



Hart County Board of Commissioners  
Tuesday January 14, 2025  
6:00 p.m.

Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER  
Election of Officers for 2025
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)  
12/10/2024 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT  
December Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
  - a) Request to Purchase Excavator Road Department
  - b) Board and Authority Advertising for 2025
  - c) Setting Preliminary Construction Budget Transfer Station Building
  - d) Precision Planning Inc. Agreement for Construction Documents Production Transfer Building
  - e) County Juvenile Prosecutor Contract 2025
  - f) Solar Moratorium Extension
  - g) Transfer Station Hours of Operation and Scale Closing Policy
13. NEW BUSINESS
  - a) Office of Highway Safety Grants Acceptance (Sheriff Carroll)
  - b) Opioid Fund Funding Request AVITA
  - c) House Bill 581 Actions
  - d) Clerk of Court Request for Additional Part-time Position (Juvenile Court)
  - e) Letter to GDOT Requesting Parallel Temporary Bypass Bridge while replacement of Hwy 51 Bridge over Lightwood Log Creek (Trussel Bridge) Construction takes place
  - f) Fire Department Request to Purchase Used Fire Engine and Tanker
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel
16. ADJOURNMENT

Hart County Board of Commissioners  
December 10, 2024  
6:00 p.m.

Hart County Board of Commissioners met December 10, 2024 at the 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

Prayer was offered by Commissioner Dorsey.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance to the U.S. Flag.

3. Call to Order

Chairman Sayer called the meeting to order.

4. Welcome

Chairman Sayer welcomed those in attendance either in person, HTC, or the BOC YouTube channel.

Chairman Sayer and the BOC members recognized County Clerk Lawana Kahn for her long-term commitment to Hart County and presented her a plaque upon her retirement.

Chairman Sayer and the BOC members recognized Sheriff Mike Cleveland & Tommy Whitmire for their years of service and presented them with a plaque upon their retirement.

Chairman Sayer and the BOC members recognized former IBA Director Dwayne Dye for his years of service and presented him with a plaque upon his retirement.

5. Approve Agenda

Commissioner Teasley moved to amend and approve the agenda to include Real Estate in Executive Session. Commissioner Brown provided a second to the motion. The motion carried 5-0.

6. Approve Minutes of Previous Meeting(s)

- 11/26/2024 Regular Meeting

Commissioner Teasley moved to approve the November 26, 2024 meeting minutes as presented. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

7. Remarks By Invited Guests, Committees, Authorities

Bill Leard, Chairman IBA Board, Terri Partain, IBA Director

Bill Leard, Chairman IBA Board commended Dwayne Dye for his accomplishments during his tenure recruiting industries to Hart County. He introduced Terri Partain, IBA Director and turned the floor over to her to speak.



IBA Director Partain presented an update on workforce development; potential projects and goal to focus on industry retention.

8. Reports By Constitutional Officers & Department Heads

Attorney Higginbotham announced that the incoming Judge Nesmith is unable to recruit a court reporter due to medical insurance coverage available. She is currently working with the remaining counties in the Northern Judicial Circuit to consider funding a stipend to Court Reporter to recruit someone. A consensus of the Board of Commissioners is to offer a cap of \$400 a month to purchase medical insurance coverage.

9. County Administrator's Report  
November Financial Report

County Administrator Terrell Partain presented the General Fund Financial Report for the month of November.

10. Chairman's Report

Chairman Sayer reported the county does not have an agreement with the City of Canon as reported in the newspaper.

Chairman Sayer announced a retirement party will be held for Sheriff Cleveland & Chief Deputy Whitmire at Sardis Family Life Center December 14, 2024 from noon to 2:00 p.m.; thanked everyone involved with the Christmas Parade and Mike Floyd for pulling the float for the BOC members; wished everyone a Merry Christmas & Happy New Year.

11. Commissioners' Reports

Commissioner Bennett thanked everyone involved with the Christmas Parade; Mike Floyd; county employees; wished everyone Merry Christmas/Happy New Year.

Commissioner Brown wished everyone a Merry Christmas/Happy New Year, thanked Lawana Kahn, Tommy Whitmire, Sheriff Cleveland, and Dwayne Dye for their years of service to the county.

Commissioner Dorsey thanked Mike Floyd, wished everyone Merry Christmas/Happy New Year; offered condolences to Dave Stafford's family; and reminded the BOC members the Fire Fighter's Dinner is December 14.

12. Old Business

a) Cancellation of 2<sup>nd</sup> BOC December (12/24/2024) Meeting

Commissioner Dorsey moved to cancel the December 24, 2024 BOC meeting. Commissioner Teasley provided a second to the motion. The motion was 5-0.

b) Transfer Station Christmas Holiday Hours

Commissioner Dorsey moved to approve the holiday schedule for the Transfer Station closing at noon December 23-25 and advertise on the local radio station the closure. Commissioner Brown provided a second to the motion. The motion was 5-0.

c) Bid Opening Tennis/Pickleball Lighting

Commissioner Dorsey moved to extend the bid thirty days due to receiving one bid. Commissioner Brown provided a second to the motion. The motion was 5-0.



13. New Business

- a) IBA Request for SPLOST Funds for Lavonia Sewer Project (Gateway Ind. Parks)

Commissioner Dorsey moved to approve additional SPLOST funds of \$400,000.00 for the sewer project for Gateway Industrial Parks. Chairman Sayer provided a second to the motion. The motion was 5-0.

- b) Board Appointments Tax Assessors Board (1)

Commissioner Dorsey moved to re-appoint Kayla Segars to serve on the Tax Assessor Board. Commissioner Brown provided a second to the motion. The motion carried 5-0 (term expires 12/31/2027).

- c) Board Appointment Chestatee-Chattahoochee RC&D (1)

Commissioner Brown moved to re-appoint Bill Chafin to serve on the Chestatee-Chattahoochee RC&D Board. Commissioner Teasley provided a second to the motion. The motion carried 5-0 (term expires 12/31/2025).

- d) Board Appointments Joint Development Authority (2)

Commissioner Dorsey moved to re-appoint Bill Leard and Jessica Seawright to serve on the Joint Development Authority. Commissioner Brown provided a second to the motion. The motion carried 5-0 (term expires 12/31/2028).

- e) Board Appointment Board of Health

Commissioner Dorsey moved to re-appoint Dr. Anthony Lau to serve on the Board of Health. Commissioner Brown provided a second to the motion. The motion was 5-0.

- f) Beer and Wine License Class A: (Restaurants/Private Clubs on premises) Renewal for James R McCurley DBA, Hartwell Golf Club Inc; Charles A Findley DBA El Parian Mexican Parilla & Bar LLC; John Thomas Eagan DBA Hartwell VFW Post 8076 Inc.; John Robinson/DGA TT Hartwell LC d/b/a, Tilly's Tiki Bar & Grill; New Gem 5 Hospitality LLC DBA The Beacon Bed and Breakfast

Commissioner Dorsey moved to approve the renewals as listed above and the new application for Gem 5 Hospitality LLC for 2025. Commissioner Bennett provided a second to the motion. The motion was 5-0.

- g) Beer and Wine License Class B: (Convenience Stores off premises) Renewal for Subrin Mostofa/DBA 29 Royal Food, Talat Solaiman/DBA Royal Food Mart #8742, Khurram Balagam/DBA Vanna Country Store, Jarnail Sigh/DBA 17 Liberty Hill Church Road Chevron, Raheel Nicholas Lakhani/DBA Mini Mart, Malik Babwani/DBA Diamond Jubilee Royal Food & Tobacco, Hirenkumar Patel/DBA Rose Mart Inc., Zanir Keshawani/DBA SNS National LLC Sip N Smoke

Commissioner Bennett moved to approve the renewals as listed above for 2025. Commissioner Teasley provided a second to the motion. The motion was 5-0.

- h) Distilled Spirits License: (Restaurants) renewal for Charles A Findley – El Parian Mexican Parilla & Bar LLC, John Robinson/DBA TT Hartwell LLC d/b/a Tilly's Tiki

Commissioner Brown moved to approve the renewals as listed above for 2025. Commissioner Bennett provided a second to the motion. The motion was 5-0.

i) Credit for experience Tax Assessors Office

Commissioner Brown moved to grant 10 years of credit for experience for re-hire Brad Goss. Commissioner Bennett provided a second to the motion. The motion was 5-0.

j) Request to Lease/Purchase Excavator Road Department

No action was taken.

14. Public Comment

None

15. Executive Session – Litigation-Personnel-Real Estate

Commissioner Dorsey moved to enter Executive Session to discuss litigation, personnel, and real estate matters. Commissioner Teasley provided a second to the motion. The motion was 5-0.

Commissioner Dorsey moved to exit Executive Session and reconvened the regular meeting session. Commissioner Teasley provided a second to the motion. The motion was 5-0.

Commissioner Dorsey moved to approve the Sheriff's Department pay grade as amended. Commissioner Teasley provided a second to the motion. The motion was 5-0.

16. Adjournment

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

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Marshall Sayer, Chairman

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Lawana Kahn, County Clerk

# FY 2025 Budget Financial Dashboard

FY 2024 Budget Financial Dashboard	October	November	December	YTD	TARGET	GAP to TARGET	% GAP to TARGET
Revenues	\$1,476,366	\$1,476,366	\$1,476,366				
Expenditures	\$1,476,366	\$1,476,366	\$1,476,366				
Actual Revenue	\$899,828	\$840,298	\$2,864,328	\$4,604,454	\$4,429,098	\$175,356	4%
Actual Expenses	\$1,690,600	\$1,199,310	\$1,342,146	\$4,232,056	\$4,429,098	-\$197,042	-4%
Monthly Variance	-\$790,772	-\$359,012	\$1,522,182	\$372,398		\$372,398	
YTD (Reserve Drawdown)	-\$790,772	-\$1,149,784	\$372,398				
Real Property (Target \$583K)	\$8,998	\$5,076	\$1,399,322	\$1,413,395	\$1,749,000	-\$335,605	
LOST (Target \$343K)	\$331,150	\$379,537	\$479,276	\$1,189,963	\$1,029,000	\$160,963	
EMS Fees (Target \$95.8)	\$158,958	\$105,245	\$115,170	\$379,373	\$287,400	\$91,973	
Vehicle Title Fee (Target \$141K)	\$147,790	\$151,124	\$136,325	\$435,239	\$423,000	\$12,239	

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  
January 11, 2025

RE: Item 12 A Request to Lease / Purchase Excavator Road Department

Shannon is requesting that we continue the rental / lease of one of the mini excavators we rented to speed up the tree and debris removal from the storm. The machine is a little larger than the Bobcat with an open cab we purchased a couple of years ago. This one is a CAT 305 CS, I will attach the quote. It is a state contract priced, and Yancey has agreed to apply the rental / lease payment amount we have paid to the purchase price to buy now. This machine has an enclosed cab which is needed for emergency work in inclement weather and is recommended by our insurance carrier for all equipment. The purchase price is \$89,223.00 less the \$2,913.00 we have paid in rental for storm cleanup for a purchase price of \$83,310.00. would be paid with current budgeted SPLOST V for equipment.

At the December 10, meeting we were instructed to check and verify warranty. The warranty is the same as a new factory warranty. Time begins at sale, hours at 0 when we took delivery on lease.



Dec 05, 2024

**HART CO. BOARD OF COMMISSIONERS**

800 CHANDLER ST  
HARTWELL  
Georgia  
30643-1117

Attention: Terrell Partain

**RE: Quote 271901-01**

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 305 CS Hydraulic Excavators

**STOCK NUMBER:** EM2241331      **SERIAL NUMBER:** 05G506749      **YEAR:** 2024      **SMU:** 82

**MACHINE SPECIFICATIONS**

- 305
- MIRROR, CAB, RIGHT
- BELT, SEAT, 3" RETRACTABLE
- WATER JACKET HEATER, 120V
- CAT KEY, WITH PASSCODE OPTION
- BOOM, SWING
- LINES, BOOM
- TRACK, 16", RUBBER BELT
- CAB, WITH HEAT AND A/C
- COUNTERWEIGHT, STANDARD
- ALARM, TRAVEL
- LIGHTS, LED
- LIGHTS, LED, REAR
- MONITOR NEXT GEN, CAMERA READY
- CAMERA, REAR VIEW
- LINES, STICK
- LINKAGE BUCKET W/LIFTING EYE
- CONTROL, QC, 3 LINE
- LINES, QC, LNG STK, 3 LINE
- STICK, LONG, WITH 1ST AUX



BLADE, STD, BOCE  
INTEGRATED RADIO V2  
PRODUCT LINK, CELLULAR PL243  
THUMB, HYD + COUPLER, PG, MAN, 5T  
BUCKET-HD, 24", 4.6 FT3, 5T

**STANDARD EQUIPMENT**

**POWERTRAIN** -Cat C1.7T diesel engine --U.S. EPA tier 4 final --EU stage V --ISO 9249/EEC 80/1270 --Rated net power 34.1kW --2,400 rpm - ISO 9249/EEC 80/1269 --Electronic engine, turbo, DOC (diesel -oxidation catalyst) -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel

**OPERATOR ENVIRONMENT** -Integrated lower front window -Ergonomic joystick control levers -Adjustable wrist rests -Pattern changer -Color LCD monitor -Rear window emergency exit -Radio - bluetooth, USB, aux, mic -12V power socket

**POWERTRAIN** -Fuel and water separator with indicator -Radial seal, double element air filter -with restrictions indicator -

**HYDRAULICS** -Smart tech electronic pump -Variable displacement piston pump -Load sensing & flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified

**ELECTRICAL** -12 volt electrical system -85 ampere alternator -650 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signalling/warning horn -Work lights --Cab, boom left --Courtesy safety light

**OPERATOR ENVIRONMENT** -Sealed and pressurized unitized cab -Operator sound pressure 72 dB(A) ISO6396 --Fuel level, coolant temperature and -

**OTHER STANDARD EQUIPMENT** -Beacon socket -Ecology drain - engine oil -Side by side engine & hydraulic -oil cooler -Stick steer mode -Cruise control mode -Power on demand -Rear reflectors -Roll-over protective structure (ROPS) -(ISO 12117-2) -Product Link PL243 (regulations apply) -Auxiliary hydraulic lines --1-way and 2-way (combined function) --Auxiliary line quick disconnects --Adjustable auxiliary flow --Continuous flow --Adjustable auxiliary relief -Thumb ready stick

**OPERATOR ENVIRONMENT** -warning indicator --Maintenance and machine monitoring --Performance & machine adjustments --Numeric security code --Multiple languages --Hour meter --Jog dial control interface -Coat hook -Cup holder -Hydraulic lockout controls -Literature holder -Molded footrests -Removable washable floormat -Retractable fluorescent "high -visibility" seat belt -Travel control pedals with hand levers -Utility space for mobile phone -skylight -mounting bosses for top & front guards -

**FLUIDS** -Extended life coolant - 37C -Hydro advanced hydraulic oil

**OTHER STANDARD EQUIPMENT** -Cat key with passcode option -Locks on external enclosure doors -Lockable fuel cap -

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SELL PRICE	89,223
	Page 2 of 3

RENTAL CREDITS	(2,913)
<b>NET BALANCE DUE</b>	<b>86,310</b>
<b>TOTAL QUOTE PRICE</b>	<b>86,310</b>

**WARRANTY COVERAGE**

Type	Start Date	Expire Date	Description	Claim Class Group	Monthly	Serv	H/M Ind
CCES	Oct 15, 2024	Oct 14, 2026	24/2000 STANDARD	NEW	24	2000	H
EMIS	Oct 15, 2024	Oct 14, 2029	EMISSIONS 60M/3000H		60	3000	H

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Cleve Gambrell  
Machine Sales Representative



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 B Board and Authority Advertising for 2025

As we normally do requesting permission to send out advertisements for all Boards applications for any terms that expires this calendar year.





## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 C Setting Preliminary Construction Budget Transfer Station Building

We have completed the design of the second trash collection building at the Transfer Station. Based on the construction estimates I sent to each of you a couple of weeks ago we are at the point of setting a preliminary budget for producing the bid documents and construction. The estimated construction cost budget is 2.2 million, this would be funded from the General Fund Reserves.



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 D Precision Planning Inc. Agreement for Construction Documents  
Production Transfer Building

Attached is an agreement with Precision Planning for the design portion of the Transfer Building. This was authorized by the Board in the spring of last year. The next step in the process is to have detailed drawings, material specifications, and bid documents produced. Their fee for this phase is \$100,480.00. This cost is included in the budget numbers of the previous item.



May 31, 2024

Mr. Terrell Partain, County Administrator  
Hart County Board of Commissioners  
800 Chandler Street  
Hartwell, GA 30643

Re: Hart County Solid Waste Transfer Station  
Proposal for Professional Design Services

Dear Mr. Partain,

Precision Planning, Inc. (*PPI*) appreciates the opportunity to submit this professional design services proposal to Hart County (*Client*). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

#### PROJECT UNDERSTANDING

PPI understands that the Client plans to develop a new solid waste transfer station building adjacent to the existing building. The building is expected to be approximately 100' x 80'. The Client is requesting a design services proposal for schematic design, construction documents, permitting, procurement assistance, and contract administration services as outlined below.

#### PROJECT SCOPE OF SERVICES

- I. Schematic Design
  - A. Kick-off meeting with Client to review goals and objectives
  - B. Development of Schematic Site Plan and Schematic Floor Plan for review and approval
  - C. Preparation of preliminary Opinion of Probable Cost to determine budget feasibility
- II. Construction Documents
  - A. Preparation of Construction Documents suitable for permitting and construction of the project, including Architecture, Civil Engineering, Structural Engineering, and Electrical Engineering
  - B. Submittal of 75% Construction Documents for Client review and comment
  - C. Preparation of 100% Construction Documents for permitting and procurement
- III. Permitting and Procurement
  - A. Assistance with permitting of the project, including submittal of documents for review, revisions as requested by governing agencies, and a final walk-through to obtain required approvals
  - B. Assistance with procurement of the project, including issuing the documents for public bid, answering bidder questions, checking bidder references, and making a recommendation of award of contract
- IV. Contract Administration
  - A. General coordination during construction, including directives and clarifications as may be required, and attendance at a monthly Owner/Architect/Contractor (OAC) meeting for an 8 month construction duration (Up to 8 OAC meetings to be scheduled to coincide with site visits)
  - B. Review of the Contractor's submittals and shop drawings (up to two reviews of each is included)
  - C. Visits to the site on a twice monthly basis for an 8 month construction duration to review that construction is progressing in general conformance with the contract documents, including preparation of photographic field reports (up to sixteen [16] total site visits included)
  - D. Review and certification of the Contractor's applications for payment



- E. Substantial completion walk-through, issuance of a certificate of substantial completion, and development of an architectural punch list (up to 2 punch list visits are included)
- F. Assistance with compilation of the required closeout documents and warranties
- G. Final walk-through to confirm completion of punch list items and recommendation of final payment

**PROJECT ADDITIONAL SERVICES**

The following additional services may be provided according to the attached Schedule of Standard Hourly Rates:

- 1. Additional meetings and site visits required or requested by the Client not listed above
- 2. Design changes or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
- 3. Land surveying and utility locate
- 4. LEED project administration

**PROJECT EXCLUSIONS**

PPI is not responsible for any testing services including, but not limited to, soil testing, geotechnical testing and exploration, tests for hazardous materials, or any other environmental tests relating to existing conditions.

**PROJECT COMPENSATION**

PPI proposes this scope on an hourly basis according to the following Not to Exceed (N.T.E.) Fees:

I. Schematic Design:	\$17,360.00	
II. Construction Documents:	\$100,480.00	_____
III. Permitting and Procurement:	\$15,240.00	_____
IV. Contract Administration:	\$52,200.00	_____
Total Fees Not to Exceed N.T.E.:	\$185,280.00	(plus reimbursable expenses)

Reimbursable expenses shall be in addition to these N.T.E. fees (refer to Item H in the attached Standard General Conditions). Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned by e-mail. Precision Planning looks forward to serving Hart County!

Sincerely,



Elizabeth A. Hudson, RA  
Executive Vice President, LEED® AP BD+C

LH/kb

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Attachments: Schedule of Standard Hourly Rates; Standard General Conditions

Authorization given this 4<sup>th</sup> day of

June, 2024

By: 

Title: Co Administrator

2024 SCHEDULE OF ARCHITECTURAL HOURLY RATES

Principal in Charge .....	\$185.00/Hour
Senior Project Architect .....	\$150.00/Hour
Project Architect .....	\$125.00/Hour
Senior Project Manager .....	\$150.00/Hour
Project Manager .....	\$125.00/Hour
Senior Job Captain .....	\$115.00/Hour
Job Captain.....	\$100.00/Hour
Intern Architect.....	\$90.00/Hour
CADD Technician.....	\$80.00/Hour
CADD Designer.....	\$60.00/Hour
Interior Designer .....	\$90.00/Hour
Senior Civil Engineer .....	\$150.00/Hour
Civil Engineer .....	\$125.00/Hour
Senior Landscape Architect .....	\$150.00/Hour
Landscape Architect .....	\$90.00/Hour
Project Administrator .....	\$90.00/Hour
Senior Project Assistant .....	\$80.00/Hour
Project Assistant .....	\$70.00/Hour
Senior Structural Engineer.....	\$150.00/Hour
Junior Structural Engineer .....	\$125.00/Hour
Senior Mechanical/Plumbing Engineer .....	\$150.00/Hour
Junior Mechanical/Plumbing Engineer.....	\$125.00/Hour
Senior Electrical Engineer .....	\$150.00/Hour
Junior Electrical Engineer .....	\$125.00/Hour
Cost Estimator.....	\$125.00/Hour

## STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 E County Juvenile Prosecutor Contract 2025

Attached is the contract with the Juvenile Court Prosecutor that the County Attorney has discussed in previous meetings. I have also attached the Juvenile Court budget for the past 3 years. It appears that the dollar amount for this was requested and approved through the regular budgeting process in last year's budget and not used, and also in the current year's budget.



**SERVICES AGREEMENT FOR INDIVIDUAL**

**THIS AGREEMENT** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by and between \_\_\_\_\_ COUNTY, an entity of the State of Georgia, acting by and through its governing authority, and **KEVIN MCFARLIN**, (“Contractor”), collectively referred to as the “Parties”.

**WITNESSETH THAT:**

**WHEREAS**, the County desires to retain a Contractor to provide certain services generally described as juvenile court prosecution for delinquency and CHINS cases (the “Work”); and

**WHEREAS**, the County finds that specialized knowledge, skills, and training are necessary to perform the Work under this Agreement; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement;

**NOW, THEREFORE**, the Parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Project Description**

The Project is described as “Risk Reduction Team Coordinator and Prosecutor of Juvenile Court for the County”.

**B. The Work**

The Work to be completed under this Agreement (the “Work”) consists of the following:

- Coordinate Risk Reduction Teams (“RRT) in accordance with Standing Order on RRT
- Attend meetings as required
- Manage referrals from all sources to RRT
- Coordinate services delivery and integration between members of the RRT
- Chief responsibility for Juvenile Prosecution in the county
- Review Children in Need of Services (“CHINS”) and Delinquency Complaints
- Draft CHINS and Delinquency Petitions as required
- Coordinate with Department of Juvenile Justice (“DJJ”) to ensure cases are timely heard/prosecuted
- Represent the interests of the county and state at all adjudication/disposition/motion/review/restitution/competency/or any other hearings on CHINS/Delinquency Petitions

Contractor shall have no authority to enter into any contracts binding upon the County or to create any obligations on the part of the County, except as shall be specifically authorized by the County. The Contractor is, by law, is not allowed to conduct appeals for the County from juvenile court cases, and the District Attorney’s Office, by law, handles said appeals cases.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence upon execution of the Agreement by both parties. Contractor shall perform required services as called for but not extending beyond December 31, 2025. In the event of termination of this Agreement by the Contractor or by the County, the Contractor shall be entitled to receive payment only for work actually performed prior to termination.

**II. WORK CHANGES**

**A.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

B. Any Work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

**III. COMPENSATION AND METHOD OF PAYMENT**

A. The County agrees to pay contractor a total of \$10,000.00 for CY2025 with payment to be made in equal monthly installments. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

B. The County shall pay the Contractor within ten (10) working days after the end of the month of service. Contractor agrees to accept electronic payment through the Automated Clearing House Network (ACH); arrangements for electronic processing are to be made through the County within ten working days from the date of final execution of this Agreement. Payments will not be hand delivered.

**IV. COVENANTS OF CONTRACTOR**

**A. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

**B. County's Reliance on the Work**

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears no responsibility for Contractor's services performed under this Agreement.

**C. Contractor's Representative**

NOT APPLICABLE shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**D. Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

**E. Responsibility of Contractor and Indemnification of the County**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the County, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

**F. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

**G. Insurance**

(1) Requirements:

It is understood that the Contractor does not hold minimum insurance requirements as required by the County. However, Contractor agrees to maintain, at a minimum, automobile insurance coverage complying with State law requirements for any automobile that Contractor uses in relation to the Work.

**H. Conflicts of Interest**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the County Human Resources Policies.

**I. Confidentiality**

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

**J. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained and shall maintain all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The contractor further covenants to notify the County in writing within two (2) business days of any cancellation of any certificates, licenses, permits or the like required of the Contractor, as referenced above.

**K. Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**V. COVENANTS OF THE COUNTY**

**A. Right of Entry**

The County shall provide for right of entry for Contractor and all necessary equipment in order for Contractor to complete the Work.

**VI. TERMINATION**

**A.** The County shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. The Contractor shall have the same right to terminate this Agreement, including but not limited to the County's failure to pay the Contractor after thirty (30) days of payment beyond due.

- B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.
- C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise.
- D. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**VII. NO PERSONAL LIABILITY**

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

**VIII. ENTIRE AGREEMENT**

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

**IX. SUCCESSORS AND ASSIGNS**

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

**X. APPLICABLE LAW**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

**XI. CAPTIONS AND SEVERABILITY**

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

**XII. NOTICES**

**A. Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**NOTICE TO THE CONTRACTOR** shall be sent to:

McFarlin Law Office, LLC  
P.O.Box 628  
Royston, GA 30662

**XIII. WAIVER OF AGREEMENT**

The County’s failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XIV. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.

**XV. FORCE MAJEURE**

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

**IN WITNESS WHEREOF** the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement on behalf of the County.

**CONTRACTOR:**

**COUNTY of** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Printed Name:** Kevin McFarlin

**Title:** \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**  
**In the presence of:**

**SIGNED, SEALED AND DELIVERED**  
**In the presence of:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**

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

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

[NOTARY SEAL]

[NOTARY SEAL]

**My Commission Expires:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 F Solar Moratorium Extension

Since there has not been any resolution on the Solar Ordinance the moratorium needs to be extended.



## MEMORANDUM

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 12 G Transfer Station Hours of Operation and Scale Closing Policy

There has been some confusion about the closing procedure at the main transfer station. The posted hours of operation do not include the time necessary for the close down procedure for scale shutting down and system backup that has to be performed each day with nothing coming across the scales nor the time it takes for anyone that already has crossed the scales and are unloading to finish and the cleanup by the staff to not leave trash in the open area for wind to blow around after closing. I get complaints either way we have tried to handle it, especially on Saturdays. The transfer staff's hours of work are set at the opening and closing times each day. They either have to close the scales in time to do the necessary things that have to be done and leave on time, or they wait until the posted closing time for everyone in line to cross the scale, unload, and they close the scales down and cleanup. I had them do this on Saturday the 4<sup>th</sup>. That put the staff right at an hour late leaving. That day was a little different because of not enough haul trucks being available but, it isn't unusual for people to get in line at 10 to 15 minutes before the known closing time and be backed up to the main road.

In order to have a set policy, which this Board does, that the employees and the public know and follow, and that be plainly posted that the scales close 10-15-20 minutes required to close down and cleanup before the posted "closing time" like the recycling yards do or we have to extend the working hours of the staff to do these things after, which will require paying OT and the staff in not favor of. These employees, as most employees want a set time they come in and get off so they can plan other activities.



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 A Office of Highway Safety Grants Acceptance (Sheriff Carroll)

Sheriff Carroll has applied for and has been approved for two different grants from the Office of Highway Safety. One grant is for reflective rain gear the other is for mobile computers. Neither grant has any matching funds required but are repayment grants this means that we buy the approved equipment, pay for, and file for repayment after the purchase. We would pay initial money from the multi-grant account initially and deposit the funds back to that account when grant monies are received. Sherrif Carroll will explain the specifics of the grants and answer any questions you may have.



## MEMORANDUM

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 B Opioid Fund Funding Request AVITA

I have attached the letter from AVITA that I received requesting partial funding from the Opioid settlement money. Their intent is to establish and operate a men's semi-independent residential treatment program. They applied for and received a grant of \$345,856.00 from the Georgia Opioid Crisis Abatement Trust (State Opioid money). They are asking each County in their district to pledge \$15,000.00 of these funds to supplement the \$150,000.00 shortfall in the grant amount they received from the State to develop and operate the program. According to their letter Rabun County has already made their pledge of \$15,000.00. Our Opioid fund dollars have very strict requirements for its use. This is one use that does qualify for use of the funds.





January 6, 2025

Terrell Partain  
Hart County Administrator  
800 Chandler St.  
Hartwell, GA 30643

Re: Opioid Settlement Funds Request

Dear Mr. Partain,

I hope this letter finds you well. As you are aware, the opioid epidemic continues to have a profound impact on our community. To combat increasing addiction and overdose mortality rates, Georgia secured \$638 million from settlements with major pharmaceutical entities and an additional \$13 million from McKinsey & Company to expand treatment, public awareness, and medication assisted treatment.

As you know, Avita Community Partners (Avita) provides critical behavioral health services for 13 counties in Georgia's behavioral health Region 1. From 2018 to 2022, Region 1 had the **highest opioid death rate of any region**. During these 5 years there was a 100% increase in opioid-related deaths.<sup>1</sup>

The need for accessible, high-quality treatment services has never been more urgent. Avita was grant awarded \$345,856 from the Georgia Opioid Crisis Abatement Trust to establish a men's semi-independent residential treatment program and a substance abuse intensive outpatient program (SAIOP). Currently, Region 1 has one semi-independent residential programs, and zero intensive programs.

Unfortunately, the awarded grant funding is \$150,000 short of what is needed to make these programs a reality. I am writing to formally request a commitment of \$15,000 from your county's Opioid Settlement funds to fully endow our project. Rabun County has generously pledged their support; I hope your county will join them in a **one-time** commitment.

We are confident that with appropriate funding these evidence-based treatments will effectively reduce opioid addiction. Avita will work closely with counties, the Georgia Opioid Settlement Advisory Commission, and the Georgia Opioid Crisis Abatement Trust to ensure long-term success.

Thank you for your consideration of this important request. I would be happy to provide any additional information or meet with you to discuss this proposal further. Please feel free to contact me at (404) 274-1027 or michael.foust@avitapartners.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Foust", is written over a light blue grid background.

Michael Foust  
Chief Administrative Officer



(800) 525-8751 toll-free  
(678) 513-5830 fax  
www.avitapartners.org

1. Opioid Use Disorder Continuum of Care Region 1 Assessment Report



## MEMORANDUM

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 C House Bill 581 Actions

I have attached the information sheet from ACCG outlining the procedures, steps and timeline that have to be followed if Hart County wishes to opt out of the requirements of HB 581.

This bill has many unknowns. Although on the surface its marketing is for tax relief on homeowners, this will affect all taxpayers. We already have multiple different homestead exemptions for local homeowners. If this is mandated through HB 581 some or all of those may not apply. If they do or don't the burden for tax funds lost will have to be shifted to the non-homestead taxpayers, all property owners that will not have the value freeze this is our individuals who just own property, our businesses owners and industry taxpayers. This bill does not apply to personal property. This will lead to the need to increase the millage rate on them to account for the shortfall in revenue created by HB 581. The other option would be to place on the ballot for the voters to pass another sale (FLOST) tax to make up the difference in the lost funds.

We all have sat through, watched and listened to ACCG, the Department of Revenue and others attempting to understand and explain this bill. They can't fully explain for several reasons, no one knows what formula is going to be used as an inflationary amount nor even the methodology that will be used to arrive at a number. The bill is slated to be reviewed by the legislature in this coming session to make changes and modify certain sections of the bill. Bottom line is we nor anyone else have any idea of exactly what the end product is going to look like or exactly what effect it will ultimately have on the local government or the taxpayer. Unfortunately, we have to act now if you decide to opt out.

The schedule of events required to opt out of HB 581 are as follows:

We must place the following ad in the newspaper.

### INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The Hart County Board of Commissioners intends to opt out of the statewide adjusted base year ad valorem homestead exemption for Hart County.

All concerned citizens are invited to the public hearing on this matter to be held at Hart County Administration and Emergency Services building on January 28, 2025 at 6:00 pm.

Times and pace for additional meeting on this matter at Hart County Administration and Emergency Services building on February 11, 2025, at 6:00 pm. and February 25, 2025 at 6:00 pm.

After the third public hearing you must pass the following Resolution:

**RESOLUTION BY HART COUNTY TO OPT OUT OF THE HOMESTEAD EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2**

WHEREAS, Georgia Code O.C.G.A. § 48-5-44.2, effective January 1, 2025 creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

WHEREAS, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or local school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

WHEREAS, Hart County desires to opt out of the homestead exemption otherwise granted, and

WHEREAS, Hart County has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public meetings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on website as required.

NOW, THEREFORE, BE IT RESOLVED that the Hart County Board of Commissioners of Hart County hereby opts out of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2

BE IT FURTHER RESOLVED, that the Hart County Clerk is hereby directed to provide a certified copy of this resolution to the Georgia Secretary of State no later than March 1, 2025.

PASSED AND RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

This must be in the Secretary of State's office before March 1, 2025.



191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

## ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

### House Bill 581: Homestead Exemption “Opt-Out” Guidance and Model Resolution

House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and an enabling constitutional amendment (HR 1022) was subsequently approved through a statewide ballot question during the November 2024 election. Within HB 581, O.C.G.A. § 48-5-44.2 provides for a statewide floating homestead exemption which applies to counties, consolidated governments, municipalities, and local school districts (For more information on the statewide floating homestead exemption, please refer to [GMA](#) or [ACCG](#) HB 581 Resources).

While the homestead exemption automatically applies to all local governments and school districts, these jurisdictions may stop the homestead exemption from becoming effective within their jurisdiction by following certain procedures by March 1, 2025.

O.C.G.A. § 48-5-44.2(i) provides the necessary procedures for local governments to opt out of the HB 581 homestead exemption. To opt out, the local government or school district must adopt a resolution opting out of the exemption (see model resolution provided) after completing the following steps, which must be completed between January 1, 2025, and March 1, 2025:

- The local government must advertise the intent to opt out and conduct at least three public hearings on the issue, with at least one of the public meetings occurring between 6:00 P.M. and 7:00 P.M. on a business weekday.
- The local government must place an advertisement in a newspaper of general circulation serving the residents of the political subdivision and post the advertisement on its website of the local government.
- The advertisement must appear at least one week prior to each hearing, be prominently displayed, be not less than 30 square inches, and not be placed in that section of the newspaper where legal notices appear.
- The advertisement must also be posted on the local government’s website at least one week prior to each hearing. In addition to the advertisement, the local government may include in the notice reasons or explanations for its intention to opt out of the homestead exemption. Simultaneously with the notice the local government must provide a press release to the local media.
- The advertisement must read:

#### “INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision).

All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time).

Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).”

- After completing these steps, the local government or school district may then adopt a resolution opting out of the homestead exemption, which must be filed with the Secretary of State by March 1, 2025. It is recommended to provide a copy of the resolution to the office of the County Tax Assessors and Tax Commissioner.

*This model resolution is provided only for general informational purposes and to assist Georgia local governments in opting out of the statewide floating homestead exemption provided by O.C.G.A. §48-5-44.2. The model resolution is not and should not be treated as legal advice. You should consult with your legal counsel before drafting or adopting any resolution and before taking any action based on this model. ACCG and GMA are neither advocating for nor against local governments opting out using this resolution, as that is a local policy decision. This resolution is being provided as a template for our members, should they choose to use it.*

**RESOLUTION BY (NAME OF LOCAL GOVERNMENT) TO OPT OUT OF THE HOMESTEAD EXEMPTION PURSUANT TO O.C.G.A. § 48-5-44.2**

**WHEREAS**, Georgia Code O.C.G.A. § 48-5-44.2, effective January 1, 2025, creates a statewide homestead exemption from ad valorem taxes levied by, for, or on behalf of the state or any county, consolidated government, municipality, or local school district in this state; and

**WHEREAS**, more specifically, O.C.G.A. § 48-5-44.2(i) authorizes the governing authority of any county, consolidated government, municipality, or school district to opt out of the homestead exemption otherwise granted with respect to such political subdivision through certain procedures and the adoption of a resolution by March 1, 2025; and

**WHEREAS**, (name of local government) desires to opt out of the homestead exemption otherwise granted; and

**WHEREAS**, (name of local government) has complied with the required procedures pursuant to O.C.G.A. § 48-5-44.2(i), including but not limited to, holding at least three public meetings on the intent to opt out and placing the required advertisement in a newspaper of general circulation and on its website as required.

**NOW, THEREFORE, BE IT RESOLVED** that the (Governing Authority) of (name of local government) hereby **opts out** of the homestead exemption otherwise granted by O.C.G.A. § 48-5-44.2.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its approval by the (Governing Authority) of (name of local government).

**BE IT FURTHER RESOLVED**, that the (name of local government) County/City Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Secretary of State no later than March 1, 2025.

**PASSED AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**(Governing authority of local government)**

By: \_\_\_\_\_  
(Chief elected official)

ATTEST: \_\_\_\_\_  
County/City Clerk

[Affix Seal]



## The Office of Secretary of State

[House Bill 581](#) (2024): Any locality electing to opt out from the Statewide Homestead Exemption as outlined in O.C.G.A. § 48-5-44.2 must file a complete copy of all requisite documents to the Secretary of State's office by **March 1, 2025**.

### **Required Documents:**

1. Evidence of three public hearings (including one occurring between the hours of 6:00 PM and 7:00 pm on a business day)
2. Proof of an advertisement in a newspaper of general circulation to residents which meets the following criteria:
  1. Must appear one week prior to each hearing
  2. Must be prominently displayed
  3. Must be no less than 30 square inches
  4. Must not be in the section of newspaper where legal ads appear
  5. Must be posted on the website one week prior to each hearing
3. An advertisement on their website which includes the following language:
  1. 'INTENT TO OPT OUT OF HOMESTEAD EXEMPTION: The (name of governing authority) intends to opt out of the statewide adjusted base year ad valorem homestead exemption for (name of the political subdivision). All concerned citizens are invited to the public hearing on this matter to be held at (place of meeting) on (date and time). Times and places of additional public hearings on this matter are at (place of meeting) on (date and time).'
4. Evidence of a press release to the local media

A cover letter, a copy of the homestead exemption resolution, and evidence of completing the above-listed requirements must be filed with the Secretary of State's Office by March 1, 2025. Please submit resolutions to the Secretary of State's Office by mail or email to the following address:

### **VIA MAIL:**

Secretary of State  
Elections Division  
Attn: Joy Nichols  
Suite 802, West Tower  
2 Martin Luther King, Jr. Drive S.E.  
Atlanta, GA 30334-1505

### **VIA EMAIL:**

[jnichols@sos.ga.gov](mailto:jnichols@sos.ga.gov)





191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

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## ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

# HB 581 (2024): Frequently Asked Questions Document

## The Local Opt-out Floating Homestead Exemption & Floating Local Option Sales Tax (FLOST)

House Bill 581 was passed by the Georgia General Assembly during the 2024 legislative session and was signed into law by Governor Kemp on April 18, 2024.

[HB 581](#) provides for several significant changes impacting local government revenue. Counties and cities must understand these changes and be prepared to make critical decisions in the coming months that will have lasting impacts. In general, HB 581 has three major components: first, the bill provides for some procedural changes to property tax assessments and appeals; second, the bill provides for a new statewide homestead exemption that applies to local governments unless the local government affirmatively opts out; third, the bill creates a new local option sales tax available to be used for property tax relief.

This document provides frequently asked questions (FAQs) to give an overview of the key provisions of the bill, the statewide homestead exemption and new local option sales tax, and the considerations local governments must have in mind. Appendix A then includes an outline of these key provisions to help guide local decision making.

### A. Generally

#### 1. In a nutshell, what is HB 581 (2024) about?

HB 581 contains multiple provisions related to property tax and sales tax. Most relevant to this FAQ, the bill:

- a. Grants a statewide homestead exemption that limits the increases in the taxable value of homes to no more than the inflation rate that occurred over the prior year;
- b. Allows local governments to elect to opt out of this homestead exemption within their jurisdiction so that it will not apply to their taxable values; and
- c. Authorizes most local governments with the new homestead exemption (or equivalent) to levy a new sales tax to be used for property tax relief.

**2. Where did this proposal come from and what was the reason?**

Entering the 2024 legislative session, many legislators were concerned with the rapid rise in property values across the state, and in turn, the rise in property taxes. The homestead exemption proposal came from the General Assembly and was first introduced in the Senate. The reason was to provide more certainty to homeowners who are concerned about the significant increases to the taxable value of homes in recent years. Under this bill, if the local government does not opt out, then the homeowner knows their value may not increase by more than the rate of inflation, which prevents large jumps and helps them budget.

The sales tax provision (FLOST) came from the House and was originally designed as a flexible new sales tax to act in place of sales tax laws written to apply to only one jurisdiction, such as that for the Coliseum SPLOST for Augusta-Richmond County; however, it changed throughout the legislative process to become a method to reduce millage rates imposed on all properties (homestead and non-homestead).

**B. The Homestead Exemption of HB 581**

**1. What type of homestead exemption does HB 581 provide? Is there a difference between floating, base-year, adjusted base-year, and frozen homestead exemptions?**

The core purpose of any base-year, floating, or frozen homestead exemption is to reduce or eliminate the tax impact of increases in the fair market value of a homesteaded property that occur following the purchase of a home. The terms are generally synonymous and used to describe either the practical or technical effect of the exemption. The key difference is whether such an exemption allows for adjustments to the base year value based on a standard rate or the inflation rate.

For a base-year, floating, or frozen homestead exemption *without* an adjustment factor, the value of the exemption changes or floats each year to always equal and exempt the full difference between the base-year value of the home and the current value of the home, so that the taxable value of the home never increases (but the millage rate may still increase). These are most often called frozen exemptions because the assessed value of the home is blocked from increasing (and often, from decreasing).

For a base-year, floating, or frozen homestead exemption *with* an adjustment factor, the base year and the base year value for a homestead does not change, but the base year value is adjusted annually by a percentage equal to either a set rate or the inflation rate that occurred during the prior year. These are best called adjusted base-year homestead exemptions.

In the case of HB 581, practically speaking, the homestead exemption limits the amount of any increase in the assessed value of homes to no more than the rate of inflation experienced over the prior year—it does not freeze the value. This is best described as an adjusted base-year homestead exemption, because it grants an exemption equal to the difference between the homestead’s adjusted base-year value—generally the value for the year prior to the homeowner’s application for the exemption plus an inflation factor for each year since the exemption was first granted—and the current year’s true value.

It is important to note that most of these homestead exemptions do account for substantial changes in the property. For example, if a homeowner doubles the size of their house, then the base-year value may be increased, regardless of any freeze or limitation, but thereafter, the new base-year value enjoys the benefit of the exemption. Also important to note, these exemptions do not stay with the property nor the property owner when a change in ownership occurs. If an individual sells their home, the taxable value of that home resets to fair market value for the next owner. Similarly, the individual cannot carry the value of the exemption to their new home.

**2. How is the value of the HB 581 homestead exemption determined?**

The value of the exemption is unique to each individual property and will generally change each year for such properties. The core purpose of a base-year or floating homestead exemption is to reduce or eliminate the impact of increases to the fair market value of a homestead. In the case of HB 581, the homestead exemption prevents rapid increases in the assessed value of homes but does not freeze the value.

HB 581 is considered an adjusted base-year homestead exemption, because it allows the homestead’s base-year value to increase annually by up to the inflation rate determined by the State Revenue Commissioner (likely the consumer price index) which occurred during the prior year. The value of the exemption is the difference between the adjusted base-year value and the fair market value. Even if two properties begin with identical base year values, if the fair market value of the properties diverge over time, then the property with the higher fair market value will receive the larger exemption while potentially paying the same in property taxes.

**3. If my local government wants to opt out of the HB 581 homestead exemption, how can we do that?**

As authorized through a constitutional amendment (HR 1022 (2024)) and outlined in HB 581, the opt-out process is very similar to the “public notification of tax increase” process that is required when a local government does not fully rollback its millage rate. The local government seeking to opt out of the HB 581 homestead exemption must advertise and hold three public hearings of intent to opt out, and then pass a resolution opting out and file it with the Secretary of State. The process may not begin until the effective date of the bill on January 1, 2025, and must be completed by March 1, 2025. Each local government (county, city, school) may independently make the decision whether to opt out; any combination may elect to do nothing or opt out of the HB 581 floating homestead exemption. If a local government opts out, its taxpayers will not receive the benefit of the exemption, and their property will be taxed (absent other exemptions) at the property’s fair market value.

**4. Should my local government opt out of the homestead exemption if we already have another form of a floating, base-year, or frozen homestead exemption?**

There are at least a few things to consider when answering this question for your jurisdiction.

First, how far does your current floating homestead exemption extend? Does it cover all millage rates, including those for special districts? The reason that this is important to answer is that the HB 581 homestead exemption extends to all millage levies except for any bond levies.

Second, does your current homestead exemption incorporate any form of inflationary or automatic increase? The value of the HB 581 homestead exemption for each homeowner is, in effect, reduced annually by the amount of inflation that occurred over the prior year, which allows the taxable value of the homestead to rise over time in-line with inflation. If your jurisdiction has a set rise over time that is expected to exceed the inflation factor in HB 581, then your jurisdiction may want to opt out.

Third, if the homestead exemptions are equivalent, you may want to consider opting out of the HB 581 floating homestead exemption to reduce confusion. Your jurisdiction would still have access to the new sales tax for property tax relief (FLOST) assuming all the conditions to impose the tax are met.

**5. Does the HB 581 homestead exemption apply to community improvement districts (CIDs)?**

For all practical purposes, the homestead exemptions would not apply to CID's as CID's may only levy taxes on nonresidential property. Ga. Const. Art. IX, Sec. VII, Para. III(c).

**6. How does the HB 581 homestead exemption affect tax allocation districts (TADs)?**

The homestead exemption could potentially reduce the amount of expected property tax revenue growth within the TAD by limiting the assessed value increase of homestead property over time. This question requires analysis specific to the TAD in question.

**7. Can the HB 581 floating homestead exemption be later repealed for my county or city?**

If a jurisdiction elects not to opt out of the HB 581 homestead exemption, they will not have an opportunity to opt out in the future and will have the homestead exemption permanently. There may be a method to remove such jurisdictions in the future, but it would require a change to general law or a constitutional amendment done by the legislature.

**8. Will the HB 581 homestead exemption affect a homeowner's existing homestead exemptions?**

HB 581 does not eliminate any existing homestead exemptions for any jurisdiction, regardless of the type of homestead exemption, but it may override existing floating, base-year, and frozen exemptions, if the HB 581 exemption provides a greater benefit to the taxpayer.

- a. If your local government has an existing non-floating homestead exemption, such as an exemption for \$5,000 of assessed value, that will be unaffected by HB 581. The floating homestead exemption is calculated first, and then the non-floating exemptions are calculated on the back end. That said, if the existing, non-floating local homestead exemption says that it may not be applied in addition to any other homestead exemption, then it may not be applied.
- b. If your local government has an existing base-year homestead exemption, then the taxpayer will receive whichever provides them with the largest benefit in any given year. Your tax assessor's office will be responsible for tracking both floating homestead exemption values in addition to the fair market value.

For example, if there is an existing base-year or floating homestead exemption that does not have inflationary increases, then it would generally provide the larger benefit to the taxpayer. Similarly, if the base-year of a homestead exemption that is comparable to HB 581 pre-dates HB 581's base-year, then the older base year will likely provide the larger benefit.

**9. Will it affect the county's ability to impose a FLOST if another city opts out of the homestead exemption granted by HB 581?**

Yes, if a city that imposes a property tax opts out, then the county and all cities within the county will be ineligible for the FLOST. If a city that does not levy a property tax opts out, then it would not affect the ability for the county to levy a FLOST. If even one city that opts out does levy a property tax at such time, then the FLOST would not be permitted. Of course, jurisdictions may opt out and not impact eligibility if the jurisdiction has another eligible homestead exemption in place.

**10. If the county opts out of the homestead exemption will this impact a municipality's ability to impose a FLOST?**

Yes. Similarly, if a county opts out all municipalities in the county will be ineligible for the FLOST unless the county has another eligible homestead exemption in place.

**11. If a municipality or a county opts out of the HB 581 homestead exemption will homesteads have multiple assessed values for tax assessment?**

Yes, if the homestead exemption applies for some but not all jurisdictions, the taxable value of the property will essentially be different. The fair market value of a property is the same for all taxing jurisdictions where the property is subject to property tax. Homestead exemptions are applied after the fair market value of the home is determined and reduce the taxable value of the home—the taxable value may be different among jurisdictions based on applicable homestead exemptions.

Every county assessor's office is required to maintain a set of books with the fair market value of the property. The assessor's office will be required to maintain two or more sets of values if there are one or more floating homestead exemptions. Each homestead may have a different base-year value across multiple jurisdictions, but this will be tracked by the assessor's office.

**12. For a home that has an exemption under HB 581, what happens if the home is substantially improved or is destroyed? How are changes to the home's value that do not result from market forces handled?**

Substantial changes to the property are considered when assessing the property. Any substantial change will increase or decrease the adjusted base year value of the home.

Example: The adjusted base year value of a home as of January 1, 2028, was \$500k. During 2028, the homeowner doubles the square-footage of her home and adds a swimming pool. As of January 1, 2029, the tax officials for the county determine that the changes to the home increase the value by \$200k. The adjusted base year value for the 2029 tax year = \$500k (the 2028 ABYV) + \$200k (substantial change value) + any applicable inflation factor.

**13. If my local government opts out of the floating homestead under HB 581, can we opt in at a later date?**

If your local government opts out, there is no future opportunity for the local government to unilaterally opt-in or rejoin the HB 581 exemption.

However, a local government may still obtain a similar homestead exemption in a traditional manner. The General Assembly may pass a local Act creating an equivalent local floating homestead exemption. This would require 2/3's vote in the General Assembly and a local referendum. The General Assembly may do this against the will of the local government. We encourage you to maintain a dialogue with your local legislators, especially if you intend to opt out.

**14. If my local government opts out of the HB 581 floating homestead exemption and our legislative delegation disagrees with that decision, can they take action to mandate the floating homestead exemption on my local government?**

If your local government opts out of the HB 581 floating homestead exemption and your legislative delegation disagrees with that decision, your local delegation can pass a local Act to impose a floating homestead exemption within the jurisdiction. HB 581 has not changed the ability of the legislature to create specific homestead exemptions for local governments. This local Act would be subject to 2/3 vote in the General Assembly and approval by the voters in a local referendum. If the referendum is successful, then your local government would be subject to the homestead exemption provided for in the local Act, even though you opted out of the HB 581 exemption.

Note: A local government could elect to opt out of the HB 581 exemption and ask their local delegation to proceed with a more customized version of the homestead exemption.

**15. Can the floating homestead exemption be transferred to a new owner of the home?**

No, the homestead exemption is not portable or transferable—it is tied both to the property owner and the home. However, in the case of a surviving spouse who was not on the deed at the time of their spouse's death, said surviving spouse may continue the homestead exemption in the same manner as the deceased spouse, provided that the surviving spouse is otherwise eligible for the homestead exemption.

For anyone else that acquires the home as a homestead, the base-year and base-year value will be reset to the year prior to the person's acquisition of the home and to the actual value for the home for such prior year.

**16. How much land can be included in a qualified floating homestead exemption?**

Georgia state law states that the homestead exemption applies to the homestead and the land immediately surrounding the homestead; there is no specification for acreage. Many local homestead exemptions do limit the total acreage. It is likely up to local interpretation as to what

land constitutes the land “immediately surrounding” the homestead. The exemption would not include buildings or structures on the property, which are not part of the homestead dwelling, itself.

**17. Does the HB 581 floating homestead exemption apply to special service districts?**

Yes, the HB 581 floating homestead exemption applies to all millage rates except for millage rates to retire bonded indebtedness.

Point to consider: If the local government has an existing floating homestead exemption that *does not* apply to special service districts, then you may want to consider opting out, so your special service district millage levies are unaffected.

**18. If a homeowner’s assessed value was locked following their appeal to the Board of Equalization in 2022, would that value be used for the 2024 base year for the purposes of the HB 581 exemption?**

The homestead’s final assessed value for the base year is the base year value for the purposes of the HB 581 exemption. Code Section 48-5-44.2(a)(3)(A). Accordingly, if the locked assessed value from 2022 is what was lawfully used as the homestead’s final assessed value for 2024, then that taxpayer would have their HB 581 2024 base year assessed value set at that same amount.

**19. Will the market value or the adjusted base year value be used when calculating value increases to the tax digest that are factored into the rollback millage rate that cannot be exceeded without advertising a tax increase?**

The digest value for rollback purposes utilizes the net taxable digest, which is the value of the digest *after* exemptions are accounted for.



## C. The Floating Local Option Sales Tax (FLOST)

### 1. Generally, what is the FLOST?

The Floating Local Option Sales Tax or FLOST (named for its relation to the floating homestead exemption) is a new sales tax that can be levied up to 1 percent and collected county-wide. Funds are split between the county and cities based upon an intergovernmental agreement (IGA) and used for property tax relief.

### 2. What are the minimum requirements for a given county or municipality to be eligible to levy a FLOST?

- a. The county or municipality must levy a property tax and have a base-year or floating homestead exemption in effect<sup>1</sup>;
- b. All other municipalities within the county that currently levy a property tax must also have a base-year or floating homestead exemption in effect<sup>2</sup>;
- c. The county or municipality must have available room under the overall sales tax cap<sup>3</sup>;
- d. The county and the applicable number of municipalities must enter into an intergovernmental agreement as required under Code Section 48-8-109.31(d)(1)(B);
- e. Hold a successful local referendum<sup>4</sup>; and
- f. Utilize the proceeds for property tax relief and in accordance with the IGA<sup>5</sup>.

### 3. Who must sign the intergovernmental agreement to authorize the referendum for the FLOST?

The county must reach an intergovernmental agreement with municipalities levying a property tax that represent at least 50% of the total municipal population within the county. This minimum requirement does not preclude more municipalities than those representing 50% of the municipal population from signing the IGA if all parties agree.<sup>6</sup>

Any municipality that does not sign the IGA is treated as an ‘absent municipality’ and will receive proceeds from the FLOST based upon the size of its population relative to the total municipal population within the county, excluding any municipalities that do not levy a property tax. Municipalities that do not levy a property tax are excluded from the calculations and from sharing in FLOST revenues.<sup>7</sup>

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<sup>1</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>2</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>3</sup> Code Section 48-8-6(a).

<sup>4</sup> Code Section 48-8-109.32.

<sup>5</sup> Code Section 48-8-109.42.

<sup>6</sup> Code Section 48-8-109.31(d)(1)(A).

<sup>7</sup> Code Section 48-8-109.31(d)(2).

**4. What must an IGA to levy FLOST include?**

- a. The rate of the tax: incremental in .05% increments up to a full 1.0%;
- b. The duration of the tax: up to 5<sup>8</sup> years;
- c. Provisions for calling the referendum for the tax, including the question for the ballot;
- d. The distribution schedule<sup>9</sup> apportioning proceeds among:
  - i. County
  - ii. Municipalities
  - iii. Absent Municipalities
- e. The IGA is not required to specify how property tax relief is to be applied but may do so.

**5. How is the sales tax referendum scheduled?**

First, there must be a valid intergovernmental agreement between the county and cities specifying the distribution of the tax. Next, the county may call for the sales tax referendum similar to other sales tax referenda.<sup>10</sup>

**6. Is a local referendum necessary to impose the FLOST even if the ballot measure in November is successful?**

Yes. It is important to note that the ballot question in November of 2024 proposes a constitutional amendment which enables the homestead exemption. If this amendment is not approved, all of HB 581 (including the FLOST) is repealed. If the constitutional amendment is approved, a subsequent referendum within the county is still required to levy the FLOST. Counties and cities should be mindful that the FLOST must be approved by voters in the county to be levied when making policy decisions concerning the homestead exemption.

**7. Does FLOST revenue affect the rollback millage rate that is calculated for the purposes of Code Section 45-5-32.1 (Taxpayer Bill of Rights), which requires the advertising of a property tax increase, if exceeded?**

Yes. Unlike LOST, the total amount of FLOST collected in the preceding calendar year must be subtracted from the millage equivalent calculated to provide the jurisdiction with the same net proceeds from the current year’s net taxable digest value as those derived from the previous year’s millage rate when multiplied by the previous year’s net taxable digest value.

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<sup>8</sup> Code Section 48-8-109.32(a).

<sup>9</sup> Code Section 48-8-109.36(2).

<sup>10</sup> Code Section 48-8-109.32.

## 8. What can the FLOST revenues be used for?

FLOST revenue must be used for property tax relief. Per Code Section 48-8-109.42, FLOST revenues:

- “[S]hall be used exclusively for tax relief and in conjunction with all limitations provided in the intergovernmental agreement authorizing the tax for such political subdivision.”
- Additionally:
  - “Each taxpayer's ad valorem tax bill shall clearly state the dollar amount by which the property tax has been reduced as a result of the imposition of the tax imposed under this article”; and
  - “The roll-back rate for the political subdivision, which is calculated under Code Section 48-5-32.1 [Taxpayer Bill of Rights], shall be reduced annually by the millage equivalent of the net proceeds of the tax authorized under this article, which proceeds were received by the political subdivision during the prior taxable year.”

## 9. In what ways may the local government calculate and apply the FLOST property tax relief to the property tax bill?

Outside of the parameters in Code Section 48-8-109.42, jurisdictions have latitude to apply the funds for legal purposes within the special district and as may be provided for in the intergovernmental agreement.

- The tax relief must be applied uniformly across all forms of tangible property within the given taxing jurisdiction for which it applies. For these purposes, taxing jurisdictions for which property tax relief may be granted can be the county, a municipality, or a special district, provided that the application is uniform within the given taxing jurisdiction.
- When the credit or reduction is shown on the taxpayer’s property tax bill, it **MUST** be applied as property tax relief, which would be a reduction in a charge that is assessed and levied upon the value of a property. The credit *cannot* reduce any charge or fee, which is not levied upon the value of the property (ad valorem). If a flat dollar amount is shown on the property tax bill, said dollar amount must be derived from the taxpayer’s savings from the reduction in the millage rate or assessed value.
- While not required, the best practice is to include within the required IGA exactly how the proceeds of the FLOST will be applied as property tax relief.

## 10. What types of communities would benefit most from a FLOST?

Communities that wish to supplant property taxes with sales tax would benefit from FLOST. It is a policy decision that would be expected to shift some of the tax burden imposed on the local government’s property owners to those who make purchases within such jurisdiction. Accordingly, communities with sales tax revenues derived disproportionately from those living outside of the local government’s jurisdiction would expect to see a net benefit for its property owners by shifting the tax burden to consumers; whereas those communities that have disproportionately few property owners among its many resident consumers would find only a shifting of the tax burden within the jurisdiction.

**11. How often does the FLOST have to be voted on?**

FLOST may be implemented for up to 5 years at a time, so at least every 5 years. Moreover, all FLOST renewals require a local Act of the General Assembly, so there is no renewal without a local Act and a new IGA, and passage in a local referendum.<sup>11</sup> While there is no requirement of a local Act to initially levy the FLOST any subsequent renewal does require a local Act from the General Assembly.

**12. My county doesn't have a LOST. How will this affect my county, city, etc.?**

Having a LOST is not a requirement for the FLOST. LOST is the most similar sales tax to the FLOST, but the way property tax relief is calculated under FLOST is more flexible than LOST.

**13. Does this bill require the Department of Revenue to provide point-of-sale information?**

This bill does not require DOR to provide point of sale information but does require such information to be furnished to DOR by the retail establishments that are required to collect the tax. All sales for FLOST occur countywide (within the special district which is conterminous with the boundaries of the county), except in the case of a county containing a municipality that levies the Water and Sewer Projects Cost Tax (MOST), in which case the FLOST is not collected within the boundaries of the MOST city.

**14. Are Water and Sewer Projects Cost Tax (MOST) cities ineligible for a FLOST?**

Yes, the cities that levy a MOST tax are ineligible to levy or receive proceeds from FLOST. This means that they are not counted when determining the municipal population in the county levying the LOST, the city levying the MOST cannot share in the proceeds of the FLOST, and the FLOST may not be levied within the municipal boundaries of the city levying the MOST.

Currently, the MOST cities are: Atlanta, East Point, College Park, and Hapeville.

**15. If the school board opts out of the floating homestead exemption, can the county and municipalities still levy the FLOST tax?**

Yes, if the school board opts out, you can still levy the tax assuming all other requirements are met. Schools generally cannot receive revenues from sales taxes other than those authorized by the Constitution (ESPLOST) and certain existing Local Constitutional Amendments (ELOSTs), so it would require such a constitutional amendment specifically authorizing or requiring that school districts receive a share in the FLOST.

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<sup>11</sup> Code Section 48-8-109.33(c)

**16. If my jurisdiction opts out of the HB 581 floating homestead exemption and has an existing base-year or floating homestead exemption, but which only applies to the general maintenance and operations (M&O) levy, would my jurisdiction be blocked from participating in the FLOST?**

No, not on that basis alone. If your local government has an existing floating or base-year homestead exemption of any kind, you may still qualify for the FLOST, even if you opt out of the HB 581 floating homestead exemption. HB 581 only requires that you have some form of a base-year or floating homestead exemption to participate in FLOST. Such exemption can either be a local floating homestead exemption (predating HB 581 or added after) or the HB 581 floating homestead exemption. Please note that the HB 581 floating homestead exemption will apply to all levies, including special service districts, except for bonded indebtedness.

**17. If my county or city decides to opt of the homestead exemption, is it forever ineligible to levy the FLOST?**

No. First, your city or county may already have a homestead exemption in place making them eligible for the FLOST. Second, if there is no homestead exemption in place and your county or city opts out, it can once again become eligible to levy the FLOST in the future through a subsequent eligible homestead exemption put in place by a local Act of the General Assembly.

**18. What happens if we pass a FLOST and our legislative delegation does not approve the renewal, or the voters do not renew it?**

If you pass a FLOST and your legislative delegation does not approve the renewal or the voters do not renew it, then the most likely outcome is an increase in the applicable millage rates. Since FLOST is sales tax being used to offset property tax, if the FLOST expires, the local government will have to cut expenses, raise property taxes, or some combination thereof.

**19. If my county has an ELOST, can we utilize the FLOST?**

If your county has an ELOST, the availability of FLOST depends on a few factors:

- a. Does the exact verbiage of the local constitutional amendment (LCA) limit the distribution of proceeds in the way that FLOST requires? Some of the LCAs are very permissive, and others are very restrictive. Please consult with your local jurisdiction's attorney for a legal opinion.
- b. Is the jurisdiction otherwise eligible to levy a FLOST?
- c. Does the jurisdiction have sufficient room under its local sales tax cap to levy a FLOST? See Code Section 48-8-6(a).

ELOST Counties: Bulloch County; Chattooga County ( and Trion City); Colquitt County; Habersham County; Houston County; Mitchell County ( and Pelham City); Rabun County; Towns County.

**Appendix A: HB 581 - Timeline/Decision Tree**

- 1) November 5, 2024: Statewide ballot measure determining approval of constitutional amendment enabling homestead exemption.
  - a) If the ballot question is not approved, HB 581 is repealed in its entirety. No further action is needed by local governments. All other property tax changes and the FLOST are repealed as well.
  - b) If the ballot question is approved, counties, cities, and school boards may independently determine whether they would like to “opt out” of the homestead exemption and not have the exemption apply to their homeowners.
- 2) Beginning January 1, 2025 through March 1, 2025, local governments may “opt out” and not have their homeowners receive the HB 581 floating homestead exemption.
  - a) If the local government decides not to “opt out” no action is required by the local government and the homestead exemption will go into effect.
    - i) The HB 581 homestead exemption does not replace existing locally enacted homestead exemptions.
      - (1) If your local government has an existing flat dollar homestead exemption, the 581 exemption will be in addition to that exemption.
      - (2) If your local government has an existing base year or adjusted base year exemption, the taxpayer will receive the more beneficial exemption.
    - b) If your local government decides to opt out, it must advertise and hold three public hearings of intent to opt out, and then pass a resolution opting out and file it with the Secretary of State by March 1, 2025.
- 3) If the November 2024 ballot question is approved, your county or city may decide whether to levy a FLOST for property tax relief. You must determine if you are eligible for the FLOST.
  - a) If your county/city does not levy a property tax, you are not eligible to levy/participate in the FLOST.
  - b) If you levy a property tax:
    - i) Your county/city must have a base year or adjusted base year homestead exemption in place.
 

\*This may either be the homestead exemption provided by HB 581 or an existing base year or adjusted base year homestead exemption created by a local Act.
    - ii) The county and every municipality in the county that levies a property tax must also have a base year or adjusted base year homestead exemption in place (HB 581 or existing).
    - iii) If the county or any city that levies a property tax does not have an eligible homestead exemption in place, the county and all cities within are not eligible for the FLOST.

- c) If the eligibility criteria is met:
  - i) The county and city or cities representing at least 50% of the municipal population of cities levying a property tax must sign an intergovernmental agreement (IGA) for the levy of the tax. This IGA will set the rate (up to 1%), duration (up to 5 years), distribution of proceeds among the county and cities, and the ballot question to be used.
  - ii) The levy of the FLOST must be approved by the voters across the county in a referendum.
- d) The FLOST may then be levied for up to 5 years before needing to be renewed. Prior to the expiration of the tax a renewal requires: A local Act by the Georgia General Assembly approving the renewal for the jurisdiction, a subsequent IGA between the eligible county and cities, and a subsequent referendum for the voters to approve the renewal of the tax.

**Disclaimer**

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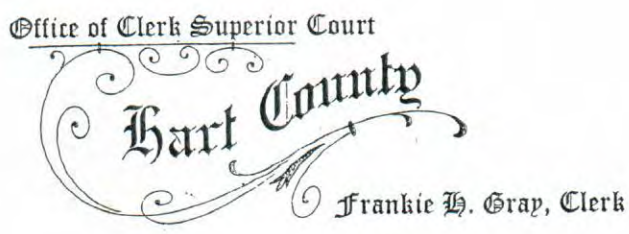
## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 D Clerk of Court Request for Additional Part-time Position (Juvenile Court)

I have attached the correspondence from Clerk of Court requesting an additional part-time position be added to his staff to cover the additional requirement for his office's participation in juvenile court cases.

Terrell



PO Box 386  
Hartwell, Ga 30643  
Phone: 706.376.7189  
Fax: 706.376.1277

01-08-2025

Hart County Board of Commissioners  
County Administrator Terrell Partain,

I come to you today not out of a want but a need. I have always been one to only ask for what I need to improve the office of the Clerk of Superior Court. I think my record speaks for itself over the past sixteen years as Clerk.

This past year there was talk around the State of changes in the Juvenile Court system and that it would require some changes in the way we conduct business in the Clerk of Superior Court Office.

The first of December these changes rolled out and here we are.

To give you a little background on Juvenile court, this is a court that is for children under 16 years old that either have committed a Delinquent Act or may be under the supervision of the Department of Family and Children Services.

We have one Judge that handles all five counties and has been the Judge for several years now. I have looked and just in Hart County he has scheduled thirty-eight different court dates and this does not include the extra court dates he may have to schedule when emergency cases arise.

Senate Bill 401 was passed that took effect January 1<sup>st</sup>, 2025 that orders us Clerk of Superior Courts in the State to have to enter certain codes from Dependency cases and along with that turn in case counts from court proceedings.

The Administrative Office of Court (A.O.C.) will be the recipient of this data and from there I am not sure what happens. I just know that I am going to have to now put a staff member in the Juvenile Court hearings to keep notes on these cases from Hart County that are dependency cases. I have spoken with the other four clerks in my circuit which is Elbert, Franklin, Madison and Oglethorpe and they are planning on putting a staff member in the courtroom on Juvenile court day. The calendar that Judge Caswell sends out has cases from every county in the circuit which means that if he is in Hart County he will have cases from the other four counties here in Hart County.



In talking with the other four clerks it seems that the best thing to do is have someone in there and taking notes to send to each county about their respected cases in order that we get the coding correct on each case.

I have reached out and found that there are 28 counties in the State that have basically the same population as Hart County and the offices have anywhere from 4 to 10 employees in the Clerks office.

In our circuit Franklin County has 9 employees. Madison County 8 employees. Elbert County 5 employees. Oglethorpe County 4 employees. The clerk in Elbert and Oglethorpe are thinking they may request to add an additional employee.

At the end of the day with us having so much more court now and some days we have a Superior Court hearing day and we may have Juvenile the same day. I always attend courts in Superior Court and if I am having Criminal court then I have two staff members that handle criminal are helping me. If I have civil court I have two other staff members that help me with civil for that day. So, if we have a juvenile court that is on the same day it would be essential to have a part time employee to handle the Juvenile court by being in the courtroom and when court is over getting the codes entered correctly.

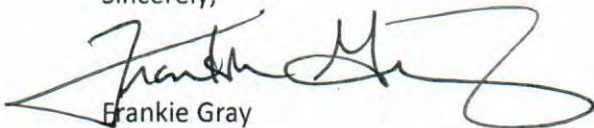
As you are well aware Hart County has been growing, I can tell that by the case load that has increased in civil and criminal filings. I further can tell it with Real Estate filings. Court proceedings takes up a lot of our time and we still have the daily duties of Real Estate, Notary, Adoptions, Military DD-214 records, UCC filings, Accounting and the daily walk in traffic. And in making sure all of this is taken care of we still allot for lunch breaks because we cannot close for lunch by Ga statute.

I don't anticipate this being a full-time position and feel that I can adequately fill this need with a part time position at 20 to 24 hours a week.

I would respectfully request the approval of a part time position to work 20 to 24 hours per week as a Juvenile Deputy Clerk at a Deputy Clerk starting pay rate.

I would be happy to make you a copy of S.B. 401 or anything that you request and further more would be glad to talk with you about this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frankie Gray', written over a printed name.

Frankie Gray

Hart County Clerk of Superior Court



## SB 401 Data Collection

Juv's Name: \_\_\_\_\_

Case No.: \_\_\_\_\_

ProCode	EventCode	Desc	Date	Date Entered in CMS360	Entered by:
X1		CHILD IS PLACED IN LEGAL CUSTODY			
X2		DEPENDENCY PETITION IS FILED			
X3		ATTORNEY APPOINTED FOR CHILD			
X4		GUARDIAN AD LITEM APPOINTED FOR CHILD			
	X5	PRELIMINARY PROTECTIVE HEARING			
	X6A	ADJUDICATION HEARING			
	X6A	ADJUDICATION HEARING COMPLETED [ENTER DATE UNDER X7A & ENTER COMPLETED]			
	X6B	SUBSEQUENT ADJUDICATION HEARING			
X6C		ADJUDICATION HEARING ORDER			
	X7A	DISPOSITION HEARING			
	X7A	DISPOSITION HEARING COMPLETED [ENTER DATE UNDER X7A & ENTER COMPLETED]			
	X7B	SUBSEQUENT DISPOSITION HEARING			
X7C		DISPOSITION HEARING ORDER ENTERED			
	X8	INITIAL REVIEW HEARING			
	X9	ADDITIONAL PERIODIC REVIEW HEARING			
	X10	INITIAL PERMANENCY HEARING			
	X11A	PERMANENCY PLAN HEARING			
	X11A	PERMANENCY PLAN COMPLETED [ENTER DATE UNDER X11A & ENTER COMPLETED]			
	X11B	SUBSEQUENT PERMANENCY PLAN HEARING			
X11C		PERMANENCY PLAN ORDER ENTERED			
X12		MISCELLANEOUS ORDER			
X13		MISCELLANEOUS DOCUMENT OR REPORT			
X14		PETITION TO TERMINATE PARENTAL RIGHTS			
	X15A	TERMINATION OF PARENTAL RIGHTS HEARING			
	X15A	TERMINATION HEARING COMPLETED [ENTER DATE UNDER X15A & ENTER COMPLETED]			
X15C		TERMINATION OF PARENTAL RIGHTS ORDER FILED			
X16		CHILD RETURNED TO CUSTODY PURSUANT TO PROTECTIVE ORDER			
X17		ORDER OF GUARDIANSHIP FILED			
X18		CHILD RETURNED TO CUSTODY WITHOUT PROTECTIVE ORDER			
X19		DEPARTMENT RELIEVED OF LEGAL CUSTODY			
X21		TERMINATION ORDER GRANTING A CONTINUANCE			





# Georgia Court Guide to Statistical Reporting





# *Georgia Court Guide to Statistical Reporting*

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A publication of the Judicial Council of Georgia's Administrative Office of the Courts



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## Overview

The *Georgia Court Guide to Statistical Reporting* (Guide) is a standardized reporting framework for Georgia trial court statistics. The statistics reported through this framework are compiled, analyzed, and published by the Administrative Office of the Courts' Office of Research and Data Analysis (Research).

Since 1976, the JC/AOC has worked with local officials to measure activity in Georgia courts. The ongoing efforts produce statistics for Supreme, Appeals, Superior, State, Juvenile, Probate, Magistrate, Civil, Recorder's, and Municipal courts. Georgia law requires the AOC to "compile statistical and financial data and other information on the judicial work of the courts and on the work of other offices related to and serving the courts, which data and information shall be provided by the courts" (O.C.G.A. §15-5-24 (3)). The AOC serves as the state archive of court statistical information.

The collected data is used to support state and county resource decisions and to assist in policy development. In addition, statewide caseload activity is reported to the National Center for State Courts and other national organizations that inform justice system stakeholders about Georgia's courts. The caseload data serves as a historical description of the courts. The published data is used by judicial branch agencies, state and local executive agencies, project and program managers and grant applicants to support ongoing process and operational improvements. Superior court data is also used in the assessment of judicial workload that can lead to Judicial Council recommendations to the Governor and General Assembly for additional judgeships.

Due to Georgia's non-centralized court system, each class of court and their respective circuits, counties, and cities vary in their administrative structure. Regardless of their organization, the JC/AOC has set for itself the same task: to map caseload data to the reporting framework in this guide. Without common definitions and a standard format for classification, JC/AOC's goal could not be achieved.

The Guide is divided into sections for each class of court in Georgia. Within each section, the Guide contains definitions for how cases should be defined, classified, and counted. Court case management systems should be capable of generating reports that meet the requirements of the Guide. Individual vendors can provide guidance on their specific product capabilities. Research personnel are available to discuss the Guide and assist courts, clerks, and vendors with reporting. Submission instructions can be found in Section 10.

Note that all case categories, case types, case status categories, manners of disposition, and case characteristics are defined as they apply to the Guide. Categories may vary somewhat from other definitions or common usage in any given circuit, county, or municipality.

## Guide Goals

As stated previously, the Guide is a standardized framework for accurately reporting caseload data. Though individual practices vary across courts, this guide seeks to establish a uniform language for statistical reporting with the goal of ensuring that Georgia provides the highest data quality possible.

1. To provide caseload elements with unique, mutually exclusive definitions.
2. To write all definitions clearly and concisely, reducing the possibility of confusion among stakeholders.
3. To have a consistent, high-quality aesthetic.
4. To make minimal changes from year to year, adjusting only when necessary to maintain other goals.



## Section 1 - Common Definitions

Criminal, civil, and traffic caseloads each have their own units of count which remain standard across all classes of court. In addition, caseload data is reported in three ways: Status Categories, Case Characteristics, and Manner of Disposition. Each caseload section and the elements that comprise each section are outlined below.

### Unit of Count

**Criminal:** The unit of count for criminal cases is determined by defendants. This is defined as a count of the number of individuals that have been charged with a criminal offense. Each defendant is categorized based on the most serious offense regardless of the number of charges on the docket.

**Civil:** A petition or civil complaint begins a civil case. A civil case with multiple parties or multiple causes of action is counted as one case. The unit of count for civil cases is each complaint/petition that is filed with the clerk of court.

**Traffic:** The unit of count for traffic cases is by tickets/citations. Each ticket/citation is one case. If a ticket/citation has more than one charge it is still counted as one case and categorized under the most serious offense.

For example, a driver charged with both a DUI and speeding charges under the same citation will only count as one serious traffic filing.

### Status Categories

Caseload reporting captures information about case status during the calendar year reporting period. These case status categories are consistent for each trial court.

**Cases Open:** A count of cases that were filed in any previous year and at the start of the current reporting year and are awaiting disposition.

**Cases Filed:** A count of cases that have been filed with the court for the first time within the current reporting year.

**Cases Disposed:** A count of cases for which an original entry of judgment has been entered during the current reporting year. For cases involving multiple parties/issues, the disposition should not be reported until all parties/issues have been resolved.

### Case Characteristics

#### Introduction

The data on case characteristics captures information related to key policy interests on disposed cases. This data provides additional details about cases that have already been counted in the court's disposed caseload. Data is collected on the number of cases with self-represented litigants and cases with interpreters.

#### Unit of Count

A count of the number of disposed cases that included self-represented litigants and interpreters at any time during the life of the case. The unit of count is the case, not the litigant(s).

- A case should be counted at the point of disposition
- A case with self-represented litigant(s) should be counted as a single case, whether that case has one or more self-represented litigants.
- A case with interpreter(s) should be counted as a single case, whether that case has one or more interpreters.

#### Cases with Self-Represented Litigants:

A self-represented litigant is a person who



advocates on his or her own behalf before a court rather than being represented by an attorney. These litigants are also known as “pro se” or “pro per” litigants if, during the life of the case, one or more parties was self-represented.

For plaintiffs/petitioners, the life of the case is from filing to disposition. For defendants/respondents, the life of the case is from arraignment/answer to disposition. While arraignment procedures may vary, the assumption is that the arraignment is the first opportunity that defendants have to provide the court with their representation status (i.e., to tell the court that an attorney has been retained, to request that the court appoint an attorney, or to inform the court of the defendant’s wish to be self-represented). Therefore, in criminal cases the arraignment (or an equivalent hearing) is considered to be the start of the case for the defendant.

Cases in which the defendant appears at arraignment without defense counsel but requests a court-appointed attorney during the arraignment proceedings should only be included in the self-represented tally if the self-representation continues after arraignment.

Self-represented litigants can take advantage of limited scope legal assistance (also known as limited assistance representation or unbundled legal services) to assist with the preparation of specific documents or to argue certain legal issues in a hearing before a judicial officer. While these self-represented litigants have representation for a specific and limited purpose, they remain fundamentally self-represented.

Thus, cases in which self-represented litigants have obtained limited scope legal assistance are still counted as cases with self-represented litigants.

If a case is disposed by default, do not assume that the non-responding defendant/respondent

was self-represented. If the plaintiff/petitioner was self-represented, the case can be correctly counted as one with a self-represented litigant. However, if the plaintiff/petitioner was represented and the defendant/respondent was at default due to a failure to respond at any point during the life of the case, the case is not to be counted as one with self-represented litigants.

### **Cases with Interpreters:**

A case with an interpreter is a case in which an interpreter is appointed by the court to provide interpretation services in any or all three modes of interpretation (consecutive interpretation, simultaneous interpretation, and sight translation) for a Limited English Proficient (LEP) party from that person’s native language to English and vice versa. Sign Language interpretation is included.

Interpreter services can be provided in person, via telephone, or through other audio/visual technologies. The distinction here is between interpretation as ordered by the court and interpretation that may be provided on an ad hoc basis by a family member or friend.

Interpretation ordered by the court may be provided by anyone the court deems qualified (e.g. certified interpreter, registered interpreter); the underlying assumption is that the court has formally taken note of the need for interpreter services and provided them.

Any interpreter ordered by the court, regardless if for a party, witness, etc., would be counted for a case with an interpreter.

## **Manner of Disposition**

### **Introduction**

Manner of Disposition classifies disposed cases as trial and non-trial. Understanding trial rates and how they vary by case type is of policy interest to court management and the legal profession.



**Unit of Count**

For each case type, count the number of disposed cases that were disposed by the disposition type. For cases involving multiple parties/issues, the manner of disposition should not be reported until all parties/issues have been resolved. When there is more than one type of dispositive action in a case, count as the disposition the action requiring the most judicial involvement. Prioritize actions as follows: jury trials, bench/non-jury trials, non-trial dispositions.

**Notes Specific to Manner of Disposition**

Cases that are deferred to diversion or accountability court dockets (e.g. Drug Court) are not counted as dispositions until they return for final adjudication (e.g. imposition of sentence or dismissal).

**Definitions for Manner of Disposition**

**Jury Trial:** Cases in which a jury is impaneled to determine the issues of fact in the case. A jury trial should be counted when the jury has been sworn, regardless of whether a verdict is reached.

**Bench/Non-Jury Trial:** Cases in which a judge or judicial officer is assigned to determine both the issues of fact and law in the case. A bench/non-jury trial should be counted when the first evidence is introduced,

regardless of whether a judgment is reached.

**Non-Trial:** Cases in which the disposition does not involve either a jury trial or bench trial. This includes but is not limited to:

- Summary judgment
- Settlement
- Alternative Dispute Resolution: If a case was disposed of via a non-trial disposition, and the method of disposition was alternative dispute resolution. Only check if the whole case was resolved via alternative dispute resolution
- Default judgment
- Dismissal
- Transfer to another court
- Bind Over: Transfers (of a case or defendant) to a trial court after a finding of probable cause at a preliminary hearing. Note: include all bind overs, even if the offense is not a felony. **(Currently collected by the Municipal Courts only)**
- Guilty plea/stipulation
- Nolle Prosequi
- All delinquency and dependency non-trial hearings



## Section 2 - Superior Court

### Introduction

Georgia's 159 superior courts are general jurisdiction trial courts exercising both civil and criminal jurisdiction. Superior court judges hear all felony cases, domestic relations cases, equity cases, and other civil matters. Superior courts have jurisdiction to hear appeals from lower courts as provided by the Georgia Constitution, including appeals of judgments from the probate and magistrate courts that are handled as de novo appeals. The superior courts are organized into 51 judicial circuits made up of one or more counties. Superior court judges are constitutional officers who are elected to four-year terms in circuit-wide nonpartisan elections.

For reporting in the Georgia framework, superior court caseload is divided into three major categories: criminal, domestic relations, and general civil. The superior court reporting framework described in the Guide is used for reporting superior court caseload data.

### Superior Court Definitions

#### Criminal

**Death Penalty:** A count of cases in which the prosecuting attorney intends to seek the death penalty and has filed with the clerk of court the necessary written notice. These cases are only to be counted for the year in which they are filed.

**Serious Felony:** Any serious violent felony as defined in O.C.G.A. § 17-10-6.1. Specifically:

- Murder or felony murder, as defined in O.C.G.A. § 16-5-1;
- Armed robbery, as defined in O.C.G.A. § 16-8-41;
- Kidnapping, as defined in O.C.G.A. § 16-5-40;
- Rape, as defined in O.C.G.A. § 16-6-1;
- Aggravated child molestation, as defined in subsection (c) of O.C.G.A. § 16-6-4, unless subject to the provisions of paragraph (2) of subsection (d) of O.C.G.A. § 16-6-4;
- Aggravated sodomy, as defined in O.C.G.A. § 16.6.2; or
- Aggravated sexual battery, as defined in O.C.G.A. § 16.6.22.2;
- Racketeer Influenced and Corrupt Organization (R.I.C.O.) cases as defined by O.C.G.A. § 16-143;

- Home Invasion, as defined in O.C.G.A. § 16-7-5-b.

**Felony:** A count of cases where the offense is punishable by incarceration for one year or more, excluding cases counted as serious felonies.

**Serious Traffic:** Cases including misdemeanor DUI, reckless driving, homicide by vehicle, aggressive driving, and fleeing, or attempting to elude a police officer.

**Misdemeanor:** Any offense punishable by incarceration for less than one year, and/or community service, and/or maximum fine of \$1,000.

**Probation Revocations:** Number of probation revocation petitions filed by either private or public probation officers, including waivers signed by defendants and first offender adjudications.

#### Domestic Relations

**Adoption:** Cases involving a request for the establishment of a new, permanent relationship of parent and child between persons not so biologically related.

**Contempt:** Any case alleging failure to comply with a previously exiting court order.

**Dissolution/Divorce/Separate Maintenance:**



Any case involving the dissolution of a marriage or the establishing of alimony or separate maintenance.

**Family Violence Petition:** Any case in which a family violence or stalking protective order from a family member or domestic partner is requested.

**Modification of Custody:** Any case seeking to change the terms of any previously existing court order concerning custody, parenting time, or visitation. This category also includes petitions for third-party custody and equitable caregiver status.

**Paternity/Legitimation:** Any case not brought by the Department of Child Support Services that involves a determination of biological offspring.

**Support- IV-D:** Cases filed by the Georgia Department of Human Services to request maintenance of a minor child by a person who is required, under Title IV-D of the Social Security Act of 1973, to provide such maintenance.

**Support- Private (non-IV-D):** Cases filed to request or modify maintenance of a parent/guardian or a minor child by a person who is required by law, but who is not under the auspices of Title IV-D of the Social Security Act of 1973, to provide such maintenance.

**Other Domestic Relations:** Domestic relations cases that do not adequately fit into any of the other case types.

#### **General Civil**

**Automobile Tort:** Any tort case involving personal injury, property damage, or wrongful death resulting from alleged negligent operation of a motor vehicle.

**Civil Appeal:** Any case disrupting the finding of a limited jurisdiction trial court, department, or administrative agency.

**Contract:** Any case involving a dispute over an agreement between two or more parties.

**Garnishment:** Any case where, after a monetary judgment, a third party who has money or other property belonging to the defendant is required to turn over such money or property to the court.

**General Tort:** Any tort case that is not defined or is not attributable to one of the other torts.

**Habeas Corpus:** Any case designed to test the legality of the detention or imprisonment of an individual, not the question of guilt or innocence.

**Injunction/Mandamus/Other Writ:** Cases involving a written court order directed to a specific party, requiring that party to perform or refrain from performing a specific act.

**Landlord/Tenant:** Any case involving landlord/tenant disputes wherein the landlord removes a tenant and his/her property from the premises or places a lien on tenant property to repay debt.

**Medical Malpractice Tort:** Any tort case that alleges misconduct or negligence by a person in the medical profession acting in a professional capacity, such as doctors, nurses, physician's assistants, dentists, etc.

**Product Liability Tort:** Cases alleging that injury is caused by the manufacturer or seller of an article due to a defect in, or the condition of, the article sold or an alleged breach of duty to provide suitable instructions to prevent injury.

**Real Property:** Any case involving disputes over the ownership, use, boundaries, or value of fixed land.

**Restraining Petition:** Any petition for a restraining order that does not result from a domestic altercation or is not between parties considered to be in a domestic relationship.

**Other General Civil:** Any case in which a plaintiff requests the enforcement or protection of a right or the redress or prevention of a wrong but does not fit into one of the previously defined case categories.





## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 E Letter to GDOT Requesting Parallel Temporary Bypass Bridge while replacement of Hwy 51 Bridge over Lightwood Log Creek (Trussel Bridge) Construction takes place

Commissioner Dorsey requested this to be on the agenda. It concerns the replacement of trussell bridge on Hwy 51.



## **MEMORANDUM**

Terrell Partain,  
County Administrator  
January 11, 2025

RE: Item 13 F Fire Department Request to Purchase Used Fire Engine and Tanker

Attached is documentation from the Fire Department requesting consideration of purchasing a tanker. The tanker is located just Wesley Chapel NC. The details and pictures are attached.



## HART COUNTY FIRE DEPARTMENT

127 W. Gibson Street, Hartwell, Georgia 30643  
706-376-8515



January 09, 2025

Reference: **Replacement Tanker for Station 6**

A Tanker at Wesley Chapel Fire Department, Wesley Chapel, NC has been put up for sale.

It is a 1995 Ford FT900 tandem 2500-gallon elliptical tank.

They are asking **\$75,000.00** for this apparatus.

It has a 5-speed manual transmission, a Hale 400 GPM PTO driven side mount pump.

3-sided electric dump chute operated from within the cab of the apparatus, 2 drivers side discharges, 1 cross lay, 1 drivers side suction and there are 2 suction connections on the rear.

The mileage on it is **11,990**. The truck is **27.5 feet long** and Chief McLendon said it is in the ballpark of **8'-9" tall**. This will fit inside Station 6 without any effort.

Once again this also has a manual transmission.

This truck is on Brindle Mountain stock number 18686. Several pictures are on there. Chief McLendon sent me several pictures of the under carriage of this apparatus and it looks clean.

**We still need to go look at it before any final decisions are made.**

In having a discussion with the HCFD Captains they are in agreement for this tanker to be placed at Station 6 to replace tanker 6 and pumper 6. (Pumper 6 is out of service)

Placing it at Station 6 will help with the water supply for station 6, 10 and 7.

**Tanker 6** will be moved to Station 10 so this station will now have a tanker in it. This will help with the water supply issue in Station 10's area.

If this apparatus is purchased there will be an additional \$2500.00-\$3000.00 cost associated with it. Lettering the truck, insurance, and equipment.

**Total cost will be in the range of \$77,500.00 to \$78,000.00 to place it into service.**



THIS VEHICLE IS EQUIPPED WITH A BACK-UP ALARM. WHEN BACKING, THE ALARM MUST SOUND. THE OPERATOR IS RESPONSIBLE FOR THE SAFE USE OF THIS VEHICLE.

MASTER SWITCH ALLEY LIGHTS WIG-WAG LIGHTS REAR WORK



D/S	D/S	REAR	P/S	P/S
DUMP	CHUTE	DUMP	CHUTE	DUMP



FEDERAL SIGNAL CORPORATION PA300  
HORN SIREN MANUAL RADIO WAIL YELP HI-LO GAIN OFF

MOTOROLA

H  
UCFD  
UCFD-DISP

Dn ZnUp Scan RSSI















