Hart County Board of August 12, 2025
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)
   07/22/2025 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
   Hartwell Mainstreet, annual scarecrow event
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
   July Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
    a) Bid Award 25 (2nd) Road Paving
    b) Bid Award Jail Health Services
    c) NEGA Animal Shelter Agreement (updated)
    d) Permission to solicit Bids for Rec Basketball Uniforms
    e) Permission to solicit bids for the FY25 GDOT Safety Grant work that has been approved.
13. NEW BUSINESS
    a) Approval of Command Vehicle purchase (EMA)
    b) Resolution for GDOT Grant application for FY 27
    c) Repair and remodeling of AVITA offices (Opioid Fund)
    d) Credit for experience Sheriff Office
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
16. ADJOURNMENT

Hart County Board of July 22, 2025
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)
   07/08/2025 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
   Shane Hix, Chief Appraiser Report and Approval of Millage for Tax Assessment Notices
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
    a) Amendment to No-Thru Tuck Ordinance to add Little Road to list (3rd and final Reading)
    b) No-Thru Truck Ordinance Discussion
    c) Bid Opening 25(2nd) Road Paving
    d) Bid Opening Jail Health Services
    e) Business License Ordinance – REMOVED
    f) Public Works Director Job Description
13. NEW BUSINESS
    a) Equine Fireworks Ordinance (to comply with HB 614)
    b) End of Old Mt Hebron Rd Situation
    c) Orchard Road Discussion
    d) EMS Day Truc Discussion
    e) Purchase Gator – EMS - ADDED
    f) Purchase Gator – Paynes Creek - ADDED
    g) Credit for Experience – Sheriff Department - ADDED
    h) Credit for Experience – Sheriff Department - ADDED
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
16. ADJOURNMENT

DRAFT

HART COUNTY BOARD OF COMMISSIONERS
July 22, 2025
6:00 P.M.

Hart County Board of Commissioners met July 22, 2025 at the Hart County Administrative and Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown, and Joey Dorsey present at the meeting.

1. PRAYER

Prayer was offered by Chairman Sayer

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed those in attendance via in person, HTC and YouTube.

5. APPROVE AGENDA

Commissioner Bennett moved to approve and amend the agenda to add 13e) EMS Gator Purchase; 13f) Paynes Creek Gator Purchase; 13g) Credit for Experience Sheriff Department; 13h) Credit for Experience Sheriff Department and remove item 12e) Business License Ordinance. Commissioner Teasley provided a second. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)
   7/08/2025 Regular Minutes

Commissioner Teasley moved to approve the 7/08/2025 Regular Meeting minutes. Commissioner Bennett 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

Chief Appraiser Shane Hix reported that the City of Hartwell have opted into HB 581; Tax Assessment notices have been approved and will be mailed out within the next 7 days; included in the assessment notices is an insert explaining that effective 7/1/2025 home owners can now file for homestead exemption during the appeal time; Kris Dickerson and Nicole Norman are working on information for the personal property (cell tower) audit; the Digest has increased 7% - 8% from last year.

Commissioner Brown moved to approve using the prior year's millage rate for the current tax assessment notices. Chairman Sayer provided a second. The motion carried 5-0.

9. COUNTY ADMINISTRATOR'S REPORT

County Administrator, Terrell Partain reported that Lankford Road will be closed in sections tomorrow July 23 and possibly Thursday for bushhogging; that he had spoken the Archway about the UGA videography class possibly evaluating and revising the County website.

Chairman Sayer moved to approve the UGA videography class to evaluate the County's website and present changes to the Board. Commissioner Teasley provided a second. The motion carried 5-0.

10. CHAIRMAN'S REPORT

Chairman Sayer congratulated the Senior League Softball girls who will be playing in the Senior League Softball World Series; thanked Jim Owens, Recreation Director, and staff for the work they have done on the baseball/softball fields; commended Jeremy Haley for his years as serving as the District Administrator for the Little League program, Lisa Cartledge and Bob Frye for their work with the Little League program; expressed appreciation to Brian Fleming for organizing the Ag Update Event.

11. COMMISSIONERS' REPORTS

Commissioner Bennett thanked everyone involved with the Little League program; thanked county employees.

Commissioner Teasley echoed Chairman Sayer and Commissioner Bennett's sentiments to the players and coaches of the Senior League Softball girls team; condolences to the family of Hugh Kirby.

Commissioner Brown echoed congratulations to the Senior League Softball and appreciation to Brian Fleming for the Ag Update Event.

Commissioner Dorsey congratulated the Senior League Softball team and wished them safe travels; echoed condolences to the Hugh Kirby Family; was unable to attend the Ag Update Event due to a conflict, he was attending a joint fire training meeting with Hart and Elbert County fire departments.

12. OLD BUSINESS

a) Amendment to No-Thru Truck Ordinance to add Little Road to list (3rd and final reading)

Commissioner Dorsey moved to accept the 3rd and final reading of the Amendment to No-Thru Truck Ordinance to add Little Road to list. Commissioner Teasley provided a second. The motion carried 5-0.

b) No-Thru Truck Ordinance Discussion
No Action Taken

c) Bid Opening 25 (2nd) Road Paving

Commissioner Dorsey moved to turn the 25 (2nd) Road Paving bids over to County Administrator, Terrell Partain for his recommendation. Commissioner Teasley provided a second. The motion carried 5-0.

d) Bid Opening Jail Health Services

Chairman Sayer moved to include bid received that was not marked on outside package to indicate it was a bid. Commissioner Bennett provided a second. The motion carried 3-2. Commissioner Dorsey and Commissioner Teasley opposed.

Commissioner Brown moved to turn the Jail Health Services bids over to County Administrator, Terrell Partain, for his recommendation. Commissioner Teasley provided a second. The motion carried 5-0.

e) Business License Ordinance – REMOVED

f) Public Works Director Job Description
No Action Taken

13. NEW BUSINESS

a) Equine Fireworks Ordinance (to comply with HB 614)

Chairman Sayer moved to accept the 1st Reading of the Equine Fireworks Ordinance to prohibit the use or ignition of consumer fireworks within 200 yards of facilities housing equines, such as horse stables and farms. Commissioner Bennett provided a second. The motion carried 5-0.

b) End of Old Mount Hebron Rd situation

Commissioner Bennett moved to have a barricade put in place at the end of Old Mount Hebron Road. Commissioner Dorsey provided a second. The motion carried 5-0.

c) Orchard Road Discussion

Chairman Sayer moved to have County Administrator, Terrell Partain check on prices for paving Orchard Road and to request ROW. Commissioner Brown provided a second. The motion carried 5-0.

d) EMS Day Truck Discussion

Chairman Sayer moved to approve the addition of a crew to run a truck from 7 am to 7 pm. Commissioner Bennett provided a second. The motion carried 5-0.

e) EMS Gator Purchase – ADDED

Commissioner Dorsey moved to suspend the purchasing policy and move forward with the purchase of a gator for EMS. Chairman Sayer provided a second. The motion carried 5-0.

f) Paynes Creek Gator Purchase – ADDED

Commissioner Dorsey moved to suspend the purchasing policy and move forward with the purchase of a gator for Paynes Creek. Commissioner Teasley provided a second. The motion carried 5-0.

g) Credit for Experience – Sheriff Department - ADDED

Commissioner Brown moved to approve new hire Mason Anthony, Deputy at the Sheriff Department with 6 years of credit for experience. Commissioner Bennett provided a second. The motion carried 5-0.

h) Credit for Experience – Sheriff Department - ADDED

Commissioner Dorey moved to approve new hire Haley Anthony, Dispatcher at the Sheriff Department, with 2 years of credit for experience. Commissioner Teasley provided a second. The motion carried 5-0.

14. PUBLIC COMMENT
None

15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate

Commissioner Teasley moved to exit the Regular Meeting and go into Executive Session – litigation-personnel-real estate. Commissioner Brown provided a second. The motion carried 5-0. Commissioner Bennett moved to exit Executive Session -litigation-personnel-real estate and open the Regular Meeting. Commissioner Teasley provided a second. The motion carried 5-0.

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

Marshall Sayer, Chairman

Lisa Evans, County Clerk

FY 2025 Budget Financial Dashboard

FY 2024 Budget Financial Dashboar	March	April	May	June	July	YTD	TARGET	GAP to TARGET	% GAP
Revenues	$1,476,366	$1,476,366	$1,476,366	$1,476,366	$1,476,366				
Expenditures	$1,476,366	$1,476,366	$1,476,366	$1,476,366	$1,476,366				
Actual Revenue	$1,057,206	$966,321	$1,030,157	$1,099,206	$956,491	$17,719,160	$13,287,293	$4,431,868	33%
Actual Expenses	$1,431,711	$1,814,575	$1,131,139	$1,806,607	$1,274,765	$14,769,596	$13,287,293	$1,482,304	-11%
Monthly Variance	-$374,505	-$848,254	-$100,982	-$707,401	-$318,274	$2,949,564		$2,949,564	
YTD (Reserve Drawdown)	$4,924,474	$4,076,221	$3,975,239	$3,267,838	$2,949,564				
Real Property (Target $583K)	$107,224	$119,555	$72,168	$29,575	$14,896	$7,051,652	$5,247,000	$1,804,652	
LOST (Target $343K)	$323,778	$360,884	$369,722	$370,870	$369,097	$3,736,942	$3,087,000	$649,942	
EMS Fees (Target $95.8)	$100,441	$145,291	$107,846	$119,076	$85,701	$1,148,737	$862,200	$286,537	
Vehicle Title Fee (Target $141K)	$156,904	$207,166	$209,457	$172,397	$146,124	$1,648,798	$1,269,000	$379,798	

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

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

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 12 A Bid Award 25 (2nd) Road Paving

Attached is the bid tab on the 2nd paving project for priced a per ton

Walters Rd. D4 (CR503) 1.944 miles from Shoal Creek Church Rd. (CR197) to the intersection of Griffin Rd. (CR240)

Junction 77 Rd. D4 (CR507) 2.241 miles from Mount Olivet Rd. to SR77

New Hope Church Rd. D2 (CR282) 1.736 miles from Mount Hebron Rd. (CR395) to Boleman Hill Rd. (CR301)

Boleman Hill rd. (CR301) 2.000 miles from SR51 to Mount Olivet Rd. (CR503)

Dobbs Landing (CR283) 1.642 miles from Mount Olivet Rd. (CR503) to terminus

Crawfords Ferry Rd. D2 (CR306) 2.1 miles from Reed Creek School Rd. (CR301) to Corp of Engineer property line

Sardis Pointe as addon

Road Paving Projects Bid 2023-2024 bid JULY 2025

Company		Level Course/ton	Asphalt Surface Course 12.5mm/ton	Asphalt Grinding& Patching/ton	Roadway Asphalt Widening/ton	Striping/ mile
Stratton and Sons Const. Inc	Canon	$ 109.00	$ 105.00	$ 114.00	$ 106.00	$ 7,450.00
C.W. Matthews Contracting Co Inc	Marietta	$ 119.99	$ 115.76	$ 136.02	N/A	$ 7,450.00
Milford Excavating Inc	Hartwell	$ 124.00	$ 115.00	$ 138.00	$ 187.00	$ 8,195.00
Allied Paving Contractors Inc	Pendergrass	$ 128.00	$ 112.00	$ 148.00	$ 165.00	$ 8,500.00
E.R. Snell Contractor Inc	Snellville	$ 156.00	$ 118.00	$ 158.00	$ 188.00	$ 8,720.00

HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR ROAD PAVING PROJECTS 2025

DATE BIDS DUE: July 17, 2025, at 3:30 PM.

BID FORM
HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER ST., HARTWELL, GA 30643

The (Company) Stratton and Sons Const. INC.
submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving.

NOTE: You must sign and complete the Bid Supplemental Form also. Per GA State Law if bid for work is greater than $100,000 a 5% bid bond must be included with the bid.

PRICES (NOTE quantities may be more or less depending on budget):

Level Course:
Approx tons total per road list $ 109.00 per ton

Asphalt Surface Course 12.5mm:
Approx. tons total per road list $ 105.00 per ton

Asphalt Grinding and patching:
Approx. tons total per road list $ 114.00 per ton

Roadway Asphalt Widening:
Approx. tons total per road list $ 106.00 per ton

Stripping
Per mile total per road list $ 7450.00 per mile

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: None Dated: _____

Addendum No: _____ Dated: _____

OFFICIAL COMPANY ADDRESS 829 Casey Rd Canon GA. 30520

Phone Number & email address 706-246-8950
strattonandsons@gmail.com

SIGNATURE _____

PRINT NAME Jerry Stratton

HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR ROAD PAVING PROJECTS 2025

DATE BIDS DUE: July 17, 2025, at 3:30 PM.

BID FORM
HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER ST., HARTWELL, GA 30643

The (Company) C. W. MATTHEWS CONTRACTING CO., INC.
submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving.

NOTE: You must sign and complete the Bid Supplemental Form also. Per GA State Law if bid for work is greater than $100,000 a 5% bid bond must be included with the bid.

PRICES (NOTE quantities may be more or less depending on budget):

Level Course:
Approx tons total per road list $ 119.99 per ton

Asphalt Surface Course 12.5mm:
Approx. tons total per road list $ 115.76 per ton

Asphalt Grinding and patching:
Approx. tons total per road list $ 136.02 per ton

Roadway Asphalt Widening:
Approx. tons total per road list $ N/A per ton

Stripping
Per mile total per road list $ 7,450 per mile

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

OFFICIAL COMPANY ADDRESS 1600 Kenview Drive, Marietta, Georgia 30060

Phone Number & email address 770-422-7520 Ext. 1254 / mikek@cwmatthews.com

SIGNATURE _____

PRINT NAME Michael Kleuckling

C.W. MATTHEWS CONTRACTING CO. MARIETTA GA SEAL CORPORATE

HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR ROAD PAVING PROJECTS 2025

DATE BIDS DUE: July 17, 2025, at 3:30 PM.

BID FORM
HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER ST., HARTWELL, GA 30643

The (Company) Milford Excavating, Inc.
submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving.

NOTE: You must sign and complete the Bid Supplemental Form also. Per GA State Law if bid for work is greater than $100,000 a 5% bid bond must be included with the bid.

PRICES (NOTE quantities may be more or less depending on budget):

Level Course:
Approx tons total per road list $ 124.00 per ton

Asphalt Surface Course 12.5mm:
Approx. tons total per road list $ 115.00 per ton

Asphalt Grinding and patching:
Approx. tons total per road list $ 138.00 per ton

Roadway Asphalt Widening:
Approx. tons total per road list $ 187.00 per ton

Stripping
Per mile total per road list $ 8,195.00 per mile

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

OFFICIAL COMPANY ADDRESS 186 Nancy Hart School Rd. Hartwell, GA 30643

Phone Number & email address (706) 376-0161 joshmilford@milfordexcavating.com

SIGNATURE _____

PRINT NAME Josh Milford

HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR ROAD PAVING PROJECTS 2025

DATE BIDS DUE: July 17, 2025, at 3:30 PM.

BID FORM
HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER ST., HARTWELL, GA 30643

The (Company) Allied Paving Contractors, Inc.
submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving.

NOTE: You must sign and complete the Bid Supplemental Form also. Per GA State Law if bid for work is greater than $100,000 a 5% bid bond must be included with the bid.

PRICES (NOTE quantities may be more or less depending on budget):

Level Course:
Approx tons total per road list $ 128.00 per ton

Asphalt Surface Course 12.5mm:
Approx. tons total per road list $ 112.00 per ton

Asphalt Grinding and patching:
Approx. tons total per road list $ 148.00 per ton

Roadway Asphalt Widening:
Approx. tons total per road list $ 165.00 per ton

Stripping
Per mile total per road list $ 8,500.00 per mile

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

OFFICIAL COMPANY ADDRESS P. O. Box 509, Pendergrass, GA 30567

Phone Number & email address 706-693-4042 bjones@paveone.com

SIGNATURE

PRINT NAME Bryan Jones

HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR ROAD PAVING PROJECTS 2025

DATE BIDS DUE: July 17, 2025, at 3:30 PM.

BID FORM
HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER ST., HARTWELL, GA 30643

The (Company) E.R. Snell Contractor, Inc.
submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto for Road Paving.

NOTE: You must sign and complete the Bid Supplemental Form also. Per GA State Law if bid for work is greater than $100,000 a 5% bid bond must be included with the bid.

PRICES (NOTE quantities may be more or less depending on budget):

Level Course:
Approx tons total per road list — $ 156.00 (One hundred fifty six dollars) per ton

Asphalt Surface Course 12.5mm:
Approx. tons total per road list — $ 118.00 (One hundred eighteen dollars) per ton

Asphalt Grinding and patching:
Approx. tons total per road list — $ 158.00 (One hundred fifty eight dollars) per ton

Roadway Asphalt Widening:
Approx. tons total per road list — $ 188.00 (One hundred eighty eight dollars) per ton

Stripping
Per mile total per road list — $ 8,720.00 (eight thousand seven hundred twenty dollars) per mile

The following Addenda to the Bidding and Contract Documents are acknowledged:

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

OFFICIAL COMPANY ADDRESS 1785 Oak Rd, Snellville Georgia 30078

Phone Number & email address 770-985-0000 Notices@ersnell.com

SIGNATURE _____

PRINT NAME Tom Clower

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 12 B Bid Award Jail Health Services

Attached is the bid tab on the Jail Health Services bids.

Based on the experiences and satisfaction of surrounding Counties using this service, Sheriff Carroll and I recommend the low-bidder CorrCare out of Athens be awarded the contract, pending the approval of the County Attorney's review of their contract.

RFP INMATE HEALTH CARE - JULY 2025

		Monthly	Yearly
CorrCare	Athens	$ 27,615.00	$ 331,380.00
Southern Health	Chattanooga	$ 28,585.00	$ 343,020.00
TK Health	Oklahoma		$ 457,507.40
			for the 1st yr

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 12 C NEGA Animal Shelter Agreement (updated)

Attached is the update to the original NEGA Shelter Contract from 2010 which we have been operating under. I have never found an actual signed contract. It was noted as approved in the minutes from 2010, but never signed.

Based on the experiences and satisfaction of surrounding Counties using this service, Sheriff Carroll and I recommend the low-bidder CorrCare out of Athens be awarded the contract, pending the approval of the County Attorney's review of their contract.

STATE OF GEORGIA,
COUNTY OF HART

CONTRACT AND AGREEMENT

THIS CONTRACT AND AGREEMENT, entered into as of the signature dates indicated below with an effective date of ~~October 1, 2010~~August 30, 2024, by and between HART COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the members of the BOARD OF COMMISSIONERS OF HART COUNTY, hereinafter sometimes referred to as the "County", as Party of the First Part, and the Northeast Georgia Animal Shelter, Inc., a non-profit corporation organized under the laws of Georgia, acting by and through its duly authorized Board of Directors ("NEGAS BOARD") , as Party of the Second Part, hereinafter sometimes referred to as the "NEGAS" or "Shelter", is as follows:

WITNESSETH:

WHEREAS, the members of the BOARD OF COMMISSIONERS OF HART COUNTY, a political subdivision of the State of Georgia, believe there is a valid and vital need for an animal shelter and the facilities and services that are normally provided by an animal shelter which will serve the needs of the citizens of Hart County; and

WHEREAS, the NEGAS BOARD is responsible for the operation and supervision of the animal shelter for the citizens of Hart County; and

WHEREAS, the members of the BOARD OF COMMISSIONERS OF HART COUNTY believe that it is in the best public interests of the citizens of Hart County for the NEGAS BOARD to continue to provide operation and supervision of the~~an~~ animal shelter ~~for~~serving the citizens of Hart County; and

WHEREAS, the NEGAS BOARD wishes to continue to make available to the citizens of Hart County the services of the animal shelter. ~~to the citizens of Hart County~~.

NOW THEREFORE, it is mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the NEGAS BOARD as follows:

1.

It is expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that the NEGAS BOARD will continue to operate an animal shelter to provide services to ~~for~~ Hart County citizens and Hart County Animal Control to provide temporary shelter for homeless, stray, lost, and unwanted dogs and cats and other domestic animals (animals) brought and surrendered by the citizens of Hart County in accordance with Georgia Department of Agriculture regulations, and that ordinarily no such animal will be refused a scheduled surrender time during the hours set forth in Paragraph 2 below, except as set forth in Paragraph 3.

2.

It is expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the NEGAS BOARD that the NEGAS BOARD will ordinarily operate the animal shelter for public intake of animals from approximately 11:00 A.M. until approximately 4:00 P.M., Tuesday through Saturday every week. The Shelter will be closed on Sunday and Monday for public intake of animals and will be closed for national and state holidays. It is further contemplated that the Shelter may close on an occasional ~~Saturday~~ d for public intake of animals provided that such closing will be approved in advance by a majority of the NEGAS BOARD. It is further contemplated that any closure due to

infectious disease will be approved by majority of the NEGAS BOARD and notification disseminated to jurisdictions.

3.

It is expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and NEGAS BOARD that the NEGAS BOARD will, if deemed necessary, humanely euthanize homeless, stray, lost, and unwanted ~~dogs and~~animals ~~cats~~ that have not been placed or animals that otherwise are deemed to be unsuitable for adoption.

The NEGAS BOARD reserves the right to immediately and humanely euthanize sick, critically injured and vicious animals surrendered by animal control officers or citizens of Hart County.~~and Franklin Counties.~~ The NEGAS BOARD reserves the right to immediately and humanely euthanize unsocialized ~~dogs and cats~~animals that the shelter deems unadoptable, dangerous or otherwise unsuitable for adoption.

4.

It is expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and NEGAS BOARD that the Shelter will ordinarily operate as a lost and found facility for animals brought to the Shelter. If the animal is tagged or microchipped, authorized representatives of the Shelter will attempt to notify the owner of an animal. A citizen of the County can also report the loss of an animal to the authorized representative of the Shelter to help expedite the return of the animal to its rightful owner in the event the lost animal is ~~turned in~~surrendered to the animal shelter that is operated and supervised by the NEGAS BOARD.

5.

It is expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that the NEGAS BOARD will from time to time inform and ~~educate~~ provide education for the citizens of the County community concerning animal welfare; cruelty to animals; overpopulation of pet animals; laws; ordinances, and similar issues regarding animals and diseases that can be transmitted from animals to humans. Such public awareness and education programs that will be made available to appropriate public and/or civic organizations by the NEGAS could include, but not be limited to, the topic previously listed in this Item No. 5 herein, in addition to appropriate information submitted to the news media of Hart County, and other appropriate dissemination of information to citizens and organizations of Hart County.

6.

It is also expressly understood and agreed between members of the BOARD OF COMMISSIONERS OF HART COUNTY and NEGAS BOARD, that the governing authority of Hart County will pay an annual allocation determined by unincorporated Hart County's percentage usage of the NEGAS facility to the NEGAS BOARD for the aforesaid public services to be provided during said year to the citizens of Hart County. The annual budget will include usual and customary operating expenses including, but not limited to, expenses related to animal ~~Treatment~~treatment, vehicle operating and maintenance costs, building operating and maintenance costs, employee salaries and expenses, equipment expenses, shelter supplies, spay and neuter expenses payable to local veterinarians, insurance costs including property, liability, and workman's comp insurance, and the like. For the avoidance of doubt, usual and customary expenses do not include extraordinary expenses such as litigation damage awards. The usage percentage will be calculated based on the average usage over the most current ~~four year~~four-

year period. The averages will be calculated based on a calendar year. The NEGAS budget will be multiplied by the usage percentage to determine the annual allocation amount for Hart County. A quarterly invoice will be submitted by NEGAS to BOARD OF COMMISSIONERS OF HART COUNTY, with payment due upon presentation, and attached thereto will be the quarterly financial data and intake report from NEGAS.

NEGAS agrees that it will timely submit a prospective annual budget to Hart County ~~in June~~in timeframe requested by Hart County of each year to facilitate the County's budgeting process. Both parties understand and agree the the County's appropriations are made on an annual basis and are subject to Georgia law, and nothing in this Agreement shall be construed to require appropriations to be made for more than one year at a time.

7.

It is further expressly understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and NEGAS BOARD that appropriate authorized representatives provide the governing authority of Hart County with a quarterly report that describes services provided to the citizens of Hart County, the number of animals handled by the Shelter, and quarterly financial data. A copy of this report shall be forwarded via mail, electronic delivery, or personally submitted, by an authorized representative of the NEGAS BOARD to the County Administrator for dissemination to BOARD OF COMMISSIONERS OF HART COUNTY ~~.~~

It is further agreed that NEGAS BOARD will open its financial records and otherwise cooperate with the County Auditor whenever reasonably requested to do so by the BOARD OF COMMISSIONERS OF HART COUNTY.

8.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that this agreement shall not be assigned, or transferred in whole or in part by the NEGAS BOARD except with the previous written consent of the members of the BOARD OF COMMISSIONERS OF HART COUNTY.

9.

The parties acknowledge that NEGAS receives funding from Hart and Franklin Counties and the Cities of Hartwell, Royston, Canon, Lavonia, Carnesville, Bowersville, and Franklin Springs, and that NEGAS' first priority is and shall be to provide shelter services to the citizens residing within the funding jurisdictions. If, in the exercise of sound business judgment, it is determined that NEGAS can accommodate this priority and provide shelter services to citizens of surrounding areas, then NEGAS agrees to charge proportionately higher fees to those citizens outside of Hart and Franklin Counties in light of the public funding set forth herein.

10.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that no change or modification to this contract shall be valid unless it shall be in writing and signed by both of the parties hereto.

11.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that this written contract embodies the entire agreement of the parties in relation to the subject-matter,

and that no understandings or agreements, verbal or otherwise, in relation thereto, exist between the parties except as herein expressly set forth.

12.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that time is of the essence of this agreement.

13.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that it is the express intention of the parties hereto that this agreement and all the terms hereof shall be in conformity with the laws of the State of Georgia and this contract shall be governed by the laws of the State of Georgia, both as to interpretation and performance.

14.

It is further mutually understood and agreed between the members of the BOARD OF COMMISSIONERS OF HART COUNTY and the members of the NEGAS BOARD that this agreement shall be executed in duplicate, each of which is to be original evidence to the same. One duplicate original is to be retained by the NEGAS.

15.

This contract and agreement shall be effective for a period of one year from the date of execution. Unless otherwise terminated in accordance with the provisions set forth in Section 16 or Section 17 below, this contract and agreement shall be automatically renewed on the anniversary date each year thereafter for four (4) consecutive renewable terms of one year in addition to the initial year.

16.

The ~~County~~ Either party may terminate this contract and agreement upon providing the ~~NEGAS BOARD~~other party with written notice of such termination at least sixty (60) days prior to the anniversary date of the contract and agreement.

17.

Notwithstanding anything set forth above, in the event either the County or NEGAS is in breach of any of the material provisions of this contract and agreement, the non-breaching party may terminate the contract at any time with thirty (30) days written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

This, the _____day of _____, ~~2010~~2024, to be effective on October 1, ~~2010~~2024.

BOARD OF COMMISSIONERS OF HART COUNTY
A Political Subdivision of the State of Georgia

By: _____(SEAL)
CHAIRMAN

Attest: _____ (SEAL)
COUNTY CLERK

_____
Witness

_____
Notary Public

This, the _____day of _____, ~~2010~~2024

NORTHEAST GEORGIA ANIMAL SHELTER, INC.

By: _____(Seal)
Chairman

_____(Seal)
Secretary

_____
Witness

_____
Notary Public

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 12 D Permission to solicit Bids for Rec Basketball Uniforms

The recreation Director is requesting to solicit bids for the fall Basketball uniforms.

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 12 E Permission to solicit bids for the FY25 GDOT Safety Grant work that has been approved. Thes roads were prioritized by GDOT Crash statics and could only be applied for improvements under this grant.

The attached roads and safety improvements have been approved by GDOT for 70% funding. The work must be under a separate bid.

The roads and work approved are attached.

FY 2025 SAP LMIG PROJECT REPORT

COUNTY / C

Road Name	Beginning	Ending	Length (Miles)	Description of Work
Mount Olivet Rd. (CR503)	SR 51	Bowman Hill RD. (CR301)	5.52	Striping Double Yellow Center, White fog line Stop Bars and Rumble Strips SR 51 end, Sol Flashing Stop sign at SR 51 Intersection
Hodges Mill Rd. (CR53)	SR 77	Hickory Crossing Rd. (CR509)	2.669	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strip both ends,
Liberty Hill Church Rd. (CR511)	SR 8	SR 77	4.560	striping Double Yellow Center, White fog lines, St Bars and Rumble Strips each intersection and en Solar Flashing Stop signs at liberty Hill Rd. intersection
Liberty Hill Rd.(CR20)	SR77	Terminus State of Georgia WMA	4.560	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strip SR 77 end,
Airline Goldmine Rd (CR508)	SR 51	SR 8	4.715	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strips each en Solar Flashing Stop sign at SR 8 Intersecti
Lankford Rd. (CR178)	SR 51	Franklin Co. Line	4.194	Striping Double Yellow Center, White fog lines, Stop Ba and Rumble Strips at SR51, ridgeview Rd. intersection, Solar Flashing Stop signs at Adams Town intersection (Adams Town) and Lankford at Ridgeview Rd.
Old Elbert Rd. (CR122)	SR 17 bypass	SR 17	4.519	Striping Double Yellow Center Rumble Strips both ends
Parkdale Dr. (CR381)	SR 8	Hartwell City Limits	1.346	Striping Double Yellow Center, Rumble Str SR 8 end. Add Rumble Strips to Elizabeth approaching intersection with Parkdale
Bethany Bowersville Rd. (CR73)	SR 8	Bowersville Town limits	6.364	Striping Double Yellow Center, White fog lines, S Bars and Rumble Strips at SR8, Airline Goldmine Rd. intersection, Solar Flashing Stop signs at Airl Goldmine Rd. intersection.
Goldmine Holly Springs Rd. (CR508)	SR 8	Elbert County Line	4.524	Striping Double Yellow Center, White fog lines, S Bars and Rumble Strips at SR8, adding rumble s to Bakers Bridge Rd. and Vanna Rd, that intersec with it.

FY 2025 SAP LMIG PROJECT REPORT

COUNTY / C

Road Name	Beginning	Ending	Length (Miles)	Description of Work
Elizabeth Rd. (CR33)	SR 8	Liberty Hill Church Rd. (CR511)	0.910	Striping Double Yellow Center, Rumble Strips both ends
B. Bailey Rd. (CR287)	Mt. Hebron Rd. (CR395)	Mt. Olivet Rd. (CR503)	2.4	Striping Double Yellow Center, Rumble Strips both ends
Clay Brown Rd. (CR510)	SR 8	SR 172	3.077	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strips each end
Eagle Grove School Rd (CR 505)	SR 8	SR 172	4.182	Striping Double Yellow Center, White fo lines, Stop Bars and Rumble Strips eac end. Flashing stop sign SR 172 end
New Prospect Rd. (CR317)	SR 51	Reed Creek School Rd. (CR301)	3.452	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strips each end.
Redwine Church Rd. (CR148)	SR 8	Bethany Bowersville Rd. (CR73)	5.264	Striping Double Yellow Center, White fog lines, Stop Bars and Rumble Strips at Airlin Goldmine intersection and each end.
Hickory Crossing Rd. CR(509)	SR 172	SR 77	2.528	Striping Double Yellow Center, White fo lines, Stop Bars and Rumble Strips at each end. Flashing stop sign SR 172 en

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 13 A Approval of Command Vehicle purchase (EMA)

This vehicle became available this past week from the State of Alabama Search and Rescue. After they purchased a new one to replace it. We need a mobile Command vehicle for unified command situations. This vehicle will serve that purpose very well. The cost is $45,000.00 and replace 3 existing vehicles we are using now for EMA services. Funds are available from contingencies

825
COMMAND

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 13 B Resolution for GDOT Grant application for FY 27

Attached is a yearly resolution we do each year to authorize us to apply for the GDOT Transit Grant and authorize the Administrator to sign.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5311.

WHEREAS, the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized (rural) areas for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY Hart County Board of Commissioners hereinafter referred to as the "Applicant",

1. That the Designated Official Terrell Partain, hereinafter referred to as the "Official, is authorized to execute and file an application on behalf of Hart County Board of Commissioners with the Georgia Department of Transportation, to aid in the purchase of bus transit vehicles and/or the planning, development, and construction of bus transit-related facilities pursuant to Section 5311 of the Federal Transit Act.

2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 9040.1G, FTA Certifications and Assurances for Federal Assistance 2024 as listed

in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this 12th day of August, 2025.

Signature of Authorized Official

Marshall E. Sayer, Chairman
Name and Title of Authorized Official

Signed, sealed, and delivered this 12th day of August, 2025 in the presence of

Witness

Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting County Clerk of Hart County Board of Commissioners

(Title of Certifying/Attesting Official) *(Applicant's Legal Name)* certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on August 12th, 2025.

Lisa Evans
Name of Certifying/Attesting Officer

County Clerk
Title of Certifying/Attesting Officer

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 13 C Repair and remodeling of AVITA offices (Opioid Fund)

AVITA has requested to have their building gone through walls patched and painted and other repairs made. This is our mental health resource within the County. I am requesting the use of the Opioid Funds to cover this work. We will seek prices from at least 2 companies to perform the work and go with the lowest priced and qualified company to perform the work.

MEMORANDUM

Terrell Partain,
County Administrator
August 8, 2025

RE: Item 13 D Credit for experience Sheriff Office

Sheriff Carroll is requesting 6 years of credit be given to a newly hired deputy , Nicholas Gabriel. His actual hire date was 2/6/25, his request is to make retroactive to this date.