



Hart County Board of Commissioners
Tuesday February 11, 2025
6:00 p.m.

Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. Public Hearing on opting out of HB 581
7. APPROVE MINUTES OF PREVIOUS MEETING(S)
01/28/2025 Regular Minutes
02/04/2025 Work Session Minutes
8. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
Terri Partain, Director IBA
9. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
10. COUNTY ADMINISTRATOR'S REPORT
January Financial Report
11. CHAIRMAN'S REPORT
12. COMMISSIONERS' REPORTS
13. OLD BUSINESS
 - a) Road Stripping List
 - b) Solid Waste Fee Schedule
 - c) Little League Recreation use Agreement
 - d) 2023-2024 Paving Bid Opening
 - e) FY 24 Final Budget Amendments
 - f) Approval of advertising for Bid for the Installation of Tennis / Pickleball Court Lights
14. NEW BUSINESS
 - a) Class B Malt Beverage & Wine License (off premises consumption) Bikash Rai DBA Airline Store LLC, 1117 Airline Store Road, Bowersville GA
 - b) Class A Malt Beverage & Wine License (on premises consumption) Scott Barfield, DBA Boat House Grill, LLC, 141 Hartwell Marina Road, Hartwell GA
 - c) Distilled Spirits License- Scott Barfield, DBA Boat House Grill, LLC, 141 Hartwell Marina Road, Hartwell GA
15. PUBLIC COMMENT
16. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
17. ADJOURNMENT

Hart County Board of Commissioners
January 28, 2024
6:00 p.m.

The Hart County Board of Commissioners met January 28, 2025 at the Hart County Administrative & Emergency Services Center.

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

1. Prayer

Prayer was offered by Chairman Sayer.

2. Pledge of Allegiance

Everyone stood in observance of the Pledge of Allegiance.

3. Call to Order

Chairman Sayer called the meeting to order.

4. Welcome

Chairman Sayer welcomed those in attendance either in person, viewing on HTC or Hart County Board of Commissioners YouTube.

5. Approve Agenda

Commissioner Teasley moved to amend and approve the agenda by adding third and final reading of SB White Road for “No Through Trucks” under 12h; 13c for 2026 Employee Health, Dental and Vision Insurance and under item 15 Real Estate Acquisition. Commissioner Brown provided a second to the motion. Motion carried 5-0.

6. Approve Minutes of Previous Meetings(s)

Commissioner Bennett moved to approve the January 14, 2025 minutes. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

7. Remarks By Invited Guest, Committees, Authorities

None

8. Reports By Constitutional Officers & Department Heads

None

9. County Administrator’s Report

None

10. Chairman's Report

Chairman Sayer requested everyone to keep the Dennis Bowers and Buddy Crocker families in pray for the passing of their loved one.

11. Commissioners' Reports

Commissioner Bennett offered his condolences to the Dennis Bowers and Buddy Crocker families.

Commissioner Bennett gave apologies for critical comments of Courthouse employees he made during the January 14, 2024 meeting. He stressed the Judges, Clerk of Court, Tax Commissioner and all employees go above and beyond their 8:00-5:00 hours to serve the Public. He commended them all for their teamwork.

Commissioner Teasley commended Animal Control Office Cory Payne for the good job he does.

Commissioner Brown asked everyone to keep those suffering from the ill effects of the HPA1 poultry virus in their prayers and thoughts as the virus has a great effect on all poultry producers. Commissioner Brown stated the poultry industry is the number one economic driver in Hart County. He commended CA Partain for his help with Georgia EMA.

Commissioner Dorsey also offered his condolences to the Bowers and Crocker families. He requested a work session to discuss the ongoing problems at the Solid Waste Transfer Station.

12. Old Business

a) Fire Department Request to Purchase a Used Fire Engine

Chairman Sayer moved to purchase a used fire engine from Grove Fire Department, station 18 in Anderson, South Carolina for \$27,500 from SPLOST VI funds. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

b) Fire Department Request to bid for Single Vehicle Building beside the Fire Administration office.

Commissioner Bennett moved to solicit bids for a single vehicle building installation to be located beside the Fire Administration office. Commissioner Brown provided a second to the motion. The motion carried 5-0.

c) Board of Assessors Applicant Interviews

Gail Smith and Matthew Denton were interviewed.

d) Board of Assessors Vacant Position Appointment

Commissioner Dorsey moved to discuss the applicants during Executive Session. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

e) Bid Award for Tennis / Pickleball lights

Commissioner Dorsey moved to accept the \$59,000 bid from Musco Lighting LLC. Chairman Sayer provided a second to the motion. The motion carried 5-0.

f) Road Striping List

Chairman Sayer moved roads that haven't been striped in the last 5 years be added to the list. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

g) Transfer Station Hours of Operation and Scale Closing Policy

A work session concerning the transfer station was set for February 4, 2025 at 5:30 pm.

h) SB White Road – No Through Trucks – Third and Final Reading

Commissioner Bennett moved to accept the 3rd and final reading adding SB White Road to No Through Trucks list. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

13. New Business

a) Acceptance of Carlota Way and Nylah Ln (Subdivision Early Dr.) into County Road System

Chairman Sayer moved to accept Carlota Way and Nylah Lane into the county road system, contingent upon our Road Superintendent's approval of all requirements being met with the roads. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

b) Legacy Link Agreement Addendum #1 FY 25

Commissioner Dorsey moved to approve Legacy Link agreement addendum #1 FY 2025. Commissioner Brown provided a second to the motion. The motion carried 5-0.

c) 2025-2026 Employee Health, Dental and Vision Insurance

Commissioner Dorsey moved to accept Blue Cross/Blue Shield Anthem quote for 2025-2026 employee health, dental and vision insurance renewal proposal. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

14. Public Comment

Jason Medlin, Solid Waste Transfer Station employee, addressed the board concerning problems and issues at the Transfer Station.

Sandra Smith spoke on the problem with owners allowing their dogs to run loose and with stray dogs in her neighborhood

15. Executive Session – Litigation – Personnel – Real Estate Acquisition

Commissioner Dorsey entered a motion to exit into Executive Session and allow Magistrate Judge Thomas Jordan to attend to discuss litigation, personnel matters and real estate acquisition. Commissioner Brown provided a second to the motion. The motion carried 5-0.

Chairman Sayer entered a motion to exit Executive Session. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

Chairman Sayer entered a motion to reconvene the regular meeting session. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

Commissioner Brown entered a motion to approve Magistrate Judge's request to move Magistrate Court Chief Deputy Clerk pay grade to 15. Commissioner Teasley entered a second to the motion. The motion carried 5-0.

Chairman Sayer entered a motion to appoint Gail Smith as a Hart County Property Assessor, with unexpired term to end 12/31/2026. Commissioner Joey Dorsey entered a second to the motion. The motion carried 5-0.

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

Chairman Marshall E. Sayer

Betty Floyd, Associate County Clerk

Hart County Board of Commissioners
Called Meeting/Work Session
February 4, 2025
5:30 p.m.

The Hart County Board of Commissioners met Tuesday, February 4, 2025 at 5:30 p.m.

Chairman Sayer called the work session to order, with Commissioners Bennett, Teasley and Brown in attendance.

Commissioner Teasley moved to approve the agenda. Commissioner Brown provided a second to approve the agenda. The motion carried 4-0.

Commissioner Dorsey entered the meeting.

1. Transfer Station Discussion

In County versus Out of County residential fee structure, trees and stumps acceptance were discussed.

2. ISO Discussion

Areas and items needed to reduce the County Insurance Services Office's Public Protection Classification (ISO PPC) rating were discussed. Also discussed was when to next request an analysis of the structural fire suppression delivery system provided in Hart County.

3. Road Striping Discussion

County Administrator Partain reported that the County had enough funds to re-surface, stripe and install stop bars on approximately 200-225 miles of roads. Discussion was heard for the various roads that quality for center lane yellow lines only versus center lane yellow and fog lines.

4. Other Items as time allows

None

Chairman Sayer dismissed the meeting.

Marshall Sayer, Chairman

Betty Floyd, Associate Clerk
to the Hart County
Board of Commissioners

FY 2025 Budget Financial Dashboard

FY 2024 Budget Financial Dashboard	October	November	December	January	YTD	TARGET	GAP to TARGET	% GAP to TARGET
Revenues	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366				
Expenditures	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366				
Actual Revenue	\$899,828	\$840,298	\$2,864,328	\$5,470,380	\$10,074,834	\$5,905,463	\$4,169,370	71%
Actual Expenses	\$1,690,600	\$1,199,310	\$1,342,146	\$1,502,650	\$5,734,706	\$5,905,463	-\$170,758	-3%
Monthly Variance	-\$790,772	-\$359,012	\$1,522,182	\$3,967,730	\$4,340,128		\$4,340,128	
YTD (Reserve Drawdown)	-\$790,772	-\$1,149,784	\$372,398	\$4,340,128				
Real Property (Target \$583K)	\$8,998	\$5,076	\$1,399,322	\$3,962,038	\$5,375,433	\$2,332,000	\$3,043,433	
LOST (Target \$343K)	\$331,150	\$379,537	\$479,276	\$387,318	\$1,577,281	\$1,372,000	\$205,281	
EMS Fees (Target \$95.8)	\$158,958	\$105,245	\$115,170	\$103,623	\$482,996	\$383,200	\$99,796	
Vehicle Title Fee (Target \$141K)	\$147,790	\$151,124	\$136,325	\$145,345	\$580,584	\$564,000	\$16,584	

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
February 7, 2025

RE: Item 12 A Road Stripping List

Attached are the list of roads that were discussed during the work session on February 4, 2025, there is also an additional list from the Road Superintendent and Commissioner Dorsey that was produced after the work session.

We budgeted in FY 25 SPLOST V Roads budget the amount of \$500,000.00 for re-striping of roads that weren't included in the repaving bids. The budget number I got to budget to calculate the number of miles by is \$1850.00 per strip, per mile. I am working on a combination of list and budget number for each road and will have ready for the meeting.

		1850	4
Yellow & White - Main Roads		\$121,962	SB
End of Reed Creek	1.238	\$9,361	1
Mt Olivet	5.524	\$41,278	2
Bethany-Bowersville from 29 to Airline-Goldmine	3.6	\$27,040	2
Shirley Road	0.984	\$7,682	2
Nancy Hart School Road	2.31	\$17,494	2
Hickory Crossing Rd	2.528	\$19,107	2
	16.18		

Yellow OnlySchool Traffic

SB

Friendship	2.333	\$9,032	2
John W Jordan	1.640	\$6,468	2
Bio Lane	2.436	\$9,413	2
Hodges Mill Rd	2.669	\$10,275	2
Ankerich Rd	1.842	\$7,215	2
Kelly Rd	1.252	\$5,032	2
Beacon Light	2.909	\$11,163	2

Main Cut Thru Roads

Zion CME Church Rd	1.790	\$7,023	2
Nancy Hart School Rd	2.130	\$8,281	2
Hickory Crossing	2.528	\$9,754	2
Hodges Mill Rd	2.669	\$10,275	2
Liberty Hill	4.560	\$17,272	2
Liberty Hill Church Rd	3.798	\$14,453	2
Whippoorwill Trail	3.376	\$12,891	2
Montevideo	4.308	\$16,140	1
Deer Run Lane	2.000	\$7,800	2
Mouchet - completely gone	1.820	\$7,134	2
Bartlett - completely gone	1.438	\$5,721	2
Friendship Rd	2.333	\$9,032	2
Old Elbert	4.519	\$17,120	2
Sherman Dove - completely gone	0.496	\$2,235	2
Landfill Rd	0.577	\$2,535	2
Valley Hart Rd	0.510	\$2,287	2
Elrods Ferry	1.340	\$5,158	1
Methodist Park Lane	0.395	\$1,662	1
Paynes Creek	1.530	\$5,861	1

Grace Baptist Church Rd	1.622	\$6,401	2
McLane-Morris	1.551	\$6,139	2
Mt Olivet School Rd	0.800	\$3,360	2
Ellis Dr	0.746	\$3,160	2
Allen-Orsley Rd	1.307	\$5,236	2
Stephen Johnson Rd	0.759	\$3,208	2
Old Beacon Light Rd	1.223	\$4,725	1
Twin Branch	0.982	\$4,033	2
Adamstown Rd	2.269	\$9,195	4
Center of the World	0.908	\$3,760	2
Cherokee Ridge	0.821	\$3,238	1
Sunset Dr	0.498	\$2,243	2
Dobbs Landing	1.642	\$6,275	1
Whippoorwill Trail			

2300 \$98,900

Rumble Strips

Both Sides

Liberty Hill Church Rd at Liberty Hill Rd	2	\$4,600
Bethany-Bowersville at Airline Goldmine	2	\$4,600
Lankford at Ridgeview	2	\$4,600
Beaverdam Farm at Redwine	2	\$4,600
Parkertown at 77	2	\$4,600

Both Ends

Airline School Rd	2	\$4,600
Ridgeview	2	\$4,600
Junction 77	2	\$4,600
Shoal Creek Rd	2	\$4,600
Shirley Rd	2	\$4,600
Beacon Light Rd	2	\$4,600

At Intersection

Eagle Grove @ 172	1	\$2,300
Liberty Church Rd @ 172	1	\$2,300
Bethany-Bowersville @ 29	1	\$2,300
Nancy Hart School Rd @ 77 Spur	1	\$2,300
Montevideo @ 77 Spur	1	\$2,300
Lankford @ Bowersville Hwy	1	\$2,300
Redwine @ Bethany-Bowersville	1	\$2,300
Corinth Church Rd @ Hwy 17	1	\$2,300
Goldmine Holly Springs @ 29	1	\$2,300
Airline Goldmine @ 29	1	\$2,300
Airline Goldmine @ Blackmon Rd	1	\$2,300
Hickory Crossing @ 77	1	\$2,300
Rocky Ford @ 77	1	\$2,300
Boleman Hill @ 51	1	\$2,300
Reed Creek School Rd @ 51	1	\$2,300
Reed Creek Hwy at the very end	1	\$2,300
Clay Brown @ 29	1	\$2,300

Beaverdam Farm @ Bethany Bowersville new paving?	1	\$2,300
Shoal Creek Church Rd @ Knox Bridge	1	\$2,300
Mt Olivet @ 51	1	\$2,300
Mt Hebron @ 51	1	\$2,300

District 5 Road Striping List

Eagle Grove School Road
Bethany Bowersville from 29 to Airline Goldmine Rd
Clay Brown Rd
Allen Orsley Rd
Holmes Rd
Hickory Crossing Rd
Bio Lane
E & M Dairy Road
Seed Cleaner Rd
Moon Road
Robert Reid Rd
Corinth Church Rd
Lettie Ruth Drive
Sherman Payne Rd
Duncan Rd
Bailey Rd
Kay Nursery Rd
Partlow Rd
Goldmine Holly Springs Rd
Omer Bond Rd
Otis Skelton Rd
Stephen Johnson Rd
Shiloh Church Rd
Friendship Rd
Bear Creek Rd
Beaver Creek Rd
Kesler Rd
Ray Weaver Rd
Brooks Rd
Virginia Hills Rd
Asbury Rd
Dockery Rd
Grace Baptist Church Rd
Ridgway Rd

DISTRICT 1

Priority - do these before others

- 1 Bio Lane - school
- 2 E&M Dairy - school
- 3 Hickory Crossing + white lines
- 4 Hodges Mill
- 5 Liberty Hill Rd
- 6 Montevideo + white lines
- 7 Nancy Hart School Rd + white lines
- 8 Whippoorwill Trail

Lesser Priority

- 9 Cedar Creek Circle
- 10 Parkdale - county only
- 11 Sterling Drive - barely visible

Least Priority

- 12 Ellis Dr
- 13 Ernest Oliver
- 14 Flat Rock
- 15 Friendship - Zion to Clay Brown
- 16 Homestead
- 17 Lewis Rd
- 18 Ragan's Rd
- 19 Seed Cleaner Rd



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 12 B Solid Waste Fee Schedule

There were several ideas discussed during the work session as to fee schedules and operations policies for the Transfer Station. This will be a time to take any official action you wish concerning this matter.



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 12 C Little League Recreation use Agreement

Attached is the standard use agreement for Hart County Little League's use of the recreational facilities for the 2025 baseball season. I have a signed copy from the Little League on agreement to the terms listed.

HART COUNTY RECREATION AND PARKS DEPARTMENT FACILITY/SPACE USE AGREEMENT

AGENCY: Hart County Little League, Inc.
Post Office Box 385
Hartwell, GA 30643

I. PARTIES

This space use agreement is made this 26 day of November, 2024, by and between the Hart County Recreation and Parks Department (referred to as the LESSOR hereinafter), a Department of the Hart County Board of Commissioners and the Hart County Little League, Inc., a non-profit, Georgia corporation, (hereinafter referred to as the AGENCY). The Facility Use Agreement must be approved by the Hart County Board of Commissioners.

II. TERMS OF SPACE USE AGREEMENT

This space use agreement shall begin on **February 1, 2025** and end **July 31, 2025**.

III. The Recreation and Parks Director will hold a non-voting position on the Little League Board of Directors (LLBD). However, the Recreation and Parks Director can be voted on the HCLL membership as any other candidate.

IV. LOCATION

This agreement covers the use of the Hart County Recreation and Parks Department's baseball and softball fields and baseball/softball concession facility at the Hart County Sports and Recreation Complex (SRC) and the baseball and softball fields and the concession facility at the Clay Street Park. Usage of other Recreation Department facilities will be evaluated on a case by case basis and approved by the Recreation and Parks Director. The premises will be used for the following purpose(s):

The operation of the Hart County Little League program, including, but not limited to, meetings of league personnel, player activities (registration, try-outs, team practices, and games), and hosting of Little League sanctioned tournament games.

V. POINTS OF USE

- A. The LESSOR and the AGENCY shall operate their respective programs independently during joint use of the facility: grounds and fields, including concessions.
- B. The LESSOR agrees to maintain and upkeep all grounds/field maintenance during scheduled work days.
- C. The LESSOR shall determine condition of the fields during inclement weather. If LESSOR determines any or all fields/grounds are not suitable for play prior to the scheduled start time, the AGENCY shall not operate its program on that particular day. Once games have started, suspension and termination of games underway shall fall under the jurisdiction of the rules and regulations governing games played under the sanction of the AGENCY. All requests and input from LESSOR will be given consideration by AGENCY at any time. LESSOR maintains the right to close the facilities at any time due to safety concerns.
- D. **During LESSOR holidays fields will not prepared for games or practices by LESSOR staff. If games are scheduled the AGENCY is responsible for field preparation. Hand tools, line painter with paint, and a line chalk machine with chalk will be provided.**
- E. The AGENCY shall at all times keep the premises clean and in good order during its use of the grounds and fields, including, but not limited to, bathrooms, dug-outs, press boxes, and concessions. **Trash may not be left outside the concession building. Dugouts must be cleaned after each activity (practice, games, etc.). AGENCY agrees to put the trash cans inside the fenced area and close the field gates.**
- F. The LESSOR agrees to assist the AGENCY with the following aspects of the AGENCY'S program: distribute general registration information.

- G. The AGENCY shall be solely responsible for the implementation and operation of its program, including, but not limited to, receiving registration packets and monies, insurance requirements, concussion information, scheduling games, reviewing parent's/public complaints, purchasing necessary equipment, evaluating and assigning coaches, and all other needs to operate throughout the duration of this space use agreement.
- H. AGENCY agrees to turn off lights when ballfields are not in use. Agency agrees to ensure locks on ballfield light control boxes are locked each use (Clay Street Park fields). The Agency President and Vice President will be added to the list of administrators who can turn-on and schedule the lights at the SRC. Other AGENCY Board members may be added as needed. SRC lights will only be used for AGENCY events. If locks are left unlocked and go missing, the AGENCY will be responsible for the replacement costs to the LESSOR.
- I. The AGENCY shall report any damages to property, major incidents (injuries, suspensions, or general), maintenance problems, and such to the LESSOR within 48 hours of occurrence.
- J. The AGENCY shall insure a Board Member be present at all times during program operating hours, not including practices and available to Recreation Department staff. The AGENCY will provide the Recreation Department with a schedule as to which Board Member will be on duty.
- K. The LESSOR shall assign a representative to the AGENCY to insure communication between the parties and to uphold the space use agreement.
- L. The AGENCY agrees to provide financial assistance to the LESSOR for field maintenance and upkeep during the agreement year when funds are available; however, the AGENCY will be required to purchase drying agent for the fields during its season and will also purchase line paint and line chalk for its program during the agreement year.
- M. The AGENCY agrees to provide the LESSOR with a schedule of program dates two weeks prior to opening day and to inform the LESSOR of any changes within one week of the change or sooner during the season. During the AGENCY'S non-operating hours, the fields will be made available for public use.
- N. The AGENCY agrees to save, defend, and hold harmless the Hart County Recreation and Parks Department, the Board of Commissioners, its agents, and employees from any and all claims for property damage and bodily injury (including death) which result from the AGENCY'S use or occupancy of these premises.
- O. The AGENCY agrees to faithfully adhere to all applicable federal, state, and local statutes, rules and regulations.
- P. The AGENCY agrees to adhere and to enforce the **NO TOBACCO POLICY** in Hart County Parks and Facilities.
- Q. The AGENCY will lock all light box locks after use each day at the Clay Street Park.
- R. **12 Keys for the Hart County Sports & Recreation Complex Baseball/Softball Score Tower building have been provided to all Little League Board members. A list of who actually has each key will be provided to the Recreation Director. All keys issued to the AGENCY will be returned at the conclusion of this Facility Use Agreement. If keys are not returned by July 31, 2024, each lock will be replaced, at the expense of the AGENCY. Keys may not be duplicated.**

VI. CANCELLATION PRIVILEGE

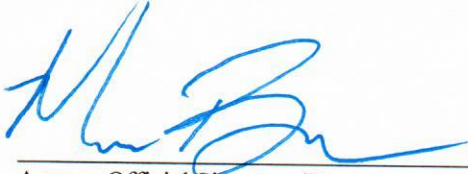
It is understood and agreed that either party may cancel the Space Use Agreement with two week's written notice.

VII. SPECIAL STIPULATIONS

- A. AGENCY will have priority access and use of the ball fields located at 1277 Elberton Hwy. (field 1, field 2, field 3, field 4), and the Clay Street Parks fields (Youth Softball, Minor League, Senior League, Little League fields) from February 1 until July 31 of the contract year, notwithstanding the provisions of Paragraph IV (K) herein above.
- B. AGENCY will be solely responsible for solicitation and management of its sponsors. LESSOR agrees to allow the placement of signage for sponsors on the fences of the fields, and both parties agree that these signs shall remain up for duration of the season and any post season activity (February 1 until July 31). LESSOR will approve sign content prior to acquisition. AGENCY will be responsible for placing the sponsor signage in the proper locations (field

fencing) and AGENCY will keep those signs updated as necessary at no costs or effort of the LESSOR. No signage shall be placed on any section of a backstop. The AGENCY will remove ALL sign within one (1) week of the contract completion.

- C. LESSOR agrees to maintain and upkeep its current public address system located throughout the park. AGENCY agrees to purchase or lease/rent any public address system needed solely for its programs. Agency agrees to ensure all interior and exterior doors and windows are closed and locked each day/night at the SRC Score tower.
- D. For the programs covered under this contract, the AGENCY agrees to voluntarily comply with Georgia Open Records Laws.



Agency Official Signature/Date

Hart County Little League

Agency Official Print Name

Address

Hartwell, Georgia 30643

City, State, Zip Code

Chairman
Hart County Board of Commissioners

Date



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 12 D 2023-2024 Paving Bid Opening

We have received seven bids for the 2023-2024 paving project.



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 12 E FY 24 Final Budget Amendments

Each year to complete the outside audit process we make final budget amendments to all funds as deemed necessary by the accountants to balance the revenues and expenditures for the year.

Attached is the required resolution that is required for this. There is a list of funds and department or agency numbers that funds will be moved from or into to accomplish this.

This covers all the additions of personnel that were added, increases associated with occupying the new jail, etc. to the general fund. This is true for the restricted funds of ARPA and others where no revenue is coming in and expenses are paid from reserves, etc. during the FY 24 budget. Overall we finished the FY 24 year in the positive side.



Final Budget Amendment Resolution 2024

WHEREAS, the Hart County Board of Commissioners is committed to a balanced budget; and

WHEREAS, there are situations that arise that warrant budget amendments; and

WHEREAS, there is a need to amend **any fund that exceeded budgeted revenues or expenditures as required by State law.**

NOW, THEREFORE, BE IT RESOLVED, that the Fund Budgets be amended as follows.

General Fund. The following departments are appropriated additional budget appropriations to match actual expenditures:

Board of Elections (14000), County Attorney (15300), Tax Commissioner (15450), Tax Assessor (15500), Risk Management (15550), Building Maintenance (15650), Addressing and Permitting (15900), Superior Court (21500), Clerk of Court (21800), Probate Court (21500), Board of Equalization (27001), Public Defender (28000), Sheriff Office (33000), Jail Operations (33260), Emergency Medical Service (36000), Coroner (37000), Animal Control (39100), Senior Center (55200), Transit (55400), Recreation Department (61000), UGA Extension Service (71300), Economic development (75000), Community Action Programs (76300), and Adult Basic Education (Literacy Center) (76400).

Other Funds:

Fund 201, Drug Abuse Treatment and Education Fund, Fund 203 Insurance Prem., Fund 204 Jail, Fund 205 Law Library, Fund 206 Behavioral Health, Fund 210 Confiscated Assets, Fund 215 E911 Fund, Fund 220, Multiple Grant Fund, Fund 230, ARPA Fund, Fund 251, EIP Combined Fund, Fund 275 Hotel-Motel Tax Fund, Fund 532 Healthcare

Commissioner _____ entertained a motion to approve this amendment. Commissioner _____ provided a second to the motion. The motion carried ____.

SO RESOLVED, this 11th day of February 2025.

HART COUNTY BOARD OF COMMISSIONERS

Marshall Sayer, Chairman

ATTEST:

Betty Floyd, Associate County Clerk

(Seal)



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 12 F Approval of advertising for Bid for the Installation of Tennis /
Pickleball Court Lights

Jim is requesting permission to send out for bids for the installation of the equipment purchased for the project.

**HART COUNTY BOARD OF COMMISSIONERS
800 Chandler Street
HARTWELL, GA 30643**

DATE: February 3, 2025

BID NOTICE

Sealed bids for **installation of Court Lighting System** located at the 200 Clay Street, Hartwell, GA, 30643, subject to the conditions and provisions set forth in the attached bid package will be received at the Hart County Board of Commissioners office until Thursday, February 20, 2025 at 3:30 PM. The commodities and/or services must be furnished as described and specified in this package.

Bids must be received either via mail or hand delivered in a **sealed envelope**. Faxed or emailed bids cannot be accepted.

Please address mailed bids, Fed-Ex, UPS, or hand delivered bids to:

HART COUNTY BOARD OF COMMISSIONERS
800 CHANDLER STREET
HARTWELL, GA 30643
Attn: Terrell Partain, County Administrator

Also, please show the following on the OUTSIDE of the envelope:

BID FOR Court Lighting System Installation, "Company Name"

NOTE: Some "Next Day" deliveries may not get delivered to this office prior to the bid opening. Please be aware of this and make arrangements to have your bid here on time, as late bids will be rejected.

NOTICE: If you are downloading this information from a web page, you must register with Hart County at the contact information listed in **Section V, Interpretations or Addenda** or via email at bfloyd@hartcountyga.gov . This is the only way Hart County can be sure that you receive all addendum and relevant information for this bid.



**HART COUNTY PUBLIC WORKS DEPARTMENT
BIDS FOR Court Lighting System Installation**

**DATE BIDS DUE: Thursday, February 20, 2025
3:30 p.m.**

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

The (Company)_____

submits herewith Bid in response to bid request in this package, and in compliance with the description(s) and/or specification(s) attached hereto:

NOTE: You must sign and complete the Bid Supplemental Form and Contractor Affidavit.

PRICE:

Price in Numbers

Price in Words

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

Addendum No: _____

Dated: _____

OFFICIAL COMPANY ADDRESS _____

EMAIL ADDRESS: _____

SIGNATURE _____

PRINT NAME _____

TITLE _____ PHONE _____

DATE _____ FAX _____

Corporate Seal (if applicable)

**BID SUPPLEMENTAL FORM
HART COUNTY BOARD OF COMMISSIONERS**

DATE: _____

NOTICE: *Hart County Purchasing Policy prohibits awards to a (1) county employee, (2) employee of a constitutional officer, (3) a Board of Commissioner Member, (4) Constitutional Officer or to a company/business where a county employee/Constitutional Officer holds any interest. These prohibitions also apply to immediate family members of those listed above. By signing below you are confirming that these prohibitions do not apply to your company/bid.*

References: Name Title Organization Phone Number email address

1.

2.

3.

The _____(Bidder) takes the following exceptions to the specification and bid documents:

(Important: See section IIb)

SIGNATURE: _____

CONTRACTOR AFFIDAVIT AND AGREEMENT OF COMPLIANCE WITH GEORGIA LAW 13-10-91 (1/1/10)

By executing this affidavit, the undersigned contractor verified its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the Hart County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United State Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Hart County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE ____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

SUMMARY

CLAY STREET PARK TENNIS AND PICKLEBALL COURT LIGHTING PROJECT

1.1 SCOPE OF WORK – INSTALLATION & ELECTRICAL DISTRIBUTION

- A. Work shall be coordinated to be scheduled as to impose the least amount of impact on daily community activities
- B. Demo existing fixtures on Tennis Courts 1-2 and dispose of all used equipment.
- C. Install new fixtures and cross arms per manufacturer requirements on to existing poles
 - 1. Tennis Courts 1-2: Contractor will install owner provided fixtures and cross arms on existing 40' poles and aim fixtures per manufacturer recommendations.
 - 2. Tennis/Pickleball Courts: Contractor will install owner provided fixtures and cross arms onto 30' anchor base poles, erect and aim fixtures per manufacturer recommendations.
- D. Provide grounding for all poles to meet local codes
- E. Contractor responsible for 811 locate, any directional boring, concrete cutting and pour back to original state, etc. Routes shall be field verified and written plan shall be submitted to owner and approved prior to start
- F. Provide and install new lighting Control Panels (x2) with contactors next to existing service panels.
 - 1. Electrical service for Tennis/Pickleball Courts is located in restroom building
 - 2. Electrical service for Tennis 1-2 is located adjacent to courts
- G. Provide and install circuits from electrical service panel to owner provided fixtures. All circuits will remain below grade from service panel to base of pole and remain in the pole to a contractor provided junction box at top of pole.
- H. Provide and install conduit from Player Activated Push-Button Control from lighting control cabinet (All exposed conduit and elbows shall be galvanized rigid, rest shall be schedule 40 EPVC. Where degrees exceed 270, pull boxes shall be installed, Quazite or equivalent type)
 - 1. Push-Button 1 will operate Pickleball Courts.
 - 2. Push-Button 2 will operate Tennis Courts 1-2
- I. Position fixtures according to lighting manufacturer specifications
- J. Coordinate with lighting manufacturer representative and commission
- K. Contractor shall submit installation warranty on company letterhead for no less than one year
- L. Repair damage to grounds that exceeds that which would be expected. Indentations caused by

heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.

GENERAL INFORMATION FOR BIDDERS

Hart County reserves the right to reject any or all bids, further negotiate with one or more bidders, and, waive any technicalities or informalities if it is deemed in the best interest of the County. Hart County assumes no responsibility in the costs incurred by the bidder in preparing a response.

The Hart County Board of Commissioners reserves the right to waive technicalities, to accept or reject any and all bids or proposals and to waive any irregularity in any bid or proposal received, to award the entire bid or proposal to one vendor or multiple vendors or to make awards by group or location, whichever is in the best interests of Hart County.

It is the bidder's responsibility to verify all quantities and specifications are met to perform the work as specified herein, before submitting their bid. Price submitted shall include all labor and materials for completion of the work. In the event of a conflict between these specifications and any referenced specifications the higher quality specification shall supersede. Quantities listed are approximate and may be varied at the discretion of the Owner.

All measurements given on the list of work to be done are approximate. It is the contractor's responsibility to verify all quantities and measurements necessary to perform the work as specified herein, before submitting their bid.

Bids submitted and prices submitted shall be valid for 90 days after submittal of bids. After this 90 day period, the bidder has the right to withdraw his pricing or be awarded the work at the bid price should the County choose to award this work. If only one bid is received the County may choose to not open the bid and solicit additional bids prior to opening all bids in a public meeting.

II. PREPARATION OF BID

A. Bidders must submit bids on the proposal forms provided. Additional materials can also be included with the bids. Complete the bid form, bid supplemental form, and contractor affidavit. Place the bid in both numbers and words on the bid form in the space provided. In the event of a conflict between the number and words bid the price in words shall be used. Place bid within an envelope addressed:

Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643
Attn: Terrell Partain

Place on outside of envelope:

“Court Lighting Project Installation” along with “Name of Company”

- B. Any deviations (exceptions) from the bid specifications must be included on the Bid **Supplemental form**. Such deviations may be evaluated by the Owner in making a final determination as to the selection of a bidder.
- C. Submit proposals filled out in ink or typewritten, without erasure, interlineations or changes. No bid changes will be permitted to be placed on the outside of the envelope. If a bidder desires to change the bid prior to the deadline for acceptance, the bidder may remove place the revised bid in a new sealed envelop.
- D. Make proposals in name of the principal and if a partnership, give names of all parties. Give exact post office address. If an agent submits proposals, provide satisfactory evidence of agency authority with proposal.

III. BIDDER'S RESPONSIBILITY

- A. Before submitting their bid, the Bidder shall carefully perform all necessary investigations to inform themselves thoroughly as to the specifications needed for this work.

IV. INSURANCE, LAWS, PERMITS, LICENSES, REGULATIONS, ETC.

- A. Licensure for work will be as required by any applicable regulatory agency.
- B. The Contractor, in execution of the work, shall conform to all applicable Federal and State laws, Municipal Ordinances and rules and regulations of all authorities having jurisdiction over the work, including in part, all construction codes and safety codes which may apply to (1) performance of work; (2) protection of adjoining and adjacent property; (3) maintenance of passageways, guard fences or other protective facilities; and shall obtain and pay for all permits, licenses and approvals necessary for construction of the work and give all required notices.
- C. The Contractor shall arrange for all inspections required by Federal, State, and Municipal or other authorities having lawful jurisdiction and pay all fees and cost incurred.
- D. The successful bidder shall be required to submit proof of workman's compensation coverage for all employees of the bidder, as well as public liability insurance of at least \$500,000/\$1,000,000 limits. In addition, the successful bidder will be solely responsible for any damages done by their company (or their subcontractors and suppliers) to public utilities and/or personal property as a result of the execution of this Contract.
- E. Bidders must comply with the State of Georgia Public Works Laws for Bidding this work. In general if the bid is greater than \$100,000 a 5% bid bond must be included with the bid.
- F. Under Georgia Law, bidders must provide an affidavit of compliance with the Georgia Security and Immigration Compliance for their company and any all subcontractors proposed under this work if this work with their bid.

V. INTERPRETATIONS OR ADDENDA

Any questions concerning this invitation should be directed via fax or mailed to:
Terrell Partain,
Hart County Administrator,
800 Chandler Street
Hartwell, GA 30643,
Fax: 706-376-2024

Hart County reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

No oral changes or interpretations shall be made to any bidder regarding the bid Documents or any part thereof. Every request for an interpretation shall be made in writing via fax or mail to: Terrell Partain, Hart County Administrator, at the contact information above.

Any inquiry received five or more days prior to the date fixed for acceptance of bids will be given consideration and addressed to all known bidders in the form of an Addendum. Any changes or interpretations to the specifications shall also be in the form of an Addendum to the Bid Documents. All Addenda will be faxed and mailed to each person holding Bid Documents, but it shall be the bidder's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Bid Documents and all bidders shall be bound by such Addenda, whether or not received by the bidders. It shall be the bidders responsibility to ensure delivery of any and all requests for interpretations.

VI. OTHER REQUIREMENTS

Should the contractor, in the opinion of Hart County representatives, fail to comply with any requirements of these specifications; the County may delay work until such requirements are satisfactorily met.

Any quantity listed is approximate and/or estimated. Contractor shall verify all quantities. Hart County reserves the right to reject any or all bids, to further negotiate with one or more bidders, and, to waive any technicalities and informalities, and to accept the bid deemed to be in the best interest of the County.

This bid package and any subsequent bid addendum are the specifications and contract documents for this project. The County must approve any variance from the required specifications in writing. If there is a conflict between these specifications and any referenced specifications, the higher quality specification shall be applied.

End of Bid Package



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 13 A Class B Malt Beverage & Wine License (off premises consumption)
Bikash Rai DBA Airline Store LLC, 1117 Airline Store Road, Bowersville GA

Attached is the application for Airline Store. This new license is required because of a change of ownership of the business.

Everything is in order for the application

RECEIVED

JAN 02 2025

Hart County Bd of Comm

Hart County
Distilled Spirits License
Application

Application for License Year: 2025

Applicant's Name: SCOTT BARTFIELD

Resident Address: [REDACTED] 30643

Home Telephone: _____

Email address: 52

Social Security Num _____

Drivers License Numbe., _____

Business Name: BOATHOUSE GRILL, LLC

Business Address: 1211 HARTWELL MARINA DR HARTWELL, GA
30643

Business Telephone: 706-376-5130

Type of Business: RESTAURANT

Is this application for renewal of a current Distilled Spirits license?
NO

Are you a citizen of the United States of America? YES
(Attach copy of driver's license or other proof of residency)

Are you 21 years of age or older? YES

The license is requested for: () Sole Proprietorship Corporation (X) Partnership or Corporation

If sole proprietorship, are you the owner? N/A

If not, are you actively engaged in the management of the business?
YES

If partnership or corporation, are you an officer who is actively engaged in the management of the business and an owner of at least 25% of the partnership or corporation? YES
(Attach a copy of letter of partnership or articles of incorporation)

Hart County
Beer & Wine License
Application

RECEIVED
JAN 03 2025
Hart County Bd of Comm

Application for License Year: 2025

Applicant's Name: BIKASH RAI

Resident Address: [REDACTED]

Home Telephone: [REDACTED]

Email Address: A

Social Security Number: [REDACTED]

Drivers License Number: [REDACTED]

Business Name: AIRLINE STORE LLC

Business Address: 1117 AIRLINE STORE RD, BOWERSVILLE GA 30516

Business Telephone: 706-376-1551

Type of Business: CONVENIENCE STORE

Is this application for renewal of a current beer and wine license?
No

Class License: ()A (Y)B ()C ()D

Are you a citizen of the United States of America? YES
(Attach copy of driver's license or other proof of residency)

Are you 21 years of age or older? YES

The license is requested for: () Sole Proprietorship (Y) Partnership or Corporation

If sole proprietorship, are you the owner? YES

If not, are you actively engaged in the management of the business?
yes



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 13 B Class A Malt Beverage & Wine License (on premises consumption)
Scott Barfield, DBA Boat House Grill, LLC, 141 Hartwell Marina Road, Hartwell GA

Attached is the application for Boathouse Grill. This new license is required because of a change in ownership of the business.

Everything is in order for the application.



MEMORANDUM

Terrell Partain,
County Administrator
February 7, 2025

RE: Item 13 C Distilled Spirits License- Scott Barfield, DBA Boat House Grill, LLC,
141 Hartwell Marina Road, Hartwell GA

Attached is the application for Boathouse Grill. This new license is required because of a change in ownership of the business.

Everything is in order for the application.