



Hart County Board of Commissioners
Tuesday June 25, 2024
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
6/11/24 Regular Minutes
6/18/24 Called Meeting Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Solar Farm Ordinance
 - b) Article 10 (Mobile Home and RV Parks) Revisions Discussion
 - c) Public Defender FY 25 Budget
 - d) City of Royston Annexation of Parcel C08B-121, 485 Hartwell Hwy
13. NEW BUSINESS
 - a) Request Credit for Experience Road Department
 - b) Approval of SRO Agreement with School System (School Resource Officers)
 - c) Bushhog purchase Road Department
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation
16. ADJOURNMENT

Hart County Board of Commissioners
June 11, 2024
6:00 p.m.

Hart County Board of Commissioners met June 11, 2024 at Hart County Administrative & Emergency Services Center.

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

1. Prayer

Commissioner Bennett 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 via in person, YouTube, and/or HTC.

5. Approve Agenda

Commissioner Bennett moved to amend and approve the agenda to include item 12 e) Widening Farm Road. Commissioner Brown provided a second to the motion. The motion carried 5-0.

6. Approve Minutes of Previous Meeting(s)
5/28/2024 Regular Meeting

Commissioner Dorsey moved to amend and approve the May 28, 2024 regular meeting minutes. 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 & Department Heads

None

9. County Administrator's Report
May Financial Report

County Administrator Terrell Partain presented a summary of the General Fund Financial Report for the month of May.

10. Chairman's Report

Chairman Sayer recognized the Hart County Chamber of Commerce celebrating 75-years of existence; commended the Chamber Director and staff for their accomplishments.

11. Commissioners' Reports

Commissioner Bennett commended the Chamber of Commerce staff and thanked county employees for a great job.

Commissioner Teasley commended the Chamber of Commerce and thanked county employees for what they do.

Commissioner Brown moved to proceed to add a referendum on the November ballot for TSPLOST. Commissioner Bennett provided a second to the motion.

Commissioner Dorsey to address the issue following Executive Session.

Commissioner Dorsey echoed the comments of behalf of the Chamber of Commerce; offered condolences to the family of Jimmy Myerholtz.

12. Old Business

a) Solar Farm Ordinance Discussion

No action was taken.

b) Article 10 (Mobile Home and RV Parks) Revisions Discussion

No action was taken.

c) Job Description Assistant Administrator

Commissioner Brown moved to amend and adopt the Assistant Administrator Job Description to include attending certification courses; willing to travel; three to five years of related experience in public or business administration and or master's degree. Commissioner Bennett provided a second to the motion.

Commissioner Dorsey moved to table the issue until the BOC can discuss it. The motion failed from lack of second.

Chairman Sayer called for the vote. The motion carried 4-1 (Commissioner Dorsey opposed).

d) City of Royston Annexation of Parcel C08B-121, 485 Hartwell Hwy

Commissioner Bennett moved to object to the annexation request. Commissioner Brown provided a second to the motion.

Commissioner Bennett withdrew the motion. Commissioner Brown withdrew the second to the motion.

e) Widening Farm Road

Commissioner Dorsey moved to widen Farm Road from Andrew Floyd to Akin Lunsford Roads. Commissioner Brown provided a second to the motion. The motion carried 5-0.

13. New Business

a) Permission to Advertise for opening on Franklin/Hart Airport Authority

Commissioner Brown moved to authorize staff to advertise for the opening on Franklin/Hart Airport Authority. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

b) Closing of Long Point for Pre-Fourth Fireworks

Commissioner Teasley moved to close Long Point to the public at 9:00 p.m. June 28, 2024 through noon June 30, 2024. Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

c) Approval of Agreement with Schneider Geospatial, LLC (QPublic) for Parcel mapping

Commissioner Bennett moved to approve and authorize Chairman Sayer to sign the agreement with Schneider Geospatial, LLC. Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

14. Public Comment

None

15. Executive Session – Litigation

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

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

Commissioner Brown moved to authorize County Administrator to begin the preparation process for TSPLOST. Chairman Sayer provided a second to the motion. The motion carried 5-0.

Commissioner Brown moved to schedule a called meeting with the City of Hartwell officials to discuss Service Delivery Strategy. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

16. Adjournment

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

Marshall Sayer, Chairman

Lawana Kahn, County Clerk

Hart County Board of Commissioners
Called Joint Meeting Hartwell City Council
June 18, 2024
5:30 p.m.

Hart County Board of Commissioners and Hartwell City Council met June 18, 2024 at 5:30 p.m. at the Hart County Administrative & Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley and Joey Dorsey in attendance. Commissioner Jeff Brown via telephone.

Mayor Brandon Johnson, City Council members Zack Adams, Patrick Guarnella, Tray Hicks, Mike McNabb, and Richard Sheller were in attendance.

Chairman Sayer called the meeting to order and stated the purpose of the meeting was the confusion with the Service Delivery Strategy Maps.

Attorney Kimberly Higginbotham announced as per notification from Attorney VanDora, Charlene Fields withdrew her petition for annexation for property located on Ank Powell Road.

Attorney Higginbotham read correspondence from a chain of emails between DCA and Georgia Mtns. Regional Commission regarding the SDS 2023 maps that were submitted to DCA. As per DCA revisions were required on the maps to be in compliance.

Hart County Water & Sewer Authority Director Pat Goran stated the HCWSA was applying for a GEFA Grant in the fall of 2023. However, since there were errors on the SDS maps the Authority would not be eligible for the grant; he was notified that GMRC resubmitted the SDS maps February 2024.

After much discussion, Councilman Tray Hicks entertained a motion to agree on the maps that were previously signed; include legends for Hart County Water & Sewer Authority territory as noted in 2015 maps. Councilman Guarnella provided a second to the motion. The motion was carried unanimously by the City officials.

Commissioner Dorsey moved to exit into Executive Session to discuss Litigation matters. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

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

Chairman Sayer moved to authorize County Administrator Partain to bid on a used ambulance. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

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

Marshall Sayer, Chairman

Lawana Kahn, County Clerk



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 12 A Solar Farm Ordinance Discussion

This discussion is for the Board to give guidance to the County Attorney and myself on what requirements and/or restrictions you want in this ordinance.



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 12 B Article 10 (Mobile Home and RV Parks) Revisions Discussion

Attached is our current RV Park ordinance, one with my suggestions for application and approval and clarification of density changes, and several other requirements from other Counties in the State.

ARTICLE III. RECREATIONAL VEHICLE PARKS AND CAMPGROUNDS¹

Sec. 78-81. Findings of fact.

The board of commissioners finds that:

- (1) The freedom to travel is among America's most cherished liberties;
- (2) The recreational vehicle and automobile are key modes of travel for those enjoying this freedom;
- (3) RV parks and campgrounds provide secure places of refuge for recreational vehicles and campers;
- (4) A comprehensive set of standards has been developed by nationally recognized organizations and institutions and these standards adequately provide for the health, safety and welfare of the public; and
- (5) The public interest and safety is best served by having uniform standards for RV park and campground development and operation.

(Ord. of 9-23-1999(3), § 1)

Sec. 78-82. Intent and purpose.

- (a) *Intent.* It is the intent of the board of commissioners to provide a safe environment in urban, rural and wilderness settings which RV accommodate the full range of camping units desired by the consumer. Further, it is the intent of the board of commissioners to allow the greatest latitude in designing RV parks and campgrounds according to the desires of the RV and camping public while serving and protecting the health and safety needs of the RV and camping public. Further, it is the intent of the board of commissioners to meet the overall spirit of national codes referenced in this article. Where slight wording differences occur between this article and those of national codes, they are not intended to change the public health and safety goals of such national codes, but rather to foster consistency between code language and the terminology of the RV park and campground industry and the general RV and camping public.
- (b) *Purpose.* The purpose of this article shall be to provide rules, regulations, requirements, and standards for development of RV parks and campgrounds in the unincorporated areas of the county, ensuring that the public health, safety and general welfare are protected; that orderly growth and development together with the conservation, protection and proper use of land shall be insured; and that proper provisions for all public facilities shall be made.

(Ord. of 9-23-1999(3), § 2)

Sec. 78-83. Applicability.

This article shall apply to all RV parks and campgrounds as defined in section 78-85. No person or organization or government entity shall establish and maintain an RV park or campground within the unincorporated areas of the county except in conformity with this article. Facilities provided in existing RV parks

¹Cross reference(s)—Parks and recreation, ch. 38.

and campgrounds may be continued in use providing such facilities do not constitute a recognized health or safety hazard.

(Ord. of 9-23-1999(3), § 3)

Sec. 78-84. Alternative materials, equipment and procedures.

The provisions of this article are not intended to prevent the use of any material, method of construction, or installation procedure not specially prescribed by this article, provided any such alternate is of equal or greater quality and verified by the authority having jurisdiction. The authority having jurisdiction shall require that sufficient evidence be submitted to substantiate any claims made regarding the safety of such alternates. Evidence shall also be required to show, to the satisfaction of the authority having jurisdiction, that the alternate material, method of construction or installation procedure have met or exceed the level of health and safety protection provided by the standards of this article.

(Ord. of 9-23-1999(3), § 4)

Sec. 78-85. 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. Such definitions are adopted for use in this article. In addition to standards contained in local ordinances, other laws of the state and standards adopted by reference in section 78-87.

Accessory cabana means a portable room enclosure.

Accessory storage means a structure located on a camping unit site which is designed and used solely for the storage and use of personal equipment and possessions of the RV or camper and may include storage buildings and greenhouses not exceeding 120 square feet of roof area.

Accessory structure means structures maintained within RV parks or campgrounds which serve the principal camping unit. Accessory structures are not attached to the camping unit (see "Add-on structure") and contain no plumbing or electrical fixtures.

Accessory uses means offices, employee or operator living units, recreational facilities, grocery stores, convenience stores, gift shops, service buildings, rest rooms, dumping stations, showers, laundry facilities, storage units; and other uses and structures customarily a part of the RV park or campground operation.

Add-on structures means structures attached to the principal camping unit which provide additional space or service.

Approved means acceptable to the authority having jurisdiction.

ARVC means National Association of RV Parks and Campgrounds (ARVC). The national trade organization representing the outdoor hospitality industry.

Authority having jurisdiction means the organization, office or individual responsible for approving equipment, equipment installation, a permit or a procedure.

Awning means a shade structure supported by posts or columns and partially supported by the camping unit.

Cabin, camping, means a hard sided tent or shelter less than 400 square feet in area which is on skids designed to facilitate relocation from time to time.

Cabin, housekeeping, means a rustic cabin providing guests with full service amenities as an alternative to other forms of rental lodging.

Camper means a person participating in RV or camping.

Campground means any parcel or tract of land under the control of any person, organization, or governmental entity wherein two or more camping unit sites are offered for the use of the public or members of an organization for rent or lease. Campgrounds may or may not necessarily be designed to accommodate recreational vehicles.

Campground, developed, means a campground accessible by vehicular traffic where sites are substantially developed with two or more utilities, i.e., sewer, water or electricity etc. are provided and refuse disposal and restrooms are available.

Camping unit means a portable structure, shelter or vehicle designed and intended for occupancy by persons engaged in RV or camping. The basic units are: recreational vehicle, camping cabin, housekeeping cabin, tent, teepee, yurt, and other rental accommodations for enjoying the outdoor experience.

Camping unit seal means a camping unit meeting the criteria as set forth in ARVC guidelines.

Camping unit separation means a specific area within a RV park or campground that is set aside for a camping unit.

Carport means a structure located upon a camping unit site used for parking of vehicles.

Day use means daytime activities within a RV park or campground for less than a 12-hour period. (See also: "Site Night.")

Density means the number of camping unit sites on a unit of land area.

Density, gross, means the total land area devoted to a RV park or campground use divided by the total number of camping unit sites contained within the RV park or campground.

Greenbelt means a strip of land, containing landscaping, or other aesthetic site obscuring features, intended to buffer potentially incompatible uses. Greenbelts may include utilities and other underground facilities but not camping units.

Guest means an invited visitor to a RV park or campground.

Holiday, major, means i.e. Labor Day, Memorial Day, Independence Day, Thanksgiving, Christmas, New Years and Easter.

Liquefied petroleum gas, LP gas and LPG mean any material having a vapor pressure not exceeding that allowed from commercial propane composed predominantly of the following hydrocarbons, either by themselves or as mixtures: propane, propylene, butanes (normal butane or isobutane) and butylenes (including isomers).

Liquid waste (gray water) means a discharge from a fixture, appliance, or appurtenance in connection with a plumbing system which does not receive any fecal matter.

Listed means equipment or materials included in a list published by an organization acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or material meets appropriate standards or has been tested and found suitable for use in a specified manner.

Minimum parcel size means the minimum land area required to accommodate a RV park or campground.

Occupancy means the presence of a guest in a camping unit for a site night where rent is received.

Offset (sewer lines) means a combination of elbows or bends in a line of piping that brings one section of the pipe out of line but into a line parallel with the other section.

Operator means the owner of a RV park or campground or his designee.

Owner means the owner of a RV park or campground or his designee.

Public water supply means a municipally or privately owned or community water supply system designed to distribute water to guests within a defined geographical area.

Recreation area means a specific area of the recreational park or campground, either of land or an area of water or a combination of land and water which are designed and intended for the use or enjoyment of guests of the RV park or campground.

Recreational vehicle (RV) means a vehicular-type camping unit certified by the manufacturer as complying with ANSI A119.2 or A119.5 and primarily designed to provide travel and destination RV that either has its own motive power or is mounted on or towed by another vehicle. The basic units are: camping trailer, fifth wheel trailer, motor home, park trailer, travel trailer, and truck camper.

- (1) *Camping trailer* means a recreational vehicle that is mounted on wheels and constructed with collapsible partial side walls that fold for towing by another vehicle and unfold for use.
- (2) *Fifth wheel trailer* means a recreational vehicle designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above forward of the tow vehicle's rear axle.
- (3) *Motor home* means a recreational vehicle built on or permanently attached to a self propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle.
- (4) *Park trailer* means a recreational vehicle that meets the following criteria:
 - a. Built on a single chassis mounted on wheels.
 - b. Having a gross trailer area not exceeding 400 square feet in the set-up mode.
 - c. Certified by the manufacturer as complying with ANSI A119.5.
- (5) *Travel trailer* means a recreational vehicle designed to be towed by a motorized vehicle containing a towing mechanism that is mounted behind the tow vehicle's bumper.
- (6) *Truck camper* means a recreational vehicle consisting of a roof, floor, and sides designed to be loaded onto and unloaded from the bed of a pickup truck.

Recreational vehicle, dependent, means a recreational vehicle not containing sanitary facilities and/or devices for connecting such facilities to a community waste disposal system.

Recreational vehicle, gross trailer area, means the total plan area measured to the maximum horizontal projections of exterior walls in the set-up mode. Measurements shall be taken on the exterior floor plan. Square footage includes all siding, corner trims, moldings, storage spaces, areas enclosed by windows but not the roof overhangs (Ref. HUD Interpretive Bulletin A-1-88). Expandable room sections, regardless of height shall be included. Storage lofts contained within the basic unit which have ceiling heights less than five feet at the peak of the roof would not constitute additional square footage.

Recreational vehicle, independent, means a recreational vehicle containing sanitary facilities and devices for connecting such facilities to a community waste disposal system. This type of RV is also referred to as a self-contained recreational vehicle.

Recreational vehicle park means any parcel or tract of land under the control of any person, organization, or governmental entity wherein two or more camping unit sites are offered for the use of the public or members of an organization by rent or lease, including park-owned recreational vehicles held out for rent. RV parks are primarily designed to accommodate recreational vehicles. (See also: "Campgrounds.")

- (1) *Ownership/membership and specialty* means a RV park or campground that is either opened to members or owners only, or where the sites are individually owned. This category also includes RV parks or campgrounds that are owned or cater to specific audiences such as religious organizations, square dancers, clothing optional clubs, etc.

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- (2) *Destination* means an RV park or campground containing facilities (e.g. swimming pools, restaurants, golf courses and formal recreational programs, etc.) and catering to RVs or campers who will typically travel extended distances to stay for extended periods (e.g. a weekend, a week or longer).
 - (3) *Extended stay* means a RV park or campground which caters to extended stays, full-timers and seasonal rather than for short term accommodations. Extended stay facilities tend to occur in certain geographical areas.
 - (4) *Senior adult* means a RV park or campground for the exclusive use of senior individuals 55 years of age or older and which complies with the U.S. Department of Housing and Urban Development Fair Housing Act.
 - (5) *Traveler* means a RV park or campground where RVs and campers stay for a day or a week as an alternative to other types of lodging while traveling or vacationing or to enjoy the local attractions within a given area.

Rent means compensation or other consideration given for a prescribed right, use, possession, or occupancy of a RV park or campground as defined by the operator.

Rental, on-site, means a camping unit placed within a RV park or campground which is available for rental to guests.

RVers means individuals who use recreational vehicles for RVing and camping including, but not limited to the following categories:

- (1) *Daily/overnighter*. Typical are the many RVers and campers who stay for a day or a week as an alternative to other types of lodging. Typically travelers, area visitors, or tourists enjoying local attractions of a given area.
- (2) *Extended stay*. Those who stay in a given recreational vehicle park or campground for an extended period of time. The term "extended stays" is generally used in describing four groups as follows:
 - a. Individuals who have selected a recreational-centered lifestyle and who list a specific location for a traditional season ("sunbirds" and "snowbirds").
 - b. Individuals who have selected interim lodging during temporary transfer to a new locality or while awaiting construction of conventional housing.
 - c. Individuals who frequently relocate for employment purposes.
 - d. Individuals who have selected a recreational vehicle as a housing alternative for extended periods.
- (3) *Full timers*. Individuals who have opted, because of the benefits of a recreation oriented RV lifestyle or for economic reasons, to use their RV as their only or primary residence. Individuals who move from facility to facility and area to area, depending upon weather, attractions, or activity they normally spend extended periods at each location. These extended periods may be for a few days, weeks or months.
- (4) *Seasonal*. Individuals who have chosen to leave their camping unit in special storage areas or "on the site" at a specific RV park or campground. Many seasonal leave their RVs on-site for the season and will typically occupy their RVs from time to time to enjoy organized recreational programs.
- (5) *Snowbirds*. Snowbirds are mostly comprised of RVers who own homes in the snow areas. Many of these individuals migrate from north to south in the winter months and from south to north in the spring. Areas of dry and warmer climate are sought by the snowbirds for varying periods during the north's cold season.

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- (6) *Sunbirds.* Sunbirds are mostly comprised of retired RVers. Sunbirds typically own homes in the warmer desert areas of the state where they spend the winter months, moving north toward cooler climate during the extremely hot desert summer months. Sunbirds tend to have similar travel characteristics as snowbirds.

RVing lifestyle means traveling and/or living independently where one chooses and camping for the enjoyment of the outdoors; being a way of life use; using a camping unit for recreation; associated with the fraternity of other like RVers and campers.

Sanitary disposal station means a facility provided for the emptying of the waste holding tanks of recreational vehicles.

Service building means a structure or portion thereof that is used to house sanitary facilities, such as water closets or lavatories. A service building may include other facilities for the convenience of the RV park or campground guests.

Sewage means any liquid waste containing animal or vegetable matter in suspension or solution or the water-carried wastes resulting from the discharge of water closets, laundry tubs, washing machines, sinks, dishwashers, or any other source of water-carried waste of human origin or containing putrescible material.

Sewer branch means the portion of a sewer system that receives the discharge from more than one sewer lateral.

Sewer inlet connection. See ANSI Standard 4-8.3.

Sewer lateral means the portion of a sewer system that serves a single camping unit site or building.

Sewer main means the portion of a sewer system that receives the discharge from all sewer laterals or branches within the RV park or campground.

Site means the portion of a RV park or campground where the camping unit is situated.

Site night means the equivalent of one camping unit occupying one site for one overnight stay whether occupied or not.

Site, rear, means a line designating the rear most part of the site.

Slideout means an extended portion of a recreational vehicle which exceeds the allowable dimensions in the traveling mode.

Stand means the area within the camping unit site set aside for the placement of the camping unit. For all camping units without slideouts the stand shall be a minimum of eight feet wide. For camping units with slideouts the stand shall be a minimum of ten feet wide.

Submetering means a form of conservation whereby the guest pays for utilities used. Submetering can be for consumption of electricity, gas, water, and sewer, etc.

Teepee means a cone-shaped tent.

Tent means a portable shelter, consisting of synthetic fabrics or natural skins stretched over a flexed or rigid framework.

Tent, hard shell. See "Cabin, camping."

Utility connection assembly means a single hookup assembly located on the site and containing connections for potable water, sewer inlets, electrical power, phone and television.

Water riser pipe means the portion of the water connection serving the camping unit site, which extends from the water supply main through a lateral branch and terminates at a water connection.

Watering station means a facility for supply potable water to RVers and campers.

Yurt means a portable structure for lodging especially designed for minimal environmental impact in difficult terrain.

(Ord. of 9-23-1999(3), § 5)

Cross reference(s)—Definitions generally, § 1-3.

Sec. 78-86. Procedures for development of RV parks and campgrounds.

All RV parks and campgrounds, or expansions of sites of existing parks, developed after April 11, 1996, shall meet the following site plan requirements:

- (1) *Site plan approval required.* All RV park and campground developments shall require site plan approval by the planning commission in accordance with the procedures and requirements established in this article. Site plans required under this article shall contain the seal of a state registered engineer or surveyor. No permits shall be issued for any development until final approval is granted subject to all requirements.
- (2) *Submission of preliminary plan.* Prior to making any street improvements or installing any utilities, or other improvements, the developer shall submit five copies of a preliminary plan prepared in accordance with the provisions of this article to the planning commission a minimum of ten working days prior to the meeting date that the developer desires planning commission action. The preliminary plan shall include the following information:
 - a. The name, of proposed park and campground, and the name, address, and telephone number of the applicant.
 - b. The name, address, seal and signature of a registered surveyor or engineer certifying the accuracy of the plan.
 - c. Location map and legal description of the RV park and campground; north point (designated magnetic or true).
 - d. Complete plans to scale of one inch equals not more than 100 feet and specifications of the proposed park showing:
 1. The area and dimensions of the tract of land.
 2. The number, location, and dimensions of all sites.
 3. The locations and width of streets, the location and size of drainage mechanisms proposed, including the size of each application drainage area.
 4. The location of service buildings and other proposed structures.
 5. The location of water and sewer lines and riser pipes.
 6. Plans and specifications of the water supply and refuse and sewage disposal facilities.
 7. Plans and specifications of all buildings constructed or to be constructed within the RV park and campground.
 8. The location of all street lights.
 9. The location of bulk refuse containers, perimeter walls, and park identification signs.
 10. The location, dimensions, and treatment of all required buffer or screening areas.
 11. A soil erosion and sedimentation plan meeting the requirements of chapter 70, article II, as may be subsequently amended.

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12. Identification of areas of special flood hazard.
 13. Written tentative approval for an on-site sewage management system by the board of health, after having submitted a preliminary plan to the board of health with all information required in this subsection, including soil types, soil charts, and contours in compliance with the soil erosion and sedimentation control provisions contained in chapter 70, article II, as may be subsequently amended.
- e. A brief description of the type of RV park or campground proposed, the type of RV or other camping units to be permitted and/or provided and the type of camper/RV targeted and/or permitted in the proposed park or campground.
- (3) *Approval/disapproval of preliminary plan.* The planning commission shall have 30 days from the date of preliminary plan submission to approve or disapprove the preliminary plan for the proposed RV park and campground. Failure of the planning commission to act within 45 days shall be deemed approval of such plan.
- (4) *Submission of final plan.*
- a. Approval of the preliminary plan by the planning commission shall authorize the developer to proceed with actual construction and development of the proposed RV park and campground. Upon completion of all required improvements, the developer shall submit the original and five copies of a final plan to the planning commission a minimum of ten working days prior to the meeting date that the developer desires planning commission action. The final plan shall be drawn on reproducible material to a scale one inch equals not more than 100 feet and shall include the following:
 1. Name of RV park and campground.
 2. Name and address of owner.
 3. Scale, north arrow, and date.
 4. Location sketch map.
 5. Total number of acres in park.
 6. Sufficient data to determine readily on the ground the location, bearing, and length of every street line, boundary line, and lot lines, and location of each site and buildings.
 7. Final plan of sewage treatment system including location and size of sewer lines, septic tanks, drainfields, and points of discharge (if applicable).
 8. Final plan of storm sewer system with grade, pipe sizes, and location of outlets.
 9. Final plan of the water supply system including location and size of water lines, wells, storage tanks, and pumping stations, if any.
 10. Final plan of buffer areas and screening, if required.
 11. Final plan of the refuse collections system including size and location of dumpsters.
 12. Designation and data on any flood hazard areas in accordance with chapter 74, as may subsequently be amended.
 - b. The final plan shall also include the following signed certifications:
 1. Certification by a registered engineer or surveyor attesting to the accuracy of the plan.
 2. Certification of approval of the water supply and sewerage systems by the appropriate authority.

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- c. The final plan shall be accompanied by a copy of the proposed rules and regulations for the operation of the proposed RV park or campground.
 - (5) *Approval of final plan.* Within 30 days after submission of the final plan together with all required supporting data and certifications, the planning commission shall review and approve or disapprove the plan. Failure of the planning commission to act within 45 days shall be deemed approval of such plan.
 - (6) *Development compliance.* At least 100 percent of each phase of all planned spaces, as well as all streets, utilities, and other required improvements necessary to serve them pursuant to these regulations must be completely constructed according to the RV park and campground plan approved by the planning commission before the first building permit will be issued. Failure of the developer or applicant to construct this minimum phase within two years after approval by the planning commission shall cause such approval to expire.

(Ord. of 9-23-1999(3), § 6)

Cross reference(s)—Community development, ch. 26; planning, ch. 42.

Sec. 78-87. Design and construction standards.

In addition to the following standards, all RV parks and campgrounds must comply with the applicable provisions of all state, federal and local laws including, but not limited to, chapters 66 and 74 and article II of chapter 70, of this Code, O.C.G.A. § 30-3-1 et seq., and Rules of Department of Human Resources Chapter 290-5-26 governing on-site sewage management systems, as may be subsequently amended.

- (1) *General standards.*
 - a. *Use of mobile homes/manufactured homes.* Mobile homes/manufactured homes shall not be permitted in any RV park or campground, except that a mobile home/manufactured home may be permitted for use as an office and/or residence of park/campground owner/manager/caretaker.
 - b. *Continuous camping or occupancy.* Continuous camping or occupancy of a camping unit on a rental site with a RV park or campground shall be restricted to a maximum of 60 days. Such lots shall not be utilized as a permanent residence by the RV owner or any user thereof. Check in and check out within the succeeding 60 days, following the initial 60 days or any additional 60-day period thereafter, will not be allowed. Those parties desiring a longer stay shall, upon payment of the appropriate fee therefor, procure a special exception permit. Any special exception permit will only be effective for a maximum of one year.
 - c. *Buildings and other structures.* Any building or other structure constructed within a RV park or campground must be permitted and constructed in accordance with chapter 66, as may be subsequently amended.
 - d. *Density.* The average density shall not exceed 18 short-term overnight lodging sites, units or dwellings per acre.
 - e. *Camping unit site access.*
 - 1. Each camping unit site shall be designed and constructed at such elevation, distance, and angle with respect to its access to provide for safe and efficient placement and removal of camping units and other vehicles.

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2. Each occupied RV unit site shall have a vehicular access. Any site designed for the exclusive use of a tent, teepee or yurt may be permitted to be accessible only by a walkway, but shall be located within 100 feet of parking areas.
 3. RV sites shall provide a sufficient parking space to accommodate an RV plus one passenger vehicle, unless parallel parking is provided along the road in accordance with subsection (1)g.1 of this section.
- f. *Camping unit separation.* Camping units shall not be located closer than 20 feet from any other camping unit or permanent building within or adjacent to the RV park or campground.
- g. *Roads and driveways.*
1. Minimum widths of recreational vehicle parks or campground roads and driveways designed to accommodate all recreational vehicles shall be 15 feet for one way roads, 22 feet for double lane roads, and include eight feet per parallel parking lane when provided by operator.
 2. Roads and driveways shall be easily traversable and have a well-drained surface. They shall follow existing contours as much as possible and not exceed a 16 percent slope.
 3. Road and driveway curves designed for use by all types and sizes of recreational vehicles shall have a minimum internal radius of 25 feet.
 4. T-Turnarounds or equivalents shall be provided for all dead-end driveways over 100 feet in length. Those designed for use by recreational vehicles shall have a minimum internal radius of 25 feet.
- h. *Site identification.* Each camping unit site shall be marked for identification. Such markers shall be easily readable from the driveways.
- i. *Utility connection assembly.* When potable water supply connection, sewer inlet connection, electrical power, television connection and phone connection supply or discharge outlets are provided for a individual RV site they may be grouped together in one assembly under the following conditions:
1. The assembly shall be located on the left rear half of the site (left side of recreational vehicle) within four feet of the stand. Recreational vehicles with slideouts shall maintain a minimum distance of two feet from the utility connection assembly to the slideout in its extended position.
 2. The assembly shall be capable of supporting the utilities as attached thereto and is designed for the purpose of providing such services to individual recreational vehicles.
- j. *Swimming and bathing facilities.* If provided, such facilities shall be designed in accordance with the requirements of the authority having jurisdiction.
- (2) *Fire safety standards.* In addition to standards contained in the Standard Fire Prevention Code and the NFPA 501-D, the following standards shall apply to recreational vehicle parks and campgrounds.
- a. *Campfires.* Designated outdoor campfire locations, if provided, shall be in safe and convenient areas where they will not constitute fire hazards to vegetation, undergrowth, trees, and camping units.
 - b. *Refuse.* Areas under and around units shall be kept free from accumulation of refuse. A refuse disposal system shall be provided. Burning of refuse, when permitted, shall be done only in approved incinerators.

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- c. *Empty LP-gas containers.* Empty liquefied petroleum gas containers shall not be placed or stored under recreational vehicles. Container shall be stored in an area designated for such storage.
 - d. *Filling LP-gas containers.* Filling of LP-gas containers shall conform with NFPA 58, The Liquefied Petroleum Gas Code, or be in conformance with guidelines established by the state safety fire commissioner.
 - e. *Building detection systems.* Fire detection and alarm systems installed in buildings open to the public shall be installed in accordance with NFPA 72A, Standards on Local Protective Signaling Systems. See also NFPA 71, Signaling Systems for Central Station Service; NFPA 72B, Auxiliary Protective Signaling Systems; NFPA 72C Remote Station Protective Signaling Systems; or NFPA 72D, Proprietary Protective Signaling Systems, for other suitable types of fire protection signaling systems.
 - f. *Fire extinguishers.* Portable fire extinguishers provided by the park operator shall be of the multipurpose dry chemical type or equal. Such extinguishers shall have a minimum rating of 2A:20B:C and shall be installed in accordance with NFPA 10, Standard for Portable Fire Extinguishers.
 - g. *Use of fire protection equipment.* The RV park and campground operator shall provide instruction for the park staff in the use of the fire protection equipment available and define their specific duties in the event of fire.
 - h. *Evacuation plan.* Each RV park and campground shall have a written evacuation plan approved by the authority having jurisdiction.
 - i. *Fire safety rules and regulations.* Fire safety rules and regulations shall be conspicuously posted by the operator. These regulations shall contain the following information and/or as required by the local fire department:
 - 1. The telephone number of the fire department.
 - 2. The location of the nearest emergency medical facility.
 - 3. The telephone number of the sheriff's office.
 - 4. The telephone number of the RV park or campground owner/manager.
 - 5. The location of the RV park or campground.
 - 6. The location of the nearest public telephone.
- (3) *Water supply standards.* In addition to the Standard Plumbing Code, including Appendix B, as adopted by the board of commissioners and as may be subsequently amended, the following standards shall apply to RV parks and campgrounds:
- a. *Potable water supply and distribution.*
 - 1. The supply or supplies of water shall comply with the requirements of the state department of human resources and the state department of natural resources.
 - 2. An RV park or campground located within 1,000 feet of an existing public water system is required to connect to such public water system.
 - 3. Where the RV park or campground has its own water supply system, the components of the system shall be approved by the authority having jurisdiction.
 - 4. A potable watering station, if provided, for filling RV potable water tanks, shall be located at least 50 feet from a waste disposal station. When such is provided, adjacent to the potable water outlet, there shall be posted a sign of durable material, not less than two

feet by two feet and inscribed thereon in clearly legible letters shall be: "POTABLE WATER. NOT TO BE USED FOR FLUSHING WASTE TANKS." or other similar warning.

5. The potable water system shall be protected from backflow by means of a listed vacuum breaker located downstream from the last shutoff valve.
 - b. *Minimum water supply.* The water supply system shall be designed and constructed in accordance with the following:
 1. A minimum of 25 gallons per day per site for sites without individual water connections.
 2. A minimum of 50 gallons per day per site for sites with individual water connections.
 3. A minimum of 50 gallons per day per site if water flush closets are provided in restrooms.
 - c. *Pressure and volume.* Where water is distributed under pressure, the water supply system shall be designed to provide a minimum flow pressure of 20 psi with a minimum flow of two gallons per minute at any outlet. The maximum pressure at any site shall not exceed 80 psi.
 - d. *Water supplies for fire protection.* Water supplies for fire protection purposes shall meet the requirements of the authority having jurisdiction.
 - e. *Outlets.* Water outlets shall be conveniently located and, when not piped to individual camping unit sites, shall not be located farther than 200 feet from any site. Provisions shall be made to prevent accumulations of standing water or the creation of muddy conditions at each water outlet.
 - f. *Drinking fountains.* If provided, drinking fountains shall be in conformance with the Standard for Drinking Fountains and Self-Contained, Mechanically Refrigerated Drinking Water Coolers, ANSI/ARI 1010-1994.
 - g. *Prohibited connections.* The potable water supply shall not be connected to any nonpotable or unapproved water supply.
 - h. *Potable water connections at individual camping unit sites.* All wells, springs, and similar sources of water intended for potable purposes shall be properly constructed, located and protected to exclude surface contamination and to minimize the potential of contamination from sanitary hazards. Each potable water connection shall consist of a water riser pipe that shall be equipped with a threshold male spigot, one-half inch minimum eight gpm backflow preventor, located at least 12 inches but not more than 24 inches above grade level.
 - i. *Storage tanks.* Water storage tanks shall be constructed of impervious materials, protected against contamination, and provided with locked, watertight covers. Any overflow or ventilation openings shall be down facing and provided with corrosion resistant screening of not less than number 24 mesh to prevent the entrance of insects and vermin. Water storage tanks shall not have direct connections to sewers.
- (4) *Sanitary conveniences.* In addition to the Standard Plumbing Code, including Appendix B, as adopted by the board of commissioners and as may be subsequently amended, and the Rules of the Department of Human Resources Chapter 290-5-26 governing on-site sewage management systems, the following standards shall apply to RV parks and campgrounds. All sanitary conveniences shall be installed in accordance with standards of this article.
- a. *Sewage facilities approval.* Each sewage disposal system shall be approved by the health department. Stormwater sewers shall be separate and apart from any sewers intended for the conveyance of sewage.
 - b. *Pipe materials, sizes and installation.*

1. Piping material and design layout for sewers shall be approved by the authority having jurisdiction. If such material and layout are not provided, the requirements of this article shall apply.
2. The minimum diameters of sewer laterals, branches, and mains serving camping unit sites shall be in accordance with Table 1.
3. When the sewage system is sized in accordance with Table 1, the minimum grade or slope of drainage pipe shall be not less than shown in Table 2.
4. The sewer lines shall be located to prevent damage from vehicular traffic and frost heaving.
5. All sewer line joints and sewer connections shall be watertight.
6. Cleanouts shall be provided at the upper terminal of each sewer main or branch and at intervals not exceeding 50 feet along any straight run or portion thereof.
7. Every change in alignment or grade in excess of 22 degrees shall be served by a cleanout except that a cleanout shall not be required for a single 45-degree bend or a single offset that comprises two 45-degree bends.
8. Manholes may be used in lieu of cleanouts and shall not be spaced more than 400 feet apart.
9. Horizontal-to-horizontal changes in direction shall be made with 45-degree "Y" branches, combination "Y" and 1/8 bend branches, or other approved fittings of equivalent sweep.
10. Materials used must comply with the Standard Plumbing Static Water Test.
11. Each main sewer line must be vented (four feet).
12. Sewer inlets must be four inches and trapped.
13. Service laterals longer than 30 feet must be vented.

TABLE 1

Maximum Number of Camping Unit Sites Serviced	Maximum Pipe Sizes Inches (ID) Nominal
Up to 36	4
71	5
400	6

TABLE 2

Minimum Grade or Slope of Drainage Pipe Slope per 100 Feet

Inches	Inches	Millimeters
4	15	381
5	11	279
6	8	203

- c. *Sewer inlet connections at individual recreational vehicle unit sites.*

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1. All sites designed for RV's to which connection will be provided between the RV water supply system and the RV park or campground water supply system must provide a sewer inlet for connection to the individual RV sewage and gray water drainage system.
 2. When provided, the sewer connections for individual recreational vehicle unit sites shall be located so as to minimize damage by the parking of recreational vehicle or automobiles.
 3. The connection shall consist of a sewer riser extending vertically to grade. The minimum diameter of the sewer riser pipe shall be four inches and it shall be provided with a four-inch inlet or a minimum four-inch female fitting.
 4. The sewer riser pipe shall be firmly embedded in the ground and be protected against damage from heaving or shifting and the entrance of surface water. It shall be provided with a light fitting plug or cap that shall be secured by a durable chain (or equivalent) to prevent loss.
 5. The sewer riser pipe shall not be required to be individually vented, regardless of the use of traps at each inlet.
 6. A drain connector shall be sealed and fit to the camping stand inlet connector.
- d. *RV sanitary disposal stations.*
1. One recreational vehicle sanitary disposal station shall be provided for each 100 recreational vehicle sites, or parts thereof, that are not equipped with individual sewer connections.
 2. Each station, where provided, shall be convenient to access from the service driveway, and shall provide easy ingress and egress for recreational vehicles.
 3. Unless other approved means are used, each station shall have a concrete slab with a center drain inlet located so as to be on the driveway (left) side of the recreational vehicle.
 4. The slab shall be not less than three feet by three at least 3½-inch thick and properly reinforced, the surface of which is troweled to a smooth finish and sloped from each side inward to a sewer inlet.
 5. The sewer inlet shall consist of a four inch self-closing, foot-operated hatch of approved material with a tightfitting cover. The hatch body shall be set in the concrete of the slab with the up of the opening flush with its surface to facilitate the cleansing of the slab with water. The hatch shall be properly connected to a sewer inlet, which shall discharge to an approved sanitary sewage disposal facility constructed in accordance with ANSI A1 19.4 Section 4-8.1, or the International Private Sewage Disposal Code, ANSI ICC IPSDC-2000.
- e. *Holding tank flushing facilities.*
1. Where holding tank flushing facilities are provided by the operator, the following standards shall apply.
 2. Holding tank flushing facilities shall consist of a piped supply of water under pressure, terminating in a valved outlet located and installed to minimize damage by automobiles or recreational vehicles. The flushing device shall consist of a properly supported riser terminating at least two feet above the ground surface with a three-quarter-inch valved outlet to which is attached a flexible hose.
 3. The water supply to the flushing device shall be protected from backflow by means of a listed vacuum breaker located downstream from the last shutoff valve.

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4. Adjacent to the flushing arrangement there shall be posted a sign of durable material, not less than two feet by two feet in size, and inscribed thereon in clearly legible letters shall be: "DANGER — NOT TO BE USED FOR DRINKING OR DOMESTIC PURPOSES" or similar warning.
- f. *Gray water.* Adequate provisions shall be made for the disposal of dish water and other gray water into the park's sewage system or into facilities approved by the health department and planning commission.
 - g. *Sanitary facilities.*
 1. Toilets shall be provided at one or more locations in every RV park and campground in accordance with Appendix B of the Standard Plumbing Code.
 2. Toilet facilities shall have convenience of access and shall be located within 200 feet from any camping units not provided with an individual sewer connection.
 3. Each female toilet room shall be provided with a receptacle for sanitary napkins. The receptacle shall be of durable, nonpervious, and ready to clean material and shall be provided with a lid.
 4. All bathroom facilities shall comply with the Americans with Disabilities Act, specifically O.C.G.A. title 30, chapter 3.
 5. Each toilet shall be in a separate compartment and shall be provided with a latch for privacy and holder or dispenser for toilet paper. Dividing walls or partitions shall be at least five feet high and if separated from the floor, shall be by a space not greater than 12 inches.
 6. Every toilet building shall have a minimum ceiling height of seven feet.
 7. Facilities for males and for females shall be appropriately marked.
 8. Unless artificial light is provided, the total window or skylight area shall be equal to at least ten percent of the floor area.
 9. Unless provided with listed nonclosable ventilation system, every toilet room shall have permanent, nonclosable, screened opening having a total area not less than five percent of the floor area opening directly to the exterior in order to provide proper ventilation.
 10. All openable windows and vents to the outside shall be provided with flyproof screens of not less than number 16 mesh.
 11. All doors to the exterior shall open outward, be self-closing, and shall be visually screened by means of a vestibule or wall to prevent direct view of the interior when the exterior doors are open. Such screening shall not be required on single toilet units.
 12. The interior finish of walls shall be moisture resistant to a height of four feet to facilitate washing and cleaning.
 13. The floors shall be constructed of material impervious to water and shall be easy to clean. Any toilet building having flush toilets shall be provided with a floor drain in the toilet room. This drain shall be provided with means to protect the trap seal as required by this article.
 - h. *Showers.* Showers shall be of the individual type, and each shower area shall be visually screened from view. All shower compartments, regardless of shape, shall have a minimum finished interior of 1,024 square inches (0.66 m²) and shall also be capable of encompassing a 30 inches (762 mm) circle. The minimum required area and dimensions shall be measured at a height equal to the top

of the threshold and at a point tangent to its centerline. The minimum area and dimension shall be maintained to a point 70 inches (1778 mm) above the shower drain outlet with no protrusions other than the fixture valve or valves, shower head, and safety grab bars or rails. Each shower area shall be designed to minimize the flow of water in to the dressing area and shall be properly connected to the sewage system by means of a trapped inlet.

1. If showers are provided, and individual dressing area, visually screened from view, shall also be provided with minimum floor area of 36 inches by 36 inches (0.9 mm by 0.9 mm) per shower, and such dressing areas shall be equipped with a minimum of one clothing hook and stool (or equivalent bench area).
2. The floor of showers and dressing areas shall have an impervious skid-resistant surface.
3. Open showers provided exclusively for the removal of sand, etc., following beach activities need not comply with the provisions of this subsection.

(5) *Refuse disposal standards.*

- a. Each RV park or campground shall be provided with a sanitary method of solid waste collection and disposal. Collection facilities shall be either in the form of bulk containers (dumpsters) of sufficient size and adequately distributed throughout the park to meet the needs of the park residents. Bulk containers shall either be screened or sited so as to remain hidden from the public right-of-way enclosed with a minimum four-foot high chainlink fence, and placed upon a concrete pad, extending at least 18 inches around each container perimeter. If individual containers are utilized, stands must be provided to hold the refuse containers upright. Collection services shall be provided at least once weekly and conveyed to the nearest approved salutory landfill. Refuse areas shall be maintained in a clean, sanitary manner so as not to attract, harbor, or breed insects, rodents or any manner of vermin or pest. Refuse areas shall be located a minimum of 50 feet away from any public right-of-way.
- b. Care shall be taken to maintain the park area free of dry brush, leaves, and weeds which might spread fires between camping units and service or recreation buildings in the RV park or campground.

(6) *Electrical.*

- a. All sites designed for RV's shall provide electrical connections in accordance with the National Electrical Code, as adopted by the board of commissioners.
- b. All service buildings and other facilities shall be built in accordance with the National Electrical Code.
- c. The recreational vehicle park shall be adequately lighted with outdoor lighting facilities located no more than every 150 feet along interior access roads. The first light shall be within 100 feet from the entrance to the recreational vehicle park.

(Ord. of 9-23-1999(3), § 7; Res. No. 21-088, Exh., 6-14-2021)

Sec. 78-88. RV parks and campgrounds operation.

- (a) *Rules/policies.* Any operator of a RV park or campground may establish reasonable rules and regulations for the management of the establishment and its guests and employees and each guest or employee staying or employed in the establishment shall conform to and abide by such rules and regulations so long as the guest shall remain in or at the RV park or campground. Such rules and regulations shall control the liabilities, responsibilities, and obligations of all parties. These rules or regulations established pursuant to this section

shall be printed in a readable form to allow reasonable communications with the guest and shall be available in the office to RVers and campers.

- (b) *Fees.* In each RV park or campground there shall be made available to RVers or campers in the registration area the rates at which each site is rented. This rate sheet shall show the amount charged for occupancy, the amount charged for extra conveniences and people, more complete accommodations, or additional furnishings, and the dates during the year when such charges prevail.
- (c) *Evictions.* The operator of any RV park or campground may remove or cause to be removed from such facility in the manner provided by law, any guest of the RV park or campground who, while on the premises of the establishment, disturbs the peace and comfort of other persons, who cause harm to the physical establishment, fails to follow rules, policies or regulations or who fails to make payment of rent.
- (d) *Registration of RV park or campground guests.* It is the duty of each operator of a RV park or campground to maintain at all times registration receipts, signed by or for guests within the establishment, showing the dates upon which the sites were occupied by such guests and the rates charged for their occupancy. These registration receipts shall be available for inspection by the local jurisdiction during any regular business hours of the facility. The owner shall not be required to retain receipts for the purpose of this article which are more than two years old.

(Ord. of 9-23-1999(3), § 8)

Sec. 78-89. Administration and enforcement.

- (a) *Agency with authority to enforce.* The planning commission, or its designated representative, shall be responsible for compliance with the standards adopted as part of this article.
- (b) *Violations.* In cases where a violation of this article has been found by the planning commission, or its designated representative, he shall notify the owner of the property on which such violation is found by certified mail sent to the address of the owner of the RV park or campground. In the case no valid mailing address can be obtained, or if the certified mail is returned to the planning commission, or its designated representative, the notice of violation may be hand delivered to the person deemed responsible for such violation. The notice of violations shall clearly state the nature of the violation, including specific provisions of this article which have not been complied with, and the date upon which such violation will be remedied. Such date will be determined by the planning commission, or its designated representative, based on the nature and extent of the violation, but in no case shall exceed 30 days from the date the certified mail was received. In cases where the notice of violation is hand delivered, the date upon which such violation will be remedied shall not exceed 30 days from the date of delivery.
- (c) *Issuance of stop work orders.* The planning commission, or its designated representative, is authorized to issue stop work orders in any instance where a violation of this article is found. The procedure for issuance of stop work orders shall be the same as the notification procedure for violations as specified in subsection (b) of this section.
- (d) *Procedure for noncompliance.* In cases where a violation has occurred, and the violator has not remedied the violation within the specified time period, or in cases where stop work orders have not been fully complied with, the sheriff's department, upon written notification from the planning commission, or its designated representative, of such violation or noncompliance, shall issue a citation requiring appearance in the county magistrate court and, upon conviction, shall be punished as provided in section 1-9. This section is adopted pursuant to the provisions of O.C.G.A. § 36-1-20(a), (b), (c) and (d). The citation shall include any and all violations found by the planning commission, or its designated representative.
- (e) *Appeals and variances.*

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- (1) *Decision of the planning commission.* Any party aggrieved by any decision of the planning commission is entitled to a hearing before the board of commissioners within 30 days after receipt by the planning commission of a written notice of appeal.
 - (2) *Judicial appeals.* Any party aggrieved by any decision or order of the building inspector and/or planning commission, after exhausting his administrative remedies, shall have the right to appeal de novo to the superior court of the county.

(Ord. of 9-23-1999(3), § 9)

Cross reference(s)—Administration, ch. 2.

Sec. 78-90. Conflict with other ordinances; effect of partial invalidity.

- (a) In any case where a provision of this article is found to be in conflict with a provision of any other ordinance or code of the county existing on the effective date of the ordinance from which this article is derived, the provision which in the judgment of the board of commissioners establishes the higher standard for the promotion and protection of the health and safety of the people shall be deemed to prevail, and such other ordinances which establishes a lower standard for the promotion and protection of the health and safety of the people are hereby declared to be repealed to the extent that they may be found in conflict with this article.
- (b) If any section, subsection, paragraph, sentence, clause, or phrase of this article shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this article which shall remain in full force and effect. To this end the provisions of this article are hereby declared to be severable.

(Ord. of 9-23-1999(3), § 10)

Sec. 78-91. Amendments.

Any section, subsection, or provision of this article proposed for amending shall be published as provided by law for the publication of ordinances. Before adoption, a public hearing, as described by law, shall be held on such amendment. Any amendment must be duly adopted by the board of commissioners as prescribed by law.

(Ord. of 9-23-1999(3), § 11)

Sec. 50-33. Recreational vehicle parks.

No recreational vehicle parks may be developed or expanded until the site plan has the approval of submitted to the county administrator for evaluation for completeness and compliance with the requirements of this ordinance, which approval shall be given, provided the plans as submitted meet the following requirements they will then be placed on an agenda for a regular scheduled meeting of the Board of Commissioners for approval or denial:

- (1) No such park shall be located except with direct access to a county, state or federal highway and having a minimum of 300 feet of frontage to permit adequate design of entrances and exits. No entrance or exit shall be through a residential district or shall require movement of traffic from the park through a residential district.
- (2) The minimum area for such park shall be ten 25 acres contained on a single tax parcel, and the maximum density of such park shall be seven units per gross acre of area containing sites. Minimum space size is 6,200 square feet.
- (3) Condition of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants. The site shall not be exposed to objectionable smoke, noise, odors or other adverse conditions, no portion subject to unpredictable and/or sudden flooding, subsidence, erosion shall be used for any purpose which would expose persons or property to hazards.
- (4) Spaces in such parks may be used by travel trailers, equivalent facilities constructed in or on automotive vehicles, or tents. ~~or other short-term housing or shelter arrangements or devices.~~
- (5) No recreational vehicle, travel trailer, automotive vehicle, or tent may remain on an individual space for more than 30 consecutive days.
- (6) Management headquarters, showers, coin-operated laundry facilities, and other uses and structures customarily incidental to operation of a recreational vehicle park are permitted as an accessory use provided:
 - a. Such establishments and the parking areas primarily related to their operations shall not occupy more than ten percent of the area of the park.
 - b. Such establishments shall be restricted in their use to occupants of the park and shall present no visible evidence of their commercial character that would attract customers other than occupants of the park.
- (7) No space shall be so located that any part intended for occupancy for sleeping purposes shall be within 50 100 feet of the right-of-way line of any public street or state highway.
- (8) The regulations governing such parks or travel trailer parks, prescribed by the county health department, as well as state and federal regulations, shall be complied with.

(Ord. of 8-27-1996, § 4)

Sec. 50-33. Recreational vehicle parks.

No recreational vehicle parks may be developed or expanded until the site plan has the approval of the county administrator, which approval shall be given, provided the plans as submitted meet the following requirements:

- (1) No such park shall be located except with direct access to a county, state or federal highway and having a minimum of 300 feet of frontage to permit adequate design of entrances and exits. No entrance or exit shall be through a residential district or shall require movement of traffic from the park through a residential district.
- (2) The minimum area for such park shall be ten acres, and the maximum density of such park shall be seven units per gross acre.
- (3) Condition of soil, groundwater level, drainage and topography shall not create hazards to the property or the health or safety of the occupants. The site shall not be exposed to objectionable smoke, noise, odors or other adverse conditions, no portion subject to unpredictable and/or sudden flooding, subsidence, erosion shall be used for any purpose which would expose persons or property to hazards.
- (4) Spaces in such parks may be used by travel trailers, equivalent facilities constructed in or on automotive vehicles, tents, or other short-term housing or shelter arrangements or devices.
- (5) Management headquarters, showers, coin-operated laundry facilities, and other uses and structures customarily incidental to operation of a recreational vehicle park are permitted as an accessory use provided:
 - a. Such establishments and the parking areas primarily related to their operations shall not occupy more than ten percent of the area of the park.
 - b. Such establishments shall be restricted in their use to occupants of the park and shall present no visible evidence of their commercial character that would attract customers other than occupants of the park.
- (6) No space shall be so located that any part intended for occupancy for sleeping purposes shall be within 50 feet of the right-of-way line of any public street or state highway.
- (7) The regulations governing such parks or travel trailer parks, prescribed by the county health department, as well as state and federal regulations, shall be complied with.

(Ord. of 8-27-1996, § 4)

Troup County Board of Commissioners

Definition:

Recreational vehicle park and campground: This use comprises establishments primarily engaged in operating sites to accommodate campers and their equipment, including tents, tent trailers, travel trailers, and RVs (recreational vehicles). These establishments may provide access to facilities, such as washrooms, laundry rooms, recreation halls and playgrounds, stores, and snack bars.

RV parks and campground are only allowed in Highway Commercial zones as a conditional use subject to supplemental standards, which the supplemental standards are as follows:

- (a) Buildings or structures shall be 500 feet from any residence.
- (b) All campers, tents, trailers and vehicles shall be 50 feet from a public road or right-of-way.
- (c) Every vehicle or trailer must be parked at least 20 feet apart from each other.
- (d) The buffer width shall be four times the minimum required with an approved fence, wall or berm.
- (e) Minimum lot size of ten acres.
- (f) Minimum of camping site size of 360 square feet for tents, 720 feet for campers, and 1,200 square feet for recreational vehicles.
- (g) Minimum 300 feet of road frontage is required.
- (h) All outdoor lighting fixtures must be recessed and downcast and shall not produce glare or a nuisance to drivers or the surrounding properties.
- (i) Only passive recreational activities are permitted, such as hiking, bicycling, walking, picnicking, canoeing, fishing and wildlife observation, etc.
- (j) Recreational vehicle parks shall be connected to a public water supply and a public sanitary sewer system or a community water system and on-site sewage management system approved by the county health department.
- (k) All access roads within the development shall be private with a minimum easement width of 40 feet and on a paved asphalt or concrete surface with a minimum pavement width of 20 feet, and lighted with a minimum spacing of 200 feet each between streetlights.
- (l) At least 20 percent of the park must be set aside as open space or for recreation purposes.
- (m) No recreational vehicle or space shall be rented or occupied for a period of more than 30 days.

(n) Management offices, active indoor or passive outdoor recreational facilities, toilets, showers, laundry facilities and other uses and structures customarily incidental to the operation of a recreational vehicle park are permitted as accessory uses, provided use is restricted to the occupants of the park.

(o) A copy of the park management rules and regulations must be submitted to the administrative official for approval prior to a certificate of occupancy. The park operator will be responsible for ensuring that visitors comply with the rules and regulations.

Also keep in mind that you may want to review your Hotel-Motel Tax ordinance to be sure that you have RV Parks and tourist camps as a revenue source.



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 12 C Public Defender FY 25 Budget

At the May 14, 2024, BOC meeting the budget request for the Public Defender was included in the meeting packet (attached) We interpreted the amount requested to be \$119,278.00, this was based on the case counts for each county. When their office was notified that the budget of \$119,278.00 had been approved, they advised that their request was actually \$136,718.00 (\$119,278.00 for personnel cost plus \$17,440.50 for rent, utilities, books, dues, etc.).

The FY 24 budget for this office was \$110,860.50 and the increase if approved will be \$25,858.00.

Circuit Case Counts and Personnel

The Public Defender's Office has 8 attorneys for an average caseload far exceeding the ABA guidelines for providing competent representation. The number of arrests in our circuit continues to rise and make caseloads dangerously high.

To address this growing concern, I have created a position, Legal Case Manager Specialist, to manage caseload distribution. If funded, this full-time position will be filled by an attorney in good standing who will represent our clients. This position will bring caseload numbers closer to compliance with the ABA recommendations. I created this position with a very qualified, experienced person in mind who is willing to accept a \$40,000.00 salary and receive no benefits. Requesting funds for an additional entry-level attorney with a starting salary of \$70,000.00 would potentially cost the counties \$123,510.80 to cover the salary and benefit package. The Legal Case Manager Specialist position provides a solution to excessive caseloads at a savings of nearly \$80,000.00 in county funds.

Each county pays a pro rata share of personnel expenses based on the five-year average of number of cases opened by each county's Clerk of Court. The chart below represents the number of criminal superior court cases, DJJ, and Dependency cases opened during each of the preceding five years.

	<i>Elbert</i>	<i>Franklin</i>	<i>Hart</i>	<i>Madison</i>	<i>Oglethorpe</i>
2019	328	717	546	726	424
2020	319	778	604	546	456
2021	425	776	696	778	356
2022	371	667	641	775	350
2023	393	774	695	559	392
Average	367	742	637	677	396

Average Total Cases Opened Circuit-wide – 2,819

Personnel Expenses \$518,600.00

Elbert County	13%	\$67,418.00
Franklin County	26%	\$134,836.00
Hart County	23%	\$119,278.00
Madison County	24%	\$124,464.00
Oglethorpe County	14%	\$72,604.00

Terrell Partain

From: Kim Higginbotham <kim@gordonlawfirm.com>
Sent: Tuesday, June 18, 2024 5:41 PM
To: Terrell Partain
Subject: Fwd: Northern Circuit Indigent Defense Proposed FY 25 Budget Request

Sent from my iPhone

Kim Higginbotham
The Gordon Law Firm
PO Box 870
Hartwell, Georgia 30643
(706) 376-5418

Begin forwarded message:

From: Amanda Grantham <agrantham@gapublicdefender.org>
Date: June 18, 2024 at 6:13:12 AM EDT
To: Kim Higginbotham <kim@gordonlawfirm.com>, Connor Magill <cmagill@gapublicdefender.org>
Subject: Re: Northern Circuit Indigent Defense Proposed FY 25 Budget Request

Good Morning Kim,

I hope you are doing well. I wanted to touch base with you about the budget for Indigent Defense since the end of the fiscal year is fast approaching. Connor and I will be happy to answer any questions you might have. Thanks,

Amanda

From: Kim Higginbotham <kim@gordonlawfirm.com>
Sent: Wednesday, May 15, 2024 9:12 PM
To: Amanda Grantham <agrantham@gapublicdefender.org>
Subject: Re: Northern Circuit Indigent Defense Proposed FY 25 Budget Request

Amanda that was the number presented in the commissioners packet that I saw last night. I'll get clarification.

Sent from my iPhone

Kim Higginbotham
The Gordon Law Firm
PO Box 870

Hartwell, Georgia 30643
(706) 376-5418

On May 15, 2024, at 9:51 AM, Amanda Grantham
<agrantham@gapublicdefender.org> wrote:

Good Morning,

Thank you for the update on the BOC meeting and your support of the office. For clarification we wanted to ask: Our office asked Hart to fund the office in the total amount of \$136,718.00. The BOC graciously approved \$119,278.00 and is solely our personnel costs. There is an additional request of \$17,440.50 for operating costs (rent, utilities, books, dues, etc).

Will Hart County consider funding our operational expenses too? We're happy to answer any questions you may have. Thanks,

Amanda

Amanda M. Grantham

Chief Public Defender
Northern Judicial Circuit
461 Cook Street, Suite J
Royston, Georgia 30662
(706) 246-9320

From: Kim Higginbotham <kim@gordonlawfirm.com>
Sent: Tuesday, May 14, 2024 6:50 PM
To: Amanda Grantham <agrantham@gapublicdefender.org>
Cc: Michael C. Pruett <MPruett@hallboothsmith.com>; Bill Daughtry <bill@billdaughtrylaw.com>; bubba@bubbasamuels.com <bubba@bubbasamuels.com>; Charles M. Ferguson, Jr. <cferguson@atkinsonferguson.com>; Connor Magill <cmagill@gapublicdefender.org>
Subject: Re: Northern Circuit Indigent Defense Proposed FY 25 Budget Request

At the Board of Commissioners Meeting tonight, Hart County unanimously approved our 23% at \$119,278.00.

Sent from my iPhone

Kim Higginbotham
The Gordon Law Firm
PO Box 870
Hartwell, Georgia 30643
(706) 376-5418



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 12 D City of Royston Annexation of Parcel C08B-121, 485 Hartwell Hwy

Attached is a notification from the City of Royston for an annexation of Parcel ID C08B-121. Street address is 485 Hartwell Hwy., Royston, GA.

Parcel ID C08B 121
Class Code Residential
Taxing District COUNTY
Acres 4.6

It is contiguous with the following City of Royston parcels:

Parcel ID C08B 117
Class Code Residential
Taxing District ROYSTON
Acres 1.54

Parcel ID C08B 118
Class Code Residential
Taxing District ROYSTON
Acres 0.68

Parcel ID C08B 120
Class Code Residential
Taxing District ROYSTON
Acres 2.89

Parcel ID C07D 035
Class Code Residential
Taxing District ROYSTON
Acres 2.48

Parcel ID C07D 036
Class Code Residential
Taxing District ROYSTON
Acres 3.05

Also attached are the Ordinances zoning information from the Royston's Code



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 13 A Request Credit for Experience Road Department

Attached is a request from the Road Superintendent requesting a new hire for the bushhog crew Garrett Smith be given credit for 2 years of experience.

Terrell Partain

From: Shannon Teasley <steasley@hartcountyga.gov>
Sent: Wednesday, June 19, 2024 3:56 PM
To: tpartain@hartcountyga.gov
Subject: Credit for experience Road department

Terrell, I would like to give 2 years credit to Garrett Smith on the bushog crew starting on 6-17-24. Thanks, Shannon Sent from my iPhone

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
HART COUNTY SCHOOL DISTRICT, HART COUNTY AND THE
OFFICE OF THE HART COUNTY SHERIFF**

THIS AGREEMENT, (hereinafter referred to as the "Agreement"), made this 1 day of June, 2024 by and among the **HART COUNTY SCHOOL DISTRICT**, by and through its Board of Education (hereinafter referred to as the "School District"), the **OFFICE OF THE HART COUNTY SHERIFF** (the "Sheriff's Office"), and **HART COUNTY** (hereinafter referred to as "HART County");

W I T N E S S E T H:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Hart County Sheriff (the "Sheriff"), through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Officer Program (the "SRO Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SROs") within the Hart County School District (the "School District"); and

WHEREAS, the School District agrees to implement the SRO Program in certain School District schools; and

WHEREAS, Hart County, the Sheriff's Office and the School District desire to establish the guidelines of the SRO Program and have a mutual understanding of the particular roles of each entity in relation to the SRO Program.

NOW, THEREFORE, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1.

PURPOSE

The School District, Sheriff's Office and Hart County agree that the purpose of the SRO Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: providing classroom instruction on law enforcement matters; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District students on or off of School District grounds; investigating crimes that occur on School District grounds; and generally enforcing the laws of the State of Georgia on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning on the first day class is in regular session at any School in August of one calendar year, ending on the last day that class is in regular session at any School in May or June of the following calendar year, each such period being comprised of no more than one hundred ninety (190) School District business days.

2.

POLICY

It is the policy of the Sheriff's Office to maintain two SROs for the School District (hereinafter referred to from time to time individually as "School" and collectively as "Schools").

3.

CHAIN OF COMMAND

The SRO Program is part of the Sheriff's Office (the "Sheriff's office"), and all SRO Program personnel shall follow the chain of command of the Hart County Sheriff's Office. The Chief Deputy shall serve as the SRO Program Coordinator for the Sheriff's Office, and the Senior SRO, as designated by the SRO Program Coordinator, will act as the day to day immediate supervisor of the SRO Program for the Sheriff's Office.

Each SRO shall be accountable administratively to the schools' principals. All School related activity must be coordinated by each SRO with such principal's office. When an SRO perceives that law enforcement action is required at a School, he/she is to notify the School principal prior to such action being taken, whenever possible. However, in situations requiring

immediate action, i.e. where a person(s) or School property may be in danger of serious harm, the SRO may, without first notifying the School principal, take appropriate law enforcement action to be followed by communication with the principal as soon as reasonably possible thereafter.

The SROs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SROs, will remain employees of the Sheriff's Office with all rights, benefits and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRO will report to the Sheriff's Office and perform duties as assigned by and through the Special Operations Division chain of command. Upon request by the School District, the Sheriff's Office may approve additional School District related duties for SROs (e.g. extracurricular activities, Kindergarten Camp, Orientations, etc.) during periods when the School District is not in Regular Academic Session.

4.

SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

SROs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- a. High School Diploma or General Educational Development (GED) Diploma.
- b. Peace Officer Standards and Training (POST) Certification.
- c. Valid Class I Driver's License and a satisfactory Motor Vehicle Record.
- d. Demonstrated ability to work well with young people and educators.
- e. Ability to prepare and present lesson plans on law enforcement related topics.
- f. Ability to analyze complex problems and situations and to adapt quick, effective, and reasonable courses of action in such situations.
- g. Ability to communicate clearly and effectively, both orally and in writing.
- h. Skill in the care and use of firearms.
- i. Possess necessary education and character.
- j. Knowledge of federal, state and local laws and regulations governing law enforcement, and Sheriff's Office policies and procedures.
- k. Knowledge of the processes and procedures of the criminal justice system and the requirements necessary to effectuate successfully bringing a criminal case to court.
- l. Knowledge of the boundaries and geography of Hart County.

- m. Knowledge of basic first aid and cardiopulmonary resuscitation (CPR) techniques.
- n. Skills in the use of communications equipment, photographic equipment and other equipment typically utilized by law enforcement agencies.
- o. Skills in interpersonal relations.
- p. Skills in operating emergency vehicles/equipment.

5.

DISMISSAL OF SROS

In the event that the principal of a School to which an SRO is assigned believes that the assigned SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO Program Coordinator. Within a reasonable amount of time after receiving such notice from the principal, the SRO Program Coordinator shall advise the Sheriff of the principal's concerns. If the Sheriff so desires, the principal and the Sheriff, or their designees, may meet with the SRO to mediate or resolve any problems they may determine exist. Additionally, the SRO assigned to the School may be immediately re-assigned or terminated to another post by the Sheriff.

6.

SRO DUTIES AND RESPONSIBILITIES

Each SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- a. Provide School District students, faculty, staff and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting.
- b. Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty and staff, and the communities surrounding the Schools.
- c. Provide classroom instruction and act as a resource for information for School District students, faculty and staff concerning law enforcement topics.
- d. Provide for the safety and security of School District students, faculty, staff and visitors.
- e. Participate in at least one (1) parent/teacher organization meeting each Regular Academic Session at each of the SRO's assigned Schools, primarily for the purpose of explaining the SRO Program to parents of School District students.

- f. Make himself/herself available, as time permits, for conferencing with students, parents and faculty members in order to assist them with issues of a law enforcement and crime prevention nature.
- g. Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations.
- h. Assist the Sheriff's Office Criminal Investigations Division in the investigation of crimes that occur on School District grounds. The SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRO.
- i. Enforce the laws of the State of Georgia.
- j. Communicate with School administrators about law enforcement concerns on School District grounds.
- k. Communicate with the appropriate government agency concerning any suspected child abuse, as required under the mandated reporter law, O.C.G.A. §19-7-5.
- l. Be present on School grounds during normal School hours.
- m. As needed, conduct formal interviews of School District students. The SRO shall adhere to Sheriff's Office and School District administrative policies regarding such interviews. Whenever possible, such interviews shall be audio-taped or video-taped.
- n. Assist all local, state and federal law enforcement agencies conducting interviews, arrests or other actions related to the School District. The SRO will follow School District policy concerning such incidents.
- o. Maintain a monthly written incident/activity report. This report will include all investigations, arrests, classroom instruction, interviews, hours worked, and any other important information concerning the SRO's activities during the month. The original report will be sent to the SRO Program Coordinator, with a copy being maintained by the SRO.
- p. Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRO regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.

- q. No SRO will be involved in the School District's disciplinary or truancy processes. The disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRO if he/she believes that an incident involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement response is appropriate. SROs are not to be utilized by the School District for enforcing School District policies or monitoring duties of School District employees. Violations of School District policies observed by the SRO shall be brought to the attention of the appropriate School District administrator.
- r. Attend pre-planning meetings with administration and instruction staff of the SRO's assigned Schools for a complete orientation of the SRO Program. These meetings should be held at least annually prior to the start of each Regular Academic Session. The SRO will attend other School District administration meetings when requested and/or as appropriate.

7.

SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRO the following materials, training, and facilities, which are deemed essential to the performance of the SRO's duties:

- a. An air-conditioned and properly lighted private office at a School, with access granted solely to the SRO (for security purposes), and a telephone line to be used for general business purposes.
- b. A desk with drawers, a chair and a filing cabinet that can be locked and secured.
- c. A personal computer with internet access and password protection capability.
- d. A copy of relevant School District policies and procedures.
- e. School operations training.

The Sheriff's Office will supply the SRO with the usual and customary office supplies and forms required for the performance of the SRO's duties.

8.

REVIEW OF SRO PROGRAM

- a. SRO evaluations will occur in March of each year. A SRO Program Committee will perform all evaluations. The SRO Program Committee will consist of the School District Superintendent (or his designee), a representative of the Hart

County Human Resources Department, two (2) School District principals, and the SRO Program Coordinator. Each SRO will be provided a written evaluation report no later than April 30 of each year.

- b. Evaluations of the SRO Program will occur in June of each year. The SRO Program Committee will review the overall performance of the SRO Program as it relates to the School District and the Sheriff's Office. Recommendations will be made, in the form of a written report by the SRO Program Committee concerning ways to enhance the performance of the SRO Program. The report will detail the evaluations of the SRO Program Committee and its recommendations. A copy of the report will be presented to the School District Superintendent and the Sheriff.
- c. The SRO Program Committee will review all crime data concerning incidents involving the School District. The SRO Program Committee will make recommendations for each individual School based upon the review.

9.

ASSIGNMENT OF PERSONNEL

SROs will be assigned to those Schools designated in Paragraph 2 by way of mutual agreement between the Sheriff and the School District Superintendent. The Sheriff's Office may make SROs available to assist other School District schools located in unincorporated areas of Hart County as reasonably needed by the School District.

10.

COMPENSATION

The School District shall compensate the Sheriff's Office for providing SRO services annually in the amount of \$125,735.00 (\$62,867.50 per SRO) per year beginning on July 1, 2024. The Sheriff's Office shall notify the School District in writing of any annual change in the Annual Compensation by April 15 of each year. The School District shall remit payments to the Sheriff's Office each year for the Annual Compensation as follows: (\$31,433.75) quarterly for the 2024-2025 fiscal year) of the Annual Compensation beginning with first payment on July 1, 2024, then each quarter (October 1, January 1, April 1, July 1). In the event that any payment contemplated by this Paragraph becomes more than 30 days past due, the Sheriff's Office may

thereafter immediately terminate this Agreement by providing written notice of such termination, and the reason therefore, to the School District.

11.

TERM

This Agreement will begin on July 1, 2024 and remain in full force and effect for the remainder of the School District 2024-2025 Regular Academic Session until June 30, 2025, and June 30 of each renewal term thereafter, and will automatically renew on July 1, 2025 and on July 1 of each year thereafter absent any party providing a notice of non-renewal to the other parties at least sixty (60) days prior to June 30 of the then current year. If not earlier terminated as provided for herein, this Agreement shall terminate on July 1, 2025.

12.

INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim action, lawsuit, damage, judgment or liability caused by or contributed to by the negligence or reckless or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligence or reckless or intentional act.

13.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

14.

NOTICES

All notices required herein shall be in writing and delivered to each appropriate party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

To the School District: Hart County School District
P. O. Box 696
284 Campbell Drive
Hartwell Georgia 30643

To Hart County: Hart County Administrator
800 Chandler St.
Hartwell, Georgia 30643

To The Sheriff's Office: Hart County Sheriff's Office
P. O. Box 886
Hartwell, Georgia 30643

15.

GENERAL PROVISIONS OF THIS AGREEMENT

15.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

15.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

15.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

15.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

15.5 This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the School District, the Sheriff’s Office and Hart County and constitutes the full, complete and entire agreement between the parties with respect to the SRO Program; no member, officer, employee, representative or agent of the School District, the Sheriff’s Office or Hart County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by the School District, the Sheriff’s Office and Hart County.

IN WITNESS WHEREOF, the School District, Sheriff’s Office and Hart County, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the Date Hereof.

As to THE SCHOOL DISTRICT, executed in the presence of:

HART COUNTY SCHOOL DISTRICT

Witness

Mrs. Jennifer Carter, Superintendent

As to Hart County, executed in the presence of:

HART COUNTY

Witness

Terrell Partain, County Administrator

As to the Sheriff's Office, executed in
the presence of:

**HART COUNTY SHERIFF'S
OFFICE**

Witness

Mike Cleveland, Sheriff



MEMORANDUM

Terrell Partain,
County Administrator
June 21, 2024

RE: Item 13 C Bushhog purchase Road Department

Shannon is requesting to purchase a 12 foot bushhog through the State of Georgia contract. This is to replace a 10 foot machine that is approximately 8 years old and is worn out. The quote for the requested machine is attached. This is the same make and model of the last 2 we have purchased.



JAMES SHORT TRACTORS & EQUIPMENT, INC.

P.O. BOX 553, 10627 HWY 106
CARNESVILLE, GA 30521
www.jamesshorttractors.com
PHONE (706) 384-4557 - FAX (706) 384-7295



Hart County Board of Commissioners

June 12, 2024

The front weight bracket, six front suitcase weights, and all hardware for the Kubota M5-111 cab tractor is \$1,990.

The Land Pride RC3712 cutter is \$19,335.75 through the state contract.

Please contact Tyler Hill at 706-384-4557 or tyler.hill406@gmail.com with any questions or to place an order.

Thank you for your continued business,

Tyler Hill