses to take a lump-sum payment for accumulated annual leave. Such County share shall be based solely on the individual's time serving the County in his or her capacity as part of the County Extension office.

## Addendum C

# **COUNTY FUNDED EXTENSION PERSONNEL**

In choosing County Funded Extension Personnel, the County desires for the County Extension Personnel to be an employee of the County receiving compensation from only the County. The County shall be solely responsible for the County Extension Personnel's salary, benefits (including but not limited to health insurance), withholding of federal and state taxes, and retirement benefits (if any).

## For County Funded Extension Personnel, UGA EXTENSION agrees to the following:

- 1. UGA Extension shall establish minimum qualifications for County Extension personnel and certify the qualifications of all applicants.
- 2. UGA Extension may approve or disapprove appointment recommendations by County of County Funded Extension personnel; provided, however, UGA Extension will provide the County with written reasons for each disapproval of an appointment recommendation.
- UGA Extension shall supervise and evaluate County Funded Extension personnel according to applicable University of Georgia and the Board of Regents policies and procedures.
- 4. UGA Extension shall collect, approve and transfer employee work time records to the COUNTY on a weekly or monthly basis as agreed upon.
- 5. In the event the work of any County Funded Extension personnel becomes unsatisfactory to UGA Extension, it shall be the responsibility of UGA Extension to communicate this dissatisfaction to the County. It shall then be the responsibility of the County to appropriately deal with the dissatisfaction and advise the UGA Extension of action taken, if any. The County shall have the right to terminate or transfer personnel.

## For County Funded Extension Personnel, the COUNTY agrees to the following:

- 1. The County shall employ and determine the total salary that personnel are to be paid.
- 2. The County shall provide all salary and associated benefits as per County policy.
- 3. The County shall serve as the employer of record and therefore:
  - a. Provide legally required health insurance;
  - b. Provide legally required worker's compensation insurance;
  - c. Withhold and pay appropriate FICA and income taxes to the relevant government agencies; and
  - d. Designate supervision of extension personnel to the District Extension Director.
- 4. Annual salary adjustments for County Extension personnel shall be based on County policy and consistent with such policies for other County employees.

5. No provision of this Addendum, the MOU, or the annual Financial Agreement between UGA Extension and the County shall create any employment rights for such personnel above and beyond any such rights enjoyed by County employees generally.



# **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 13 B: Hart County Water and Sewer Authority Community Development Block Grant (CDBG) Application.

The Water & Sewer Authority is requesting for the County to approve an application for another CBDG for water line expansion project.



# **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 13 C: Selection of Construction Manager -at Risk for Jail Project

The review process has finished on the Jail proposals to make a recommendation for the selection of a company and Construction Manager -at Risk.

The group that evaluated the proposals were:

Myself
Sheriff Cleveland
Chief Deputy Tommy Whitmire
Captain David Cleveland, Jail Administrator
Lt. Jonathan Durrett Jail Staff Supervisor
Marshall Sayer, BOC Chairman

	rive (5) proposals from truction Group, Inc. / S			
Design Fee 7%	Management Fee 4.75%	Building Metal/Block Separate	Bed/Cells 2/133 Precast	No. Towers
RW Allen Co	nstruction / TreanorHI			
Design Fee 6.5%	Management Fee 4.25%	Building Precast Separate	Bed/Cells 4/152 Precast	No. Towers 2
Balfour Beatt	y / Nelson	_		
Design Fee 6%	Management Fee 2.99%	Building Precast Adjoining	Bed/Cells 2/152 Precast	No. Towers
Barnslev Con	struction Group / Jeric	ho Design		
Design Fee 5.63%	Management Fee 4.5%	Building Metal Adjoining	Bed/Cells 2/144 Steel	No. Towers
Charles Black	Construction Inc. / Pr	ecision Plannin	10	
Design Fee	Management Fee	Building	Bed/Cells	No. Towers
6.5%	3.5%	Metal Single	2/144 Steel	1

The initial round of evaluation was to rate the adherence to the points that were made in the pre-proposal meeting. Minimum of 140 bed finished with internal (under roof) expansion to 200 beds expansion area rough plumbed and wired. Metal modular cell blocks, Single tower for keeping jail staff at minimum, plus 12 trustee beds, 2 medical beds, 4 holding cells with 1 or 2 padded. Full kitchen and laundry facilities for 200 inmates. Booking and jail administrative offices and facilities, bond hearing room, etc. Phone calls were made checking references on each Company / Companies.

During this round two were eliminated:

Allstate Construction / Studio 8 Separate Buildings

RW Allen Construction / TreanorHL Separate buildings/ precast / 4 man cells / 2 towers

Face to face meeting were scheduled with the remaining three. We met separately with each company's team. Each made presentations and answered question we had. During this time the Sheriff, Chief Deputy and Jail Administrator visited Jails that all three were associated with.

After meeting with all three and site visits were finished, we met again to make the final choice for our recommendation. While all three of the companies were qualified, had good recommendations from past clients. With all factors including Charles Black Construction / Precision's history of work performed in Hart County both County Government and School System were taken into consideration, our recommendation is to select Charles Black Construction / Precision as design build and Construction Manager for the project.

This will be the beginning of the actual planning, design, and budgeting portion of the project. Once this phase is complete there will be a realistic cost estimate and a maximum cost budget number brought back to the Board.

# C. 5. Construction Management Fees

Clark McDonald - President Haley Hampton - Secretary/Treasurer



1955 Highway 129 South P.O. Box 960 Cleveland, GA 30528 (706) 865-3155 Phone (706) 865-7032 Fax

#### Fee Explanation Letter: "Hart County Jail Construction

Charles Black Construction Company, Inc. insists on a transparent compensation structure in order to avoid any misunderstandings. An outline of our compensation structure is listed below:

Preconstruction Fee	\$0
Construction Management Fee	3.5%
General Conditions	Actual Cost (TBD)
Reimbursables/Allowances	Actual Cost (TBD)
Architect/Engineer Design Fee	6.5%

- Pre-construction Fees Charles Black Construction will offer pre-construction services at no charge, should we be selected as the Construction Manager for this project.
- Construction Management Fee This is Charles Black Construction Company's fee calculated based on the construction cost associated with this project.
- General Conditions This includes staff supervision, on site superintendent, and their vehicle expense. We estimate the General Conditions for this project will be no more than \$995,000.00 based on the expected project scope and schedule.
- 4. Reimbursables/Allowances This line item will be assembled to benefit Jackson County School District and maximize savings. All unused Reimbursables/ Allowances will be credited back to Hart County Board of Commissioners at the end of the project. Reimbursables/ Allowances can include items such as payment and performance bonds, builder's risk insurance, owner's protective insurance, temporary electricity, temporary heat. Reimbursables will be calculated based on project scope and schedule. These items are billed at actual cost with copies of invoices provided. A detailed breakdown with unit costs will be provided to the Owner and Architect with each month's billing. We estimate the Reimbursables/Allowances for this project will be no more than \$190,000.00 based on the expected project scope and schedule.
- 5. Architect/Engineer Design Fee This is Precision Planning, Inc's design fee calculated based on the construction cost associated with this project. This includes all design services and construction administration, from conceptual design through project closeout.
- 6. Savings Any savings will be returned to the Hart County Board of Commissioners.

The compensation structure outline above is open to <u>negotiation</u> and <u>discussion</u>. If selected for this project, Charles Black Construction Company, Inc. will format their compensation structure to best benefit Hart County Board of Commissioners.

CBCC. Inc. acknowledges receipt of addendum number one (1) dated March 23, 2021.

# C. 1. Design Firm Experience in Hart County

# Precision Planning, Inc. (PPI) Hart County Project Experience



- Hart County Jail Concept and Master Plan, 2016
- Hart County Sheriff's Administration Building, 2007
- Hart County Tax Building, 2006
- Hart County Government Complex Master Planning, 2006
- Hart County Dillard Building Assessment, 2006
- Hart County Courthouse Needs Assessment, 2005

PPI has a number of employees with ties to Hart County, either as homeowners, land owners, or with family living and working in Hart County. The Civil Engineer selected for this Design Team is Eric Simpson, and his family has lived in Hart County for three generations. Eric graduated from Hart County High School in 1986.

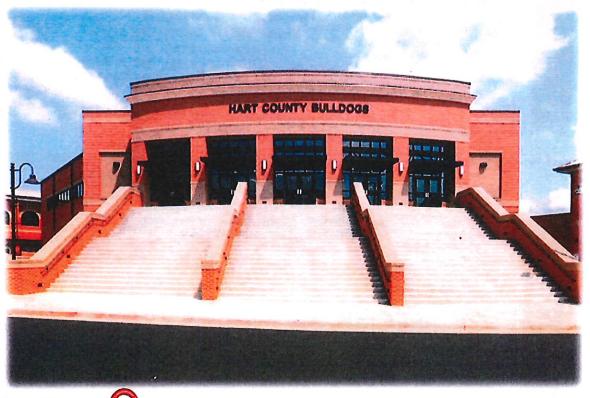


Hart County Jail | Request for Proposal May 20, 2021

# C. 1. CBCC's Experience in Hart County

PROJECT	PR	OJECT AMOUNT
Hart Co High School Gym & CTAE	\$	17,619,230.00
Hartwell ES Reno & Mod Phase 2	\$	3,153,849.00
Hart County MS Renovation Phase II	\$	2,664,472.00
Hart County High School Ag Facility	\$	2,541,155.00
Hartwell Elementary Renovations & Modifications	\$	2,143,109.00
Hart County Middle School Renovations	\$	941,733.00
Hart County Middle School HVAC & Roofing Replacement	\$	902,908.00
North/South Hart Elementary Site Improvements	\$	244,918.00
Hart County Middle School Gym Roof	\$	73,540.00
Hart County High School Gym	\$	29,343.00
North & South Hart ES HVAC Replacement	\$	4,993.00

Total Cost \$ 30,319,250.00



# C. 1. Project Experience from Design Firm PPI

# Upson County Sheriff's Office and J

Thomasich Ge



Architectural Design, Civil Engineering, Bid Phase Services,

> Upson County Board of Commissioners

> > 214 bed jail

Services: The citizens of Upson County voted in November of 1999 to build a n Needs Assessment and Programming, complex. Precision Planning designed and administered a construction cont a new 214-bed complex to house minimum, medium and maximum : Construction Administration inmates and all support functions of the jail. The design philosophy centralization of control and information. This is accomplished by cor Client: Security Control, Intake and Booking Functions, Dispatch and E911, Investigations, Patrol, Evidence Storage, first appearance Hearing Room, as Public Services into one facility. The jail plan helps to minimize Project Size: requirements, while it increases the safety of the Law Enforcement Office 53,141 SF operate the facility.

Completion Date: last for many years to come. The level of professionalism and the manner in which you worked was the June 2002 made the process run smoothly. We are pleased to have a new facility that was completed on the under budget and was constructed without a change order."

Construction Cost: Sheriff Dan Kilgore \$7,745,000 Upson County Sheriff's Office

Planning Inc.

Hart County .a' Recue



## C. 1. Project Experience from Design Firm PPI

## Oconee County Sheriff's Office, Jail and E911/EOC

Watkinsville, Georgia



Needs Assessment and Programming, Architectural Design, Civil Engineering, Bid Phase Services, Construction Administration

> Oconee County Board of Commissioners

40,000 SF | 140-bed jail 6,000 SF E911/EOC

> **Completion Date:** March 2007

Services: In order to meet the growing needs of the County's EMA and Sheriff's Departments, the Oconee County Board of Commissioners planned a new state of the art complex to replace the current undersized and staff-intensive facility. The new 40,000 SF jail building features an inmate housing pod for minimum, medium and maximum security classifications, complete jail support services and Sheriff's Client: administration. The 6,000 SF E911 and Emergency Operations Center incorporates up to 10 call stations, offices for directors and assistant directors of each division, an EOC which will accommodate up to 30 persons when activated, a full kitchen, Project Size: locker rooms and secure computer center.

> "I have found that Precision Planning has strived to meet my needs, as the end user of the facility, in each and every decision that has been made in planning the facility. Obviously working within the limits of my budget, Precision has allowed me to have free reign in the design phase, they have been open to all my ideas, suggestions, comments, etc. and they don't make a design decision without consulting me first. What more can a client such as myself reasonably expect from an architect?

Construction Cost: Not only would I rehire Precision Planning, I would recommend them without reservation or hesitation on ANY \$10,363,719 project. As far as a jail construction project is concerned, I would recommend them to the exclusion of all others."

> Scott R. Berry Sheriff, Oconee County



Hart County Jail | Request for Proposa May 20, 2021

## C. 1. Project Experience from Design Firm PPI

## Jackson County Jail and Sheriff's Office

Jefferson, Georgia



Needs Assessment and Programming, Site Analysis, Conceptual Design and Master Planning, Architectural Design, Civil Engineering, Bid Phase Services, Construction Administration

Services: In order to meet the growing needs of the Jackson County's jail population, the County began planning in 2006 for a new jail complex to include housing, jail support, sheriff's administration and dispatch. Precision Planning provided analysis of various potential sites, programming of space needs and master planning for the new expandable jail and sheriff's office.

Jackson County Board of

**Project Size:** 129,000 SF | 450-bed jail

> **Completion Date:** August 2009

**Construction Cost:** \$25,971,741

The final building design features a combination of direct and indirect supervision Commissioners housing pods for up to 450 beds, support space to accommodate up to 650 beds, a versatile intake and release area, medical/screening wing, segregation housing, evidence garage, magistrate's hearing room, multi-purpose training room and a sheriff's dispatch center. All cells are prefabricated steel cells.



Hart County Jail | Request for Proposa May 20, 2001

## White County Sheriff's Office and Detention Center

**Project Address:** 

1210 Hulsey Road Cleveland, GA 30528

**Owner Contact:** 

**Travis Turner** 

White County Board of Commissioners

(706) 865-6370

**Architect Contact:** 

Lawrence Goldberg Goldberg Group Architects-PC

(816) 233-9300

**Delivery Method:** CM-at-Risk

Construction Dates: 12/10-3/12

Contract Amount: \$7,786,272

Scope: New Construction

Square Footage: 39,558 sf

Project Manager: Clark B. McDonald

Project Superintendent: Steve Adams



"Charles Black Construction was not only under budget, but also was able to meet all time lines set for the completion of the project." - Neal Walden, Former Sheriff

White County Sheriff Office



# Rabun County Jail Addition and Sheriff's Building

### **Project Address:**

175 East Boen Road & 56 Boen Creek Tiger, GA 30576

### **Owner Contact:**

Darrin Giles

Rabun County Board of Commissioners (470) 248-2524

### **Architect Contact:**

Lance Davis

Precision Planning Inc.

(770) 338-8000

**Delivery Method:** CM-at-Risk

Construction Dates: Estimated Completion 2022

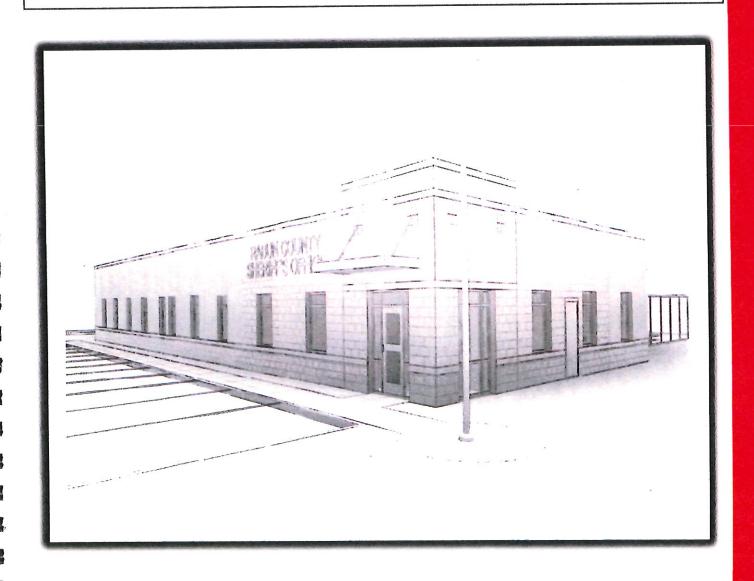
**Contract Amount: \$6,363,000** 

Scope: Jail Addition and New Sheriff's Administration

Square Footage: Jail 19,753 sf / Admin 6,000 sf

Project Manager: Rod Nix / Jacob Boyle

Project Superintendent: Robby Robinson



## **Buford City Hall**

**Project Address:** 

2290 Buford Highway Buford, GA 30518

**Owner Contact:** 

Bryan Kerlin City of Buford (770) 945-6761

**Architect Contact:** 

Steve Hill

H. Lloyd Hill Architects & Associates, Inc.

(770) 534-8404

**Delivery Method:** CM-at-Risk

**Construction Dates:** 7/04 – 11/05

**Contract Amount: \$6,841,932** 

Scope: New Construction

Square Footage: 36,408 sf

Project Manager: Clark B. McDonald

Project Superintendent: Steve Adams



"From the pre-bid conferences, architects and design teams, CBC staff is knowledgeable, offers valuable input during the design process, works closely with the City during construction and seeks to maximize savings without sacrificing quality."

- Bryan Kerlin, City Manager

City of Buford



## **Hall County Sheriff's Headquarters**

**Project Address:** 

2859 Browns Bridge Road SW Gainesville, GA 30504

**Owner Contact:** 

Kevin McInturff Hall County Board of Commissioners (770) 531-6800

**Architect Contact:** 

Chris Caudle Hussey, Gay, Bell (706) 476-7782 **Delivery Method:** General Contractor

Construction Dates: 12/14 - 08/16

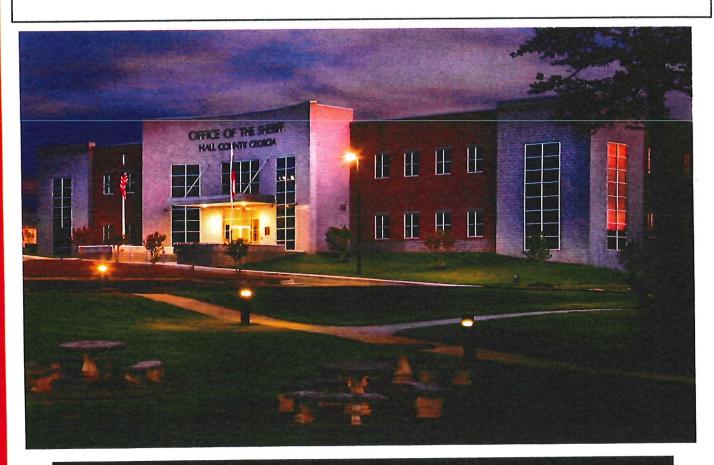
**Contract Amount: \$4,515,398** 

Scope: New Construction

Square Footage: 50,925 sf

Project Manager: CJ McDonald

Project Superintendent: Robby Robinson



"Thanks to the quality, timely and cost-effective work of Charles Black Construction, Hall County was able to provide its taxpaying citizens with two fire stations, ensuring our community stays safe."

Marty Nix,
 Assistant County Administrator
 Hall County Government





### **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 13 D: Acceptance of the American Rescue Plan Act (ARPC) Funds

The American Rescue Plan Act was passed by Congress and signed into law in March. It provides federal dollars to local governments that can be spent in certain allowable areas that are prescribed by the law. While these categories and acceptable expenditures are still being debated by the Feds and States the first step for us to receive any or all of the funds is to formally accept the funds through the actions of this board.

All funds received and any expenditures will be through a "Special Revenue" account same as 911, Insurance Premium, and Solid waste funds. The Fund number for the is "230" as prescribed by the State.

Once the acceptance is approved I will have to submit a budget with allowable expenditures for this account back to the Board and Feds once it is approved.



### **MEMORANDUM**

Terrell Partain, County Administrator July 8, 2021

RE: Item 13 E: Annexation Request Parcel I56J 028 into City of Hartwell

Attached is the notification packet received from the City of Hartwell concerning the annexation of Parcel I56J 028 into the City of Hartwell. This parcel is contiguous with city parcels I56N 001 004 and I56J 026. It appears to leave parcel I56J 027 as an "Island". The same as C55D 015 was on Sidney Point.





#### Mayor Brandon Johnson

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**City Council** Stephen Ayers Arthur Craft Patrick Guarnella Tony Havnie Tray Hicks

City Manager Jon Herschell

Mike MacNabb

City Clerk Janet Fleming

Finance Officer Joan Hughes

**Police Chief Anthony Davis** 

Fire Chief/ **Building Official** Alan Daniel

> **Public Works** Director Dennis White

Gas Superintendent Audie Laviolette

**Economic** and Community **Development Director** Jason Ford



GOVERNOR'S ALL-STAR COMMUNITY

NATIONAL HISTORIC REGISTER LISTING

CERTIFIED LOCAL GOVERNMENT



City of Hartwell Email: cityofhartwell@hartcom.net

Tel: 706.376.4756 Fax: 706.376.6263 

July 6th, 2021

456 E. Howell Street

Hartwell, GA 30643

### BY CERTIFIFED MAIL, RETURN RECEIPT REQUESTED

To: Hart County Board of Commissioners ATTN: Terrell Partain.

County Administrator 800 Chandler Street Hartwell, GA 30643

From: Jason Ford, Hartwell Zoning Administrator

Subject: Notice of Receipt of Petition for Annexation

Date: July 6, 2021

In accordance with O.C.G.A. 36-36-21, 36-36-9 and 36-36-111, the City of Hartwell hereby notifies the Hart County Board of Commissioners that the City has received a petition to annex property into the City limits. On July 6th, 2021, the city received, from Brant and Wanda Cawthon via Julie Mochet, a petition to annex one parcel into the City of Hartwell known as Hart County Tax Parcel I56J 028. I56J 028 is contiguous to parcel I56N 001 004 and I56J 026 located in The City of Hartwell as defined by O.C.G.A 36-36-20. The owner is requesting that the parcels be zoned as follows: Planned Unit Development District (PUD). The request is consistent with the City of Hartwell Comprehensive Plan and Character Map.

Enclosed please find a letter of intent from the applicant; the annexation petition that includes a map and description of the site proposed to be annexed; and the proposed zoning and land use for such area. The petition does include rezoning of two parcels already in the City Limits. For your information, those parcels are I56N 001 003 and I56N 001 004. Those parcels are requested to be rezoned to PUD as well.

The parcels involved in the annexation is in Hart County, GM District 1112th and shown on the Hart County Parcel Map as I56J 028.



### Mayor Brandon Johnson

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**City Council** Stephen Ayers Arthur Craft Patrick Guarnella Tony Haynie Tray Hicks Mike MacNabb

City Manager Jon Herschell

City Clerk Janet Fleming

Finance Officer Joan Hughes

**Police Chief Anthony Davis** 

Fire Chief/ **Building Official** Alan Daniel

**Public Works** Director Dennis White

**Gas Superintendent Audie Laviolette** 

**Economic and** Community **Development Director** Jason Ford



**GOVERNOR'S** ALL-STAR COMMUNITY

NATIONAL HISTORIC REGISTER LISTING

CERTIFIED LOCAL GOVERNMENT



City of Hartwell

Email: cityofhartwell@hartcom.net 

Tel: 706.376.4756 Fax: 706.376.6263

Please call or email me if you have any questions.

Thanks.

456 E. Howell Street

Hartwell, GA 30643

Jason Ford

Zoning Administrator

Enclosed: 16 Pages

To: City of Hartwell

Dear Planning and Zoning Board,

I am writing on behalf of Wanda Cawthon. We would like to annex parcel I56J 028 and have it zoned as a PUD. Additionally, we would like to rezone I56N 001 003 and I56N 001 004 to PUD as well. Our intent is to create a mixed use of single family, multifamily, and commercial use. The PUD assignment gives us the most flexibility.

Thank you,

Julie Mochet

3



## CITY OF HARTWELL PLANNING AND ZONING DEPARTMENT 456 E. HOWELL STREET HARTWELL, GA 30643

PETITION FOR ANNEXATION/ORDINANCE AMENDMENT/MAP AMENDMENT/REZONE/VARIANCE REQUEST/SPECIAL EXCEPTION

	J. WILLIAM THE CONTRACTOR OF THE	TALLOT KEGOEP LIPIT	SCIAL EXCEPTION	
	Annexation (Zoning Assignment)		Date: 7/1/2021	
	Ordinance Amendment		Buto	
	Map Amendment (Rezoning)			
П	Variance Request			
_	Control of the position of the control of the contr			
	Special Exception			
I hereb	y request the action noted above as	follows:		
Ann		Prinos aug		
	4			
Anner	q Zone	Rezon	e from 21 - PUD	
Tax Pa	arcel(s): I 56JO28	, 156 Nool 00	3 MT56N00100	, c
Addres	ss (if designated):	,	,	
		exation is selected fill in	NA)	
	sed Zoning: PuD			
Owner	of Property: Cauthon,	Brant ; Cautho	n, wanda	
Addres	SS:	•		
Teleph	one Number: 323-422	- 4500		
٨	If the owner and applicant are not	ha sama nlagga gamula	to attachment 1	
	Application Fee: \$300	me same, prease compre	te attachment 1.	
	Legal description and recent plat o	f the property on Tax Ac	gagan Man	
	Letter of intent describing propose			
	Disclosure statement which is requ			
	Site plan, if applicable, containing			
	Title of proposed development and			
a)	owner.	mame, address and terep	mone number of property	
b)	Name, address, and telephone num	her of the architect eno	ineer or other designer of	
U)	proposed development.	ou of the architect, ong	meer, or other designer or	
c)	Scale, date, and general location m	an showing relationship	of the side to streets or natural	
• ,	landmarks	h nh		
d)	Boundaries and street pavement w	idths: buildings: water c	ourses: parking and loading	
,	areas, and other physical character			
	- Calli tomoù Girls		- F	
_	THE	( ) ~ Ma.	7/1/51	
<u>د                                     </u>	JULI	Cerya 110m	<u> </u>	
Pri	nted Name	Signature	Date	

## Attachment 1

(Complete only if applicant is different from the property owner)

PETITION DO
AMENDMENT/VARIANCE AMENDMENT/MAP
I authorize the person named below in the Records of Hart County, Georgia.
address 200 de divis
Name of Applicant California Girls  Address 268 E Howell St that Well GA 30643  Telephone Number 323-422-4500
Wayla Cast Ce
Signature and the state of the
Signature(s) of Owner



## 100 Percent Method - Annexation Petition

	Dat	e of Submis	sion						
	To the Mayor and City Council of Hartwell, Georgia:								
		respectfully request that the Hartwell City Council annex this territory to the City of Hartwell, Georgia, and extend the city boundaries to include the same.							
	[Attach etc.)]	Attach complete description of land to be annexed through deed, survey, tax assessor documents, etc.)]							
	Name (print)		Add	dress		Signature		Date	
1.	La	i fornia	Air15	268	E. Ho	well St (	Jun	Deut	7/6/21
2.			×.						
3.	•								
-									

## City of Hartwell

## Application for subdivision and Land Development Approval

Name of Development
Check one: Sketch Plan Preliminary Plan Final Plan
General Information:
Owner
Address 160 Sundayn Circle Telephone Number_
Applicant(s) California Girls
Address 268 E. Howell 5+ Telephone Number 323-422-450
Engineer or Surveyor A Smith Planning Grang
Address Telephone Number
Development Data:
Location lleo Sundawn Grde
Existing Zoning (if annexation is requested leave blank)
Proposed Use (if annexation indicate requested zoning classification) PuD
Number of Lots_
Total Acreage
Minimum Lot Size
Lineal Feet of New Streets
Water Supply: Public System On Lot System
Sewerage System: Public System On Lot System
Signature of Owner
Date

#### CHAPTER 67-A

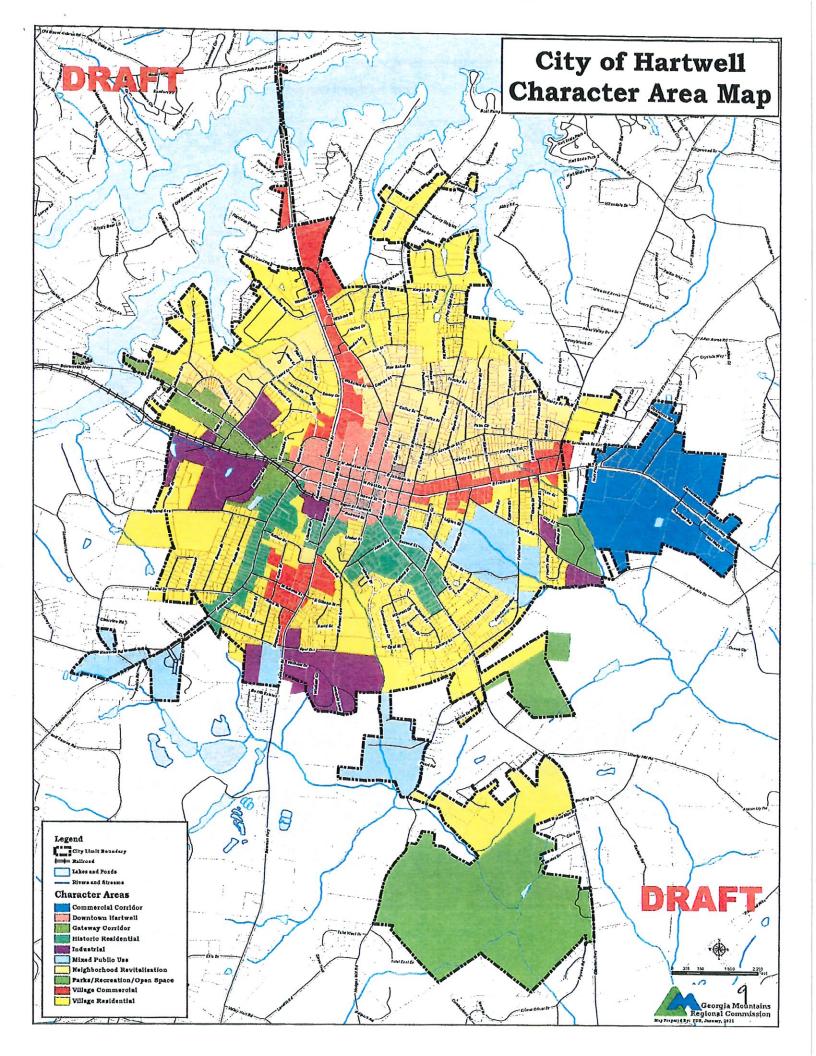
### CONFLICT OF INTEREST IN ZONING ACTIONS

## 36-67A-3. Disclosure of campaign contributions

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of the applicant's application for the rezoning action, 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 authority 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 for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority 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 for the rezoning action and the date of each such contribution.
- (d) The disclosures required by subsection (c) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.

#### 36-67A-4. Penalties

Any person knowingly failing to comply with the requirements of this chapter or violating the provisions of this chapter shall be guilty of a misdemeanor.



## **Gateway Corridor**

Gateway Corridors refers to the main arterial roadways leading into/ out from downtown. These are mixed-use corridors, home to churches, businesses, schools, and shopping with several established neighborhoods adjacent to the area. Their distinction comes from both the primacy of their function but also their role as transitional spaces from the historic town center to adjoining districts.

Gateway corridors are designed to serve area residents by providing a rural destination for commercial and civic activity, while blending into the mountainous context and small-town charm preferred by residents. They also help through travelers recognize the more unique, small-town elements of the city.

These areas will feature modest design considerations to minimize surface parking and promote architectural design that reinforces the community's rural culture. Units may be detached or attached but must exhibit variations in structure for every 2-3 units and should avoid the appearance of a long, continuous structure, such as a conventional shopping center. They will typically be 1-2 stories and remain within close proximity (under 70 feet) to the prevailing roadway, visible to travelers along the street and framing the streetscape.

Additional characteristics recommended for the district, which are intended to sustain the area's rural character, include limited sizes and distribution of signage and limited lighting displays.

#### **Development Encouraged**

- Mixed-use
- Multi-Family
- Small-scale commercial or institutional
- Minimal parking on front and sides; Attached units permitted

#### Implementation Measures

- Create Gateway Corridor Development plans (2022)
- Create signage and establish true gateways along each corridor (2023)
- Develop pockets of landscaping and possible art and/or promotional boards (2024)
- Consider design guidelines for Gateway Corridors (2025)





## **aPublic.net**" Hart County, GA

#### Summary

Parcel Number

156J 028

Location Address

LAVONIA RD 0

**Legal Description** 

MOODYBELL PL PB 21-221 3.89@ 1112 (Note: Not to be used on legal documents)

Class

R3-Residential

(Note: This is for tax purposes only. Not to be used for zoning.)
COUNTY (District 01)

**Tax District** Millage Rate

19.27

Acres Homestead Exemption Landlot/District

3.8 Yes (S1)

View Map



#### Owner

**CAWTHON WANDA A** 160 SUNDOWN CIRCLE HARTWELL, GA 30643

#### Land

Type Residential Description

CLASS A RURAL LAKE BLOT

Calculation Method

Square Footage

Frontage 1

Depth 0

3.8

Lots 1

#### Residential Improvement Information

Heated Square Feet Interior Walls

**Exterior Walls** Foundation

**Attic Square Feet** 

**Basement Square Feet** 

Year Built Roof Type

Flooring Type **Heating Type** 

Number Of Rooms Number Of Bedrooms Number Of Full Bathrooms Number Of Half Bathrooms

Number Of Plumbing Extras Value

Condition Fireplaces\Appliances House Address

Single Family 2774 Drywall/Panel

Brick Masonry

1958 Asphalt Shingle Car/Hdwd/Linolm

Central Heat/AC

\$71,120 Average

Const 1 sty 2 Box 1 **OLAVONIA** 

#### **Accessory Information**

Description
Garage-Detached-Frame
Dock-Covered Gable

Year Built 1999 1978

Dimensions/Units 30x32/960 36x24/0

\$0 XI

Identical Units 1

Value \$10,560 \$9,936

#### Sales

7/1/1958

Sale Date	Deed Rook \ F			
2/1/2004	0047800238			
6/1/1998	0031400503			
4/1/1993	0024700321			

0007000396

Plat Book / Page

Sale Price Reason \$150,000 RELEASE OF INTEREST/ENTITLEMENT

\$175,000 FI \$0 EI Grantor

Grantee

## Valuation

		2021	2020	2019	2018	2017
	Previous Value	\$278,559	\$273,758	\$273,761	\$272,945	\$274,341
	Land Value	\$190,000	\$190,000	\$185,000	\$180,000	\$180,000
+	Improvement Value	\$71,120	\$68,063	\$68,262	\$72,420	\$71,604
+	Accessory Value	\$20,496	\$20,496	\$20,496	\$21,341	\$21,341
=	Current Value	\$281,616	\$278,559	\$273,758	\$273,761	\$272,945

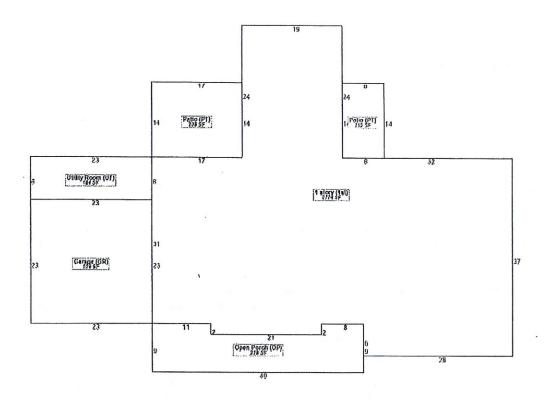
## Photos







Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

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#### Summary

Parcel Number

156N 001 003

**Location Address** 

**Legal Description** 

GMD 1112 PB 32-132 LT 3 1.01@ (Note: Not to be used on legal documents)

Class

R3-Residential

(Note: This is for tax purposes only. Not to be used for zoning.) HARTWELL (District 02)

Plat Book / Page

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**Tax District** 

30.57

Millage Rate Acres

1.21

Homestead Exemption

No (S0)

Landlot/District

C/

Deed Book / Page

View Map

#### Owner

CAWTHON BRANT 160 SUNDOWN CIR

#### Land

HARTWELL, GA 30643

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	CLASS A RURAL LAKE D LOT	Lot	52,708	220	0	1.21	1

Sale Price Reason

Grantor

Grantee

#### Sales

2/9/2016 6/1/1998	789350 0031400503	\$0 \$175,000	Estate Sale FV	LANE SHELIA	CAWTHON BRANT
√aluation					

#### V

Sale Date

	Previous Value	2021 \$40,000	<b>2020</b> \$40,000	2019 \$60,500	2018 \$60,500	2017 \$60,500
	Land Value	\$40,000	\$40,000	\$40,000	\$60,500	\$60,500
+	Improvement Value	\$0	\$0	\$0	\$0	\$0
+	Accessory Value	\$0	\$0	\$0	\$0	\$0
=	Current Value	\$40,000	\$40,000	\$40,000	\$60,500	\$60,500

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

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#### Summary

Parcel Number

156N 001 004

**Location Address** 

**Legal Description** 

GMD 1112 PB 32-132 LT 4 1.10@

(Note: Not to be used on legal documents)

R3-Residential

Tax District

(Note: This is for tax purposes only. Not to be used for zoning.) HARTWELL (District 02)

Millage Rate

Acres

30.57 1.27

Homestead Exemption

No (50)

Landlot/District

C-/

View Map

#### Owner

160 SUNDOWN CIR HARTWELL, GA 30643

Land							
Туре	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	CLASS A RURAL LAKE D LOT	Lot	55,321	161	D	1.27	1

#### Sales

Sale Date	Deed Book / Page	Plat Book	/ Page	Sale Price	Reason	Grantor	Grantee	
2/9/2016	789 350			\$0	Estate Sale	LANESHELIA	CAWTHON	BRANT
2/9/2016	789 350			\$0	Estate Sale	<b>CAWTHON BRANT</b>	CAWTHON	BRANT
6/1/1998	0031400503			\$175,000	FV			
Valuation								
Valuation						- X		
			2021	2	2020	2019	2018	2017
Previous	Value		\$40,000	\$40	,000	\$54,000	\$54,000	\$54,000
Land Val	ue		\$40,000	\$40	,000	\$40,000	\$54,000	\$54,000

\$0

\$0

\$40,000

\$0

\$0

\$40,000

Cala Datas - Danson

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

\$0

\$0

\$40,000

\$0

\$0

\$54,000

\$0

\$0

\$54,000

User Privacy Policy GDPR Privacy Notice

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+ Improvement Value

+ Accessory Value

Current Value

#### PUBLIC NOTICE

Application has been filed with the City of Hartwell Planning and Zoning Commission as follows:

### CASE NUMBER: 2021-13

Julie Mochet has filed a petition of annexation and zoning assignment, and rezoning of parcels with the City of Hartwell.

The requested annexation is for approximately 3.8 acres at tax parcel I56J 028. Additionally, the request asked for the rezoning of two parcels I56N 001 003 and I56N 001 004 (approximately 2.48 acres in total). The request is to have the parcel(s) zoned as a Planned Unit Development District (PUD).

The parcel(s) involved are in Hart County, GM District 1112<sup>th</sup> and shown on the Hart County Parcel Map as I56J 028, I56N 001 003, and I56N 001 004.

A Public Hearing will be held on Thursday July 22nd, 2021 at 6:00 p.m. in the Council Chambers of City Hall, 456 E. Howell Street, Hartwell, Ga. All persons interested in this case are invited to attend.

The Planning and Zoning Commission's recommendation for this case may be considered by the Hartwell City Council at their regularly scheduled meeting on Monday, August 2nd, 2021 at 7:00 p.m. in the Council Chambers of City Hall.

Jason Ford Zoning Administrator