Hart County Board of Commissioners
Tuesday November 24, 2026
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
   - 11/10/2026 Regular Meeting
   - 11/12/2026 Called Meeting
   - 11/13/2026 Called Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
    a) Juvenile Prosecution Contract
    b) Facility Use Agreement Little League
    c) Facility Use Agreement North Georgia Athletic Foundation
    d) Nancy Hart School Rd. / Liberty Hill Church Rd. Intersection
    e Surplus of previous Christmas Tree
    f) Water and Sewer Authority and appointment
    g) JDA Board appointments
13. NEW BUSINESS
    a) Request For Experience Tax Commissioner
    b) Jake Brake Ordinance Discussion
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – litigation – Personnel – Real Estate
16. ADJOURNMENT

Hart County Board of Commissioners
Tuesday November 10, 2026
6:00 p.m.
Hart County Administrative and Emergency Services Center

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
   - 10/27/2026 Regular Meeting
   - 11/02/2026 Called Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
   Kim Higginbotham, County Attorney
   Jason Spencer, Public Work Director
9. COUNTY ADMINISTRATOR'S REPORT
   Update on Sheriffs, Coroners Storage Building
   Update on Transfer Station Building
   Update on EMS Building
10. CHAIRMAN'S REPORT
    Veteran's Day Proclamation
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
    a) Tax Year 2026 Countywide Millage Rates Adoption (PT-35)
    b) Jail Cost Analysis (UGA)
    c) Adding Roads to Existing Striping Contract
    d) Data Center Moratorium Extension
    e) Solar Moratorium Extension
13. NEW BUSINESS
    a) Replacement Skid Steer Loader Road Department
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate
16. ADJOURNMENT

HART COUNTY BOARD OF COMMISSIONERS
Nov 10, 2026
6:00 PM

Hart County Board of Commissioners met Nov 10, 2026, at the Hart County Administrative and Emergency Services Center.

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

1. PRAYER

Chairman Marshall Sayer offered prayer.

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL TO ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed all those in attendance via in person, HTC Channel 3, and Board of Commissioners YouTube site.

5. APPROVE AGENDA

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

6. APPROVE MINUTES OF PREVIOUS MEETING(S)
   10/27/2026 Regular Meeting
   11/02/2026 Called Meeting

Commissioner Teasley moved to approve the 10/27/2026 Regular Meeting Minutes. Commissioner Bennett provided a second. The motion carried 5-0.

Commissioner Teasley moved to approve the 11/2/2026 Called Meeting minutes. Commissioner Bennett provided a second. The motion carried 5-0.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES

None

8. REPORTS BY CONSITUTIONAL OFFICERS & DEPARTMENT HEADS
   Kim Higginbotham, County Attorney
   Jason Spencer, Public Works Director

County Attorney, Kim Higginbotham reported that she had check with the enabling act on having one meeting a month. She reported that it does require at least two and one must be at night.

Public Works Director, Jason Spencer gave an update on the new workorder system. He explained that the old boat ramp at the Mega Ramp is being used and the others are closed at this time due to the low lake levels. He also reported that the ramp needs the sides reestablished which can be done in house and the gangway needs to be extended for safety.

Chairman Sayer moved to use tourism funds to extend the gangway on the ramp at the Mega Ramp. Commissioner Bennett provided a second. Chairman Sayer amended the motion to add that the City participate with their portion of the cost, to modify the rubber bumpers on the dock and repair the storm damaged dock. Chairman Sayer again amended the motion to prepare a site for a host at the Mega Ramp. Commissioner Bennett amend the provided second. The motion carried 5-0.

He also reported that with the upcoming LMIG and the rest of SPLOST road funds there should be around 4 million dollars. He would like to use those funds to extend the life of the good roads and do remediation on the bad roads.

The current road striping contract has been fulfilled and the gaps in the reflectivity have been addressed. The contractor has worked with us on getting the rumble strips and stop bars on Liberty Hill Road. He stated that the contractor will honor the same line item price quotes for the spring striping. He reported that the Sheriff had requested a speed study on Walters Road for it to be added to the radar list.

9. COUNTY ADMINISTRATORS REPORT
   Update on Sheriffs, Coroners, Storage Building
   Update on Transfer Station Building
   Update on EMS Building

County Administrator Terrell Partain updated the progress on the Sheriffs, Coroners, Storage Building. The preliminary budget was completed and the building was ordered in March. The building price was $162,056.00, the widening of the footings and the pouring of the vault in July was $127,616, in September the building was erected and insulated at a cost of $67,200, and the overhead doors were installed in October. The lumber for the interior has been delivered. The building includes a vault area, a room for processing vehicles, a large open section which can be used as a classroom or overflow for court. The next section will be for the coroner van and office.

County Administrator Terrell Partain reported that the Transfer Station building was complete and came in $117,000.00 under budget at $2,082,716.00. The funds came out of General Fund and will be paid back over a period of years from the revenues collected from the Transfer Station. As requested, Public Works Director will generate a quarterly report for the Board to show the Transfer Station's total operating cost and revenues. County Administrator also reported that they are working on having traffic control so that traffic can be stopped and give the operator time to push the trash into bins.

County Administrator reported that the EMS engineering and floor plans are complete. The electrical, plumbing and HVAC plans are being finalized. The packet will then be presented to the Board for approval and to set a budget. The initial estimation is $5.8 million.

County Administrator Partain also announced the Christmas Tree lighting will be November 23rd at 5 pm and the Christmas Parade will be December 13th at 4pm.

10. CHAIRMAN'S REPORT

Chairman Sayer thanked Scott Holmes for driving the Commissioners in the Veterans Day Parade; he read the Veterans Day Proclamation.

Commissioner Teasley moved to adopt the Veterans Day Proclamation. Commissioner Brown provided a second. The motion carried 5-0.

11. COMMISSIONERS' REPORTS

Commissioner Bennett thanked all Veterans and Scott Holmes for driving them in the Veterans Day parade; asked that the Board look into cleaning up the cemetery at Old Hendry's Church Road.

Commissioner Teasley stated that the detail from the Sheriff's office maybe able to help with the cemetery clean up; thanked all Veterans and stated that his Dad was a WWII Veteran and his Uncle was the Grand Marshal for the Veterans Day Parade; thanked all County employees.

Commissioner Brown thanked all Veterans for all they have sacrifices and all that we have in this County because of them; thanked the Y and others in the community for recognizes Veterans in the County; stated that recently his church prepared the football team their pre-game meals and he expressed appreciation to the football coach, staff and the parents for how respectful, attentive and appreciative the players were during the meal and the devotion.

Commissioner Dorsey thanked all Veterans; asked that if you see a Veteran thank them, they have done so much for our freedoms; announced that all County offices will be closed tomorrow in observance of Veterans Day; congratulated Talis Morrison for winning the 2026 Toyota fishing Championship in Tennessee.

12. OLD BUSINESS

a) Tax Year 2026 Countywide Millage Rates Adoption (PT-35)

Chairman Sayer moved to take the item off the table for discussion. Commissioner Brown provided a second. The motion carried 4-1 Commissioner Bennett opposed.

County Attorney reiterated to the public that it is not a Board of Commissioners decision, they have no influence and can not change anything, the Board of Commissioners can only delay the process; in delaying the process it hurts other aspects of the County Government and your constituents; stated that it is about a 45 day process to get the tax bills out after the adoption is complete.

Commissioner Brown gave a motion to approve the adoption of the Tax Year 2026 Countywide Millage Rate (PT-35). Chairman Sayer provided a second.

John Adams, Old Reed Creek Road stated that he lives on a fixed income and he is afraid of how much is tax bill will be this year; asked the Board about postponing or making the school board change their millage rate. The Board stated that according to the State Constitution they can not change or deny the school board's millage rate.

Cynthia Richie, Reed Creek expressed her frustration on the school board's recent millage rate increase.

Gigi Melanson thanked the Board for what they have done and said against the school board's millage rate increase; stated that the funds the school will be receiving due to the millage rate increase will be sitting in their reserve account.

Ed Grady, Reed Creek Highway, appreciated the stand that is being taken on principal yet he asked the Board to take in consideration the homeowners ability to be able to pay their taxes before the end of the year; questioned whether or not the Board has any influence over how long it takes to get the tax bills out earlier than the stated 45 days.

Chairman Sayer called for a vote. The motion was not approved by a vote of 2-3 (Commissioner Dorsey, Commissioner Teasley and Commissioner Bennett opposed)

b) Jail Cost Analysis Study (UGA)

No Action Taken

c) Adding Roads to existing Striping Contract

Discussed during item 8.

d) Data Center Moratorium Extension

Commissioner Dorsey moved to extend the data center moratorium for another 6 months. Commissioner Teasley provided a second. The motion carried 5-0.

Commissioner Brown suggested things to look at when preparing the ordinance such as the tax implications over the next 10 years, some type of fees on a stand-alone ordinance specifically for things such as data centers. Also, the environmental effects, water consumption and noise issues are factors that should be taken into consideration.

e) Solar Moratorium Extension

Commissioner Bennett moved to extend the solar moratorium for 180 days. Chairman Sayer provided a second. Commissioner Bennett amended the motion to 6 months. Chairman Sayer amened the second. The motion carried 5-0.

13. NEW BUSINESS

a) Replacement Skid Steer Loader Road Department

Chairman Sayer moved to purchase a Kubota skid steer loader for the Road Department from James Short Tractor & Equipment, Carnesville, GA provide that it has an enclosed cab. The funds will come from SPLOST V. Commissioner Bennett provided a second. The motion carried 5-0.

14. PUBLIC COMMENT

Rhea Dignam, Powderbag Creek Rd encouraged the Commissioners and public to continue to contact Senator Collins office concerning the pool level for Lake Hartwell.

15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate

Commissioner Brown moved to exit the Regular Meeting and enter Executive Session Litigation – Personnel – Real Estate. Commissioner Dorsey provided a second. The motion carried 5-0.

Commissioner Brown moved to exit Executive Session and reconvene the regular meeting. Commissioner Bennett provided a second. The motion carried 5-0.

Commissioner Dorey moved to approve County Administrator Terrell Partain to issue a refund for the matter that was discussed in executive session. Commissioner Bennett provided a second. The motion carried 5-0.

16. ADJOURNMENT

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

Marshall Sayer, Chairman

Lisa Evans, County Clerk

Hart County Board of Commissioners
Called Meeting Thursday November 12, 2026
1:00 PM at the Administrative and Emergency Services Building

1. Tax Year 2026 Countywide Milage Rates Adoption (PT-35)
2. Other Items as time allows

Hart County Board of Commissioners
Called Meeting
November 12, 2026

Hart County Board of Commissioners met November 12, 2026 at the Hart County Administrative & Emergency Services Center.

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

Chairman Sayer called the meeting to order.

County Attorney Kim Higginbotham advised starting the meeting at 1:07 pm since the last posting for the meeting was at 1:06 pm November 11, 2026.

Chairman Sayer rescinded the call to the meeting.

Chairman Sayer called the meeting to order at 1:07 pm

1. Tax Year 2026 Countywide Millage Rates Adoption (PT-35)

Commissioner Brown moved to adopt the Tax Year 2026 Countywide Millage Rate (PT-35). Chairman Sayer provided a second.

Commissioner Bennett stated that he has voted against this twice and is still against it but he did take an oath to uphold the Constitution so today he will support it.

Commissioner Teasley echoed Commissioner Bennett's sentiments and stated that he did not want to go to jail or violate any laws.

Commissioner Dorsey questioned if they the Board are not equals and why they were not all called to see if they were available. He was not contacted by the Chairman to see if he was available. He stated that the meeting was going to be in violation of the Georgia open meetings laws, it was not posted properly at the meeting place or on the website.

Commissioner Bennett explained that the meeting came about after he had received an overwhelming amount of calls and he contacted Chairman Sayer to ask if a called meeting could be held.

Chairman Sayer stated that Commissioner Teasley had also spoken with him about holding a called meeting, and at that time he contacted Tax Commissioner Karen Martin and asked if the Board waits until November 24 to pass the millage will the taxes be able to be paid before the end of the year, she responded that there would be about a week to get them paid. She

suggested the Board have a meeting as soon as possible. He then contacted County Administrator Terrell Partain to ask how soon a meeting could be held. Mr. Partain replied it could be held tomorrow. Chairman Sayer instructed Mr. Partain to move forward with setting the called meeting up and that he did not call any of the Commissioners about the meeting.

County Attorney Kim Higginbotham advised that since the meeting was not posted on the website that it should be rescheduled.

Commissioner Brown rescinded the motion. Commissioner Teasley rescinded the second.

Chairman Sayer announced a Called Meeting will be tomorrow November 13, 2026 at 2 pm.

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

Marshall Sayer, Chairman

Lisa Evans, County Clerk

Hart County Board of Commissioners
Called Meeting Friday November 13, 2026
2:00 PM at the Administrative and Emergency Services Building

1. Tax Year 2026 Countywide Milage Rates Adoption (PT-35)
2. Other Items as time allows

Hart County Board of Commissioners
Called Meeting
November 13, 2026

Hart County Board of Commissioners met November 13, 2026 at the Hart County Administrative & Emergency Services Center

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

Chairman Sayer called the meeting to order.

Commissioner Brown moved to approve Chairman Sayer to sign the Tax Year 2026 Countywide Millage Rate form PT-35. Commissioner Bennett provided a second.

Commissioner Brown stated that the meeting that was held yesterday was completely legal.

Chairman Sayer stated he thought they were mislead about the meeting notice being posted on the website. A special called meeting is not required to be on the website.

Stan Lester, 290 Sourwood Ln, stated that he does not believe that anyone is trying to keep money from the Board of Education. The problem is that citizens just want answers, it just looks like they are doing something crooked.

Cynthia Richie, Reed Creek, stated that it seems to her that the BOE works for the school superintendent. She would like to see the school board members from each district have meeting with their constituents. She thanked the Board of Commissioners for their transparency.

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

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

_____
Marshall Sayer, Chairman

_____
Lisa Evans, County Clerk

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 A Juvenile Prosecution Contract

Attached is the contract that has been negotiated with the District Attorney to handle the juvenile prosecution cases for this jurisdiction. I have communicated with the other counties and all are in agreement with the terms.

THE OFFICE OF
DISTRICT ATTORNEY
NORTHERN JUDICIAL CIRCUIT
D. PARKS WHITE

P.O. BOX 843
DANIELSVILLE, GEORGIA 30633

ELBERT, FRANKLIN, HART, MADISON, OGLETHORPE COUNTIES

706-795-6322
706-795-3588 (Fax)

10 November 2026

Todd Higdon, Chairman
91 Albany Ave Ste 306
Danielsville, GA 30633

Re: Prosecution of matters in Juvenile Court in the Northern Judicial Circuit

Dear Chairman and Commissioners:

It is my understanding that the governing authorities for Elbert, Franklin, Hart, Madison, and Oglethorpe Counties, the five counties of the Northern Judicial Circuit, are seeking a prosecutor to represent the State in Juvenile Court.

The duties of the District Attorney are set forth in O.C.G.A. § 15-18-6. Without including the complete list in this letter, the duties of primary importance include:

> (1) To attend each session of the superior courts unless excused by the judge thereof and to remain until the business of the state is disposed of;
>
> (2) To attend on the grand juries, advise them in relation to matters of law, and swear and examine witnesses before them;
>
> ...
>
> (4) To review every individual case for which probable cause for prosecution exists and to make a prosecutorial decision available under the law based on the facts and circumstances of each individual case under oath of duty as provided in Code Section 15-18-2;
>
> (5) To draw up all indictments or presentments, when requested by the grand jury, and to prosecute all indictable offenses;
>
> ...
>
> (7) To attend before the appellate courts when any criminal case emanating from their respective circuits is tried, to argue the same, and to perform any other duty therein which the interest of the state may require;
>
> (8) To advise law enforcement officers concerning the sufficiency of evidence, warrants, and similar matters relating to the

investigation and prosecution of criminal offenses:

...

(12) To assist victims and witnesses of crimes through the complexities of the criminal justice system and ensure that the victims of crimes are apprised of the rights afforded them under the law; and

(13) To perform such other duties as are or may be required by law or which necessarily appertain to their office.

O.C.G.A. § 15-18-6.

All of that is to say prosecution in the Juvenile Court is not a duty of the District Attorney. While O.C.G.A. § 15-18-6.1 provides that the district attorney is responsible for representing the state in any appeal from the juvenile court, O.C.G.A. § 15-18-6.1(c) provides that when the district attorney determines that, as a result of workload, lack of staff, or other cause, his office cannot provide representation in the juvenile court of his counties, it falls to the county governing authority to secure and provide for representation of the State. This is not unique to the Northern Judicial Circuit, as there are several circuits within Georgia where the District Attorney's Office does not prosecute in the juvenile court.

Such has been the arrangement for the last decade in the Northern Judicial Circuit. When fully staffed, your District Attorney's Office has a component of only six Assistant District Attorneys to handle all of the felony offenses for five counties, as well as all of the misdemeanors for four of those five counties. We are currently have one open ADA position, and thus just five state-paid ADAs currently employed.

Through the budget request submitted by the Prosecuting Attorneys' Council, the Georgia legislature approved funding for a state-paid Assistant District Attorney position within my office to handle juvenile court prosecution within the Northern Judicial Circuit. The funds for this position have never come to my office, as the position was never staffed. We have not been in a place to take on this responsibility, as my office currently experiences difficulty recruiting and retaining attorneys to reach a complete component of six ADAs. There is nothing more frustrating than hearing from a DA who has poached one of my well-trained ADAs, and being told, "you trained a really sharp prosecutor." This has happened more often than you can imagine.

While present staffing does not make assuming juvenile court responsibilities possible, I believe we may be able to recruit two additional ADAs if the five counties were able to provide locality supplemental pay for all of my assistants. Presently we compete with every circuit in the State for talent, and the locality supplemental funds available do not make us competitive with other circuits. Recently a former ADA of mine was considering rejoining my office, however the Alcovy Judicial Circuit DA's Office was able to offer him $30,000.00 more than what we could pay him.

In the event the counties committed to providing $15,000.00 in locality supplements directly to my seven ADAs (a full component with the state-paid juvenile court ADA position), I believe we would be in a position where we could recruit a full constituent of prosecutors, and take on the responsibility of prosecuting matters on behalf of the State in juvenile court locally

(specifically performing the functions only an attorney can perform). This would be a total of $105,000.00, or $21,000.00 per county.

To be clear, I am not requesting supplemental locality pay for myself, nor have I ever received any, despite the fact that 46 of the 51 elected District Attorneys receive such funds (on average $26,808.00). I will remain one of only five DAs who receives zero locality supplement pay. Our three Superior Court Judges receive $24,600.00 in locality supplement pay. I bring this up only to highlight that I am not seeking to enrich myself – rather I wish to recruit, train, and retain talent – and I live by the military ethos: "the troops eat first."

This supplemental funding is intended to be equal amongst my ADAs, and supplant and replace the allocated funds currently set aside for the ADA supplements provided in the past (excluding per diem work in the Probate Courts). If we are so funded, and assuming this additional salary bonus incentivizes at least two more attorneys to join our ranks, I believe we could provide juvenile court prosecution services, and have a more effective and efficient District Attorney's Office overall.

Thank you for your time and consideration to this matter. If you would like me to appear before you to make this request, please let me know.

Very Respectfully,

D. Parks White
District Attorney
Northern Judicial Circuit

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 B Facility Use Agreement Little League

Attached is the facility agreement for 2027 Little League's use of the recreation facilities. The Recreation Advisory Board has recommended acceptance of it.

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 20 day of November, 2026, 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, 2027** and end **July 31, 2027**.

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, 2026, 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), Clay Street Football Field, and the Hart County Sports and Recreation Complex Football Fields from February 1 until July 31 of the Facility Use Agreement 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
November 20, 2026

RE: Item 12 C Facility Use Agreement North Georgia Athletic Foundation

Attached is the facility agreement for 2027 North Georgia Athletic Foundation use of the recreation facilities.
The Recreation Advisory Board has recommended acceptance of it. There may have been more information gathered by Rec Board members since the Board meeting that the Chairman may want to comment on before the vote to accept.

HART COUNTY RECREATION AND PARKS DEPARTMENT
SPACE USE AGREEMENT

AGENCY: North Georgia Athletic Foundation
392 E. Franklin Street
Hartwell, GA 30643

I. PARTIES

This space use agreement is made for _____ season this ____ day of _____ _____, 2027, not to exceed 6 months, by and between the Hart County Recreation & Parks Department (referred to as the LESSOR hereinafter), of the Hart County Board of Commissioners, and the North Georgia Athletic Foundation, a non-profit, Georgia corporation, (hereinafter referred to as the AGENCY).

II. TERMS OF SPACE USE AGREEMENT

This space use agreement shall begin on _____, 2027 and end _____, 2027.

III. Facility use is based on availability. The LESSOR has priority for ALL facilities and the LESSOR'S programs come first. Second, the Hart County Board of Education and the Hart County Little League has second facility use priority for the facilities.

IV. LOCATION

This agreement covers the use of the Hart County Recreation and Parks Department's Jimmy Bell Multipurpose Field at the Clay Street Park. The premises will be used for the following purpose(s): The operation of team practice and 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.
B. The LESSOR agrees to maintain and upkeep all grounds/field maintenance during scheduled work days. The LESSOR understands that the AGENCY will not be available on recognized County holidays.
C. The LESSOR shall determine condition of the fields during inclement weather. If LESSOR determines fields/grounds are not suitable for play prior to the scheduled time to start any games or practices, 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. 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 and parking lots. The AGENCY will also dump trash cans if they become full during use of the facility. No vehicles will be allowed on the grounds or field(s).
E. The AGENCY shall be solely responsible for the implementation and operation of its program, including, but not limited to, insurance requirements, scheduling games, reviewing parent's/public complaints, purchasing necessary equipment, and all other needs to operate throughout the duration of this space use agreement.
F. The LESSOR will paint fields as requested by the AGENCY or by program regulation standards. The AGENCY will provide a drawing with requested dimensions a **minimum of two (2) weeks prior** to the beginning of the program. The LESSOR will purchase all supplies for marking the facility. *All materials will be paid for by the AGENCY.*
G. The AGENCY shall coordinate with the LESSOR on scheduling of games and practices.
H. 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.
I. The LESSOR shall assign a representative to the AGENCY to insure communication between the parties and to uphold the space use agreement.
J. 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 48 hours** of the change or sooner during the season. During the AGENCY'S non-operating hours, the fields will be made available for public use.
K. The AGENCY agrees to save, defend, and hold harmless the Hart County Recreation and Parks Department, the Hart County 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.

L. The AGENCY agrees to faithfully adhere to all applicable federal, state, and local statutes, rules and regulations.

M. The AGENCY agrees to adhere and enforce the **NO TOBACCO POLICY** in Hart County Parks and Facilities.

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. If lights are used, the AGENCY will follow the LESSOR Facility Use Agreement BOC approved rates.

B. AGENCY will be solely responsible for solicitation and management of its sponsors

C. LESSOR agrees to abide by HB 284 (OCGA – 20-2-234.1) passed by the Georgia Legislature and assumes all responsibilities for administration, implementation, and adherence to this law which is effective January 1, 2014. HB 284 requires that all participants be given a fact sheet on concussions, and that the parents of all participants sign an acknowledgement of receipt of the policy. This must be done before a child may participate in youth athletic programs.

_____
Agency Official Signature/Date

_____
Agency Official Print Name

_____
Address

_____
City, State, Zip Code

_____
Official Phone Number

_____
Marshall Sayer, Chairman
Hart County Board of Commissioners

_____
Date

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 D Nancy Hart School Rd. / Liberty Hill Church Rd. Intersection

This intersection has been the location of several wrecks over the years. We have made improvements in the sight distances in both directions over the last couple of years. This is added for discussion for possible further steps to be taken to reduce accidents here.

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 E Surplus of previous Christmas Tree

We have not used the previous Christmas Tree we would erect on the Courthouse grounds in several years. It is taking up much of our limited storage space to keep it. I have spoken to the City since I believe they furnished half of the money to purchase it many years ago. The City Manager advised that they were fine with it being surpluses and sold or destroyed either one.

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 F Water and Sewer Authority and appointment

We have two applicants for the unexpired term being vacated by Mrs. York. This appointment will be for the remainder of her term. And will expire on March 1, 2030. The applicants are:

Mrs. Rachelene Johnson
Cleveland Mill Rd.

Mr. Terry Donohue
Rigby Rd

Their Applications are attached.

APPLICATION FOR CONSIDERATION OF APPOINTMENT BY HART COUNTY BOARD OF COMMISSIONERS

1. Board or authority on which you would like to serve. (A separate application must be completed for each position). Water & Sewer

2. Why do you want to serve on this board or authority? I have worked to get water into the Mt Olivet area and I realized how badly Hart co. needed a good water system.

3. Name: Rachelene B (First) Johnson (Last)

4. Residence Address: 1398 Cleveland Mill Road - Hartwell

5. How long have you lived in Hart County? 80 years

6. Email Address: alra@hart.com.net

7. Occupation: retired florist

8. What professional or community experience do you have related to this position?
I had to canvas the whole area getting signatures of intrested people

9. What appointed, elected or paid positions do you hold or have you held with Hart County? none

10: What would be your biggest contribution if appointed to this position?
to try to get more Hart Countains better cleaner water.

11. Other comments or information: I neve knew until I started getting peoples concerns and how dissepointed they were.

Rachelene B. Johnson
Signature

10-21-2024
Date

APPLICATION FOR CONSIDERATION OF APPOINTMENT BY HART COUNTY BOARD OF COMMISSIONERS

1. Board or authority on which you would like to serve. (A separate application must be completed for each position). HART COUNTY WATER & SEWER AUTHORITY BOARD

2. Why do you want to serve on this board or authority? PROVIDE SERVICE TO THE COMMUNITY IN WHICH I RESIDE.

3. Name: TERRY (First) DONOHUE (Last)

4. Residence Address: 45 RIGBY ROAD

5. How long have you lived in Hart County? 2 YRS.

6. Email Address: TDONFLA@AOL.COM

7. Occupation: BUILDER - INSURANCE SPECIALIST - EMERGENCY MANAGEMENT SPECIALIST

8. What professional or community experience do you have related to this position?

8 YRS. FEMA - DHS - PROGRAM DELIVERY MANAGER
24 YRS. INDEPENDENT INSURANCE ADJUSTER
35 YRS. ACTIVE FLORIDA STATE BUILDING CONTRACTOR

9. What appointed, elected or paid positions do you hold or have you held with Hart County? NONE

10: What would be your biggest contribution if appointed to this position?

EXTENSIVE BACKGROUND AS A BUILDER - INSURANCE SPECIALIST & FEDERAL PRESIDENTIALLY DECLARED DISASTER EMERGENCY MANAGEMENT SPECIALIST STATE OF FLORIDA OFFICE OF THE GOVERNOR INSURANCE SPECIALIST

11. Other comments or information: DEPARTMENT OF EMERGENCY MANAGEMENT AS A FEDERAL & STATE SUBJECT MATTER SPECIALIST I HAVE ASSISTED HUNDREDS OF APPLICANTS THROUGH THE PUBLIC ASSISTANCE PROCESS FOR OVER A DECADE CONCISELY. I BRING AN EXPERT BACKGROUND TO THE RESOLUTION OF COMPLEX ENVIRONMENTAL CONCERNS

Signature

11/13/2026
Date

Terrence J. Donohue

3301 Sagee Place / Tallahassee, Florida / 32309
850-933-1004 Cell
TDONFLA@aol.com

Objective

To further my career in the Insurance Industry, applying my skills as a licensed Property and Casualty Adjuster with over twenty-five years of experience in this and related fields.

PROFESSIONAL EXPERIENCE

Independent Property Casualty Adjuster

February 4, 2019 to Present – Program Delivery Manager (PDMG) FEMA – PA working Branch II & III. Assisting Public Assistance applicants impacted by Hurricane Michael.

October 2018 to Present – Established SEALS Services, LLC A service provider offering property and casualty adjusting services and other services to enable direct contractual obligations when necessary.

Nov 2005 to October 2018 – Established SEALS, A Professional Services Group, Inc. A service provider of highly skilled adjusters for catastrophic and daily claims business handling property claims with concentration on large loss commercial. SEALS provided approx. 50 adjusters to handle large loss condominium association claims in the aftermath of Hurricane Wilma covering losses for Southern Family Insurance / POE Financial Group.

October 15, 2018 to November 7, 2018 – Senior Claims Representative - Bankers Insurance – St. Petersburg, Florida. Senior Internal Claims Examiner. Focus on Hurricane Michael claims. Support role due to claims influx.

April 3, 2017 to March 30, 2018 – Senior Claims Representative - GeoVera Holdings – Tallahassee, Florida. Senior Internal Claims Examiner. Focus on large loss complex claims. Major strength related to litigation, appraisal and represented claims.

August 12, 2013 to March 31, 2017 – Internal Claims Examiner – Capitol Preferred / Southern Fidelity Insurance Companies – Handling Porperty Claims with focus on Fire Losses – Licensed in FL, S.C. and LA.

April – July 2013 – Litigation Claims Representative – Citizens of Florida – Jacksonville – handling litigated files to closure.

November 9, 2012 to April / 2013 – Deployed to Super Storm Sandy handling NFIP-Flood Claims in the New York & New Jersey area. Over 100 claims ranging from residential to large loss commercial and Condominium Association claims. Established a team to facilitate the fast tracking, efficient processing of assignments in order to facilitate quick, highly efficient, expeditious resolution of all claims including total losses.

February 2, 2010 to November 8, 2012 – State of Florida / Executive Office of the Governor / Division of Emergency Management / Bureau of Recovery / Public Assistance – Public Assistance Coordinator (PAC) – State Insurance Specialist – Duties entailed review of Project Worksheets and supporting documentation to determine eligibility and accuracy of FEMA funding administered to government entities, Indian tribes and public non-profits – to render an opinion whether insurance coverage had been exhausted while in compliance with federal guidelines; ie., The Stafford Act, CFR 44 and other guiding statutes, rules and governmental publications guiding federal disaster assistance.

April 2009 to February 2010 – Freelance work and sabbatical related to personal goals.

March 2008 to April of '09) – Analyst and evaluator for Providence Engineering firm out of Baton Rouge Louisiana. Providence Engineering served the prime contractor ICF International of Fairfax, Va. The project Road Home was federally and state of Louisiana funded to assist Louisiana homeowners impacted by flood and wind damage in the aftermath of hurricanes Katrina and Rita. I served as a Home Evaluation Specialist handling FEMA eligibility, Home Evaluations, State Appeals and Applicant Disputes in Baton Rouge for a period of five months. A move to ICF International Headquarters in Fairfax, Virginia entailed other duties working as the Quality Control Lead over the QC Analysts in the Grant Review Department with the Insurance Verification Team. Analysis of funds disbursed in relation to actual compensation from other sources was the focus of this team with a concentration on Road Home allowable items paid by insurance carriers relative to the program. Subsequently served as Deputy Director Home Evaluations @ ICFI Headquarters to end of project April 2009.

March 2007 to Oct. 2007 – Worked with the My Safe Florida Home (MSFH) Program. In conjunction with Florida Real Properties helped establish FRPA's office in Clearwater, FL., assist with recruiting/staffing/hiring, implementation of personnel, establishing guidelines and additionally performing over six hundred home inspections personally in Pasco and Pinellas Counties. Additionally marketing and media communications fell under my governance. During this period facilitated as consultant to establish guidelines and principles for another similar project in Leon County, Florida for Phase III of the My Safe Florida Home Program. Also during this period lent assist in the spawning of a similar project for the State of Louisiana.

Oct 2005 to Nov 2005 – Independent Adjuster working commercial claims in New Orleans area behind Hurricane Katrina. Focus on Zurich commercial while handling some residential. Emphasis on large loss. Associated with FKS Catastrophe Services.

Mar 2005 to Oct 2005 – Special Handling Unit / CITIZENS PROPERTY INSURANCE CORP., State of Florida run insurer for high risk areas. Settled mediation, appraisal claims. Specializing in Civil Remedy files. One of three picked to handle high profile litigation claims w/emphasis on settling prior to suit and or assisting defense counsel while negotiating with plaintiff attorney, public adjuster and or insured.

Jan 2005 to Feb 2005 – Independent Adjuster working CAT claims in Florida Panhandle area; re-inspections behind Hurricane Ivan.

Nov 2004 to Jan 2005 – Account Executive for Commercial Division of Allied American Adjusters Co., LLC, overseeing disposition of claims for all four storms in Florida and Alabama in 2004 and coordinating 14 commercial claims adjusters.

Aug 2004 to Nov 2004 – Storm manager for Allied American Adjusters Co., LLC working hurricanes Charlie, Francis, Ivan and Jeanne claims and operating the Clearwater Storm Office.

Mar 2004 to Aug 2004 – Internal claims adjuster on Hurricane Isabel Task Force, Lanham, MD., working for NFIP on FEMA project. Team leader for Allied American Adjusters.

Nov 2002 to Mar 2003 - Internal Claims Examiner for Farmers Insurance Texas Special Claims Center, Houston, TX, working under the direction of Wardlaw Claims Service. Position required over ten years of experience in Property Claims Handling. Mold related and geotechnical (foundation & sinkhole) claims.

Jan 2002 to Nov 2002 – Engaged to assist the Director of a new CAT Division created by Specialty Claims; second in command under the direction of the CEO. The company was subsequently acquired by NCA and I was retained as Field Adjuster for NCA specializing in Mold Claims in the Houston area also handled Geotechnical (foundation & sinkhole) claims.

May 2001 to Dec 2001 - Associated with Pilot Catastrophe working claims for Allstate Insurance Company. In this capacity worked claims as follows: Lubbock, TX - Hail Event (120 claims in 44

days), Chicago, IL - Water Back-up (80 claims in 26 days), Daytona Beach, FL – Wind (90 claims in 28 days), Tropical Storm Gabriel, Cleveland, OH - Wind (90 claims in 21 days).

Sept 1992 to March 1998 - Associated with Pilot Catastrophe and worked claims for Allstate Insurance Company on seven major catastrophes including Hurricanes Andrew (12 months) and Fran (12 months) and Northridge Earthquake (15 months). In addition, worked claims on numerous other shorter-term wind, hail, flood and water backup instances. During the six-year period, closed approximately 1,800 property and casualty claims with some emphasis on Marine Claims, Geotechnical Claims inclusive.

Project Manager / Estimator

April 2003 to Feb 2004 - Area Manager / Project Manager for San Antonio-based commercial construction company SBS, Inc. (Select Building Systems). Project consists of renovation of a six story office building (100,000 s.f.) including supplying temporary air conditioning after chiller unit and all associated equipment has been removed. Complete renovation of all floors to achieve a like-new facility being utilized as storage space for the Public Storage Company out of Glendale, California. Concurrently managing the renovation, demolition and build back of two large warehouse complexes (600,000 s.f.) and a third site entailing total demolition, site work, new slabs, drives and erection of 17,000 s.f. of new structures.

Oct 1995 to Sept 2000 – Project Manager / Estimator for various construction projects, some highlights of which are listed below:

THOMCO, Tyndall Air Force Base, FL - Served as Estimator and Project Manager, assisting in estimating (GMP) and negotiating an award of $65 million in year-end projects with Government SABER Engineers. Concurrently acted as Project and Budget Manager for ongoing, in-house projects totaling over $17 million. These included a flight line security and lighting project, a new facility, new construction of two 20,000 square foot warehouses and remodel of a wing command complex, among others.

GAC Contractors, Panama City, FL - Project Manager for St. Rita's Catholic Church a $2.67 million concrete beam/block and glue lam structure. Assisted in buy out, submittals, coordination, scheduling and acted as liaison between the Architect and the field. Concurrently facilitated the bids for other in-house projects. Instrumental in bringing in a $3 million Florida Department of Transportation design / build project.

SL Construction, Tallahassee, FL - Project Manager for several projects including a Florida A&M University Minor Projects Contract, University of Florida IFAS (Institute of Food & Agricultural Sciences) and North Florida Research & Education Center Combined Facility (a seven million dollar project). Also had the role of Office Manager for the Tallahassee branch office of SL Construction with a staff of five and a satellite office in Marianna, FL.

Breaux Construction Company, Inc., Grayton Beach, FL - Chief Estimator and Project Manager for a high-end, custom builder who was one of the premier builders for the exclusive Rosemary Beach and Seaside properties located in the Florida Panhandle.

Reconstruction Project Manager – Self-employed reconstruction project manager in the aftermath of Hurricane Opal.

Jan 1978 to Jan 1984 - Self employed as a Framing Sub-contractor and Carpenter on various residential and commercial projects. Concurrently, was a Construction Project Manager for Century Construction Company located in Tallahassee, FL.

Independent Contractor & Consultant

May 1980 to Present – Legal Experience – From May of 1980 to present many of the roles served have entailed management of the legal aspects of projects, claims and investigations; beginning with experience as a Special Investigator for a Tallahassee law firm in 1980 to more recently serving as Deputy Director of Home Evaluations in our Nation's Capital (see 3/08-4/09), additionally steering a 36 month legal pursuit for SEALS as a result of the Florida Bureau of Liquidation & Rehabilitation acting as the "Receiver" upon seizing a major Florida insurance company, serving as the Civil Remedy (litigation specialist) at Citizens in 2005 (4/05 – 10/05), Commercial Claims manager Allied American 2004 all storms Charlie, Frances, Ivan, Jeanne; monitoring hundreds of claims dating back to 1992 related to major catastrophes such as Andrew (1 yr.), Northridge Earthquake (15 mo.), Allison (1 yr.),

Isabel (9 mo.), Katrina, Fran (1 yr.), and many more. With 25 years in the construction industry along with an additional 20 years in the property & casualty insurance field the investigation, monitoring, supervision, tracking and timely effective response related to legal matters has been a major factor of my career track. Most recently from February 2010 to November 2012 serving as the Insurance Specialist/Public Assistance Coordinator working under the Executive Office of the Governor Florida Division of Emergency Management I was responsible for much of the legal aspects and steering to proper channels for all insurance matters related to the Division and the Bureau of Recovery – Public Assistance (see February 2, 2010 to November 8, 2012) and in conjunction with Commissioner McCarty's Office of Insurance Regulation.

Sept 2000 to May 2001 - Design and Build of a personal home at St. George Island, FL while acting as consultant for various other projects in the Florida Panhandle.

Jun 1984 to Sept 1992 - Self employed, State of Florida Certified Building Contractor. Concentration was on residential and commercial construction projects, including marketing, site evaluation and preparation, indexed budgeting, cost analysis, subcontractor supervision and project management. Generated annual revenues of approximately $1 million. Responsible full scope of business operations ranging from contracting, permitting and legal matters. Concurrently served as Superintendent for Gibbs Properties, Tallahassee, FL. This role involved contracting and coordination of subcontractors and supervising field personnel and employees.

May 1980 – Aug 1981 LEGAL – served as Special Investigator for Tallahassee law firm – Bill Corry & Associates – performed field investigations and interviews supporting liability cases.

TRAINING & EDUCATION

Education

- Lively Vocational Technical Institute, Tallahassee, FL - Computer Assisted Drafting
- Polk Community College, Winter Haven, FL - Associate of Arts Degree
- Tallahassee Community College and Florida State University, Tallahassee, FL - Various coursework including construction management and design courses

Continuing Education

- NFIP Flood Certification, Lakeland, FL. – May 2017 Cert' for all categories
- NFIP Flood Certification, Lakeland, FL. – May 2014 Cert' for all categories
- NFIP Flood Certification, Destin, FL. – May 2011 Cert' for all categories
- NFIP Flood Certification, Mobile Al. – May 2010 Cert' for all categories
- NFIP Flood Certification, Lanham, MD. – Jan. '08 Cert' for all categories
- Continuing Ed – 100 + Hrs. / 2006/2007
- Wind Certified Umpire / Mediation & Appraisal since 2006
- NFIP Flood Certification, Tampa, FL. – Jan. '05
- Tile Roof Cert., Tampa, FL.- Jan. '05
- Fraud, SIU Investigation Cert., Tampa, FL. – Jan. '05
- HAAG Engineering Co., Earthquake & Roofing Seminar, Las Vegas, NV - Jan. '97
- State Farm Insurance Evaluation Seminar, Dallas, TX - June '96
- Vale Technical Adjusters Evaluation, Arlington, TX - June '96
- Governor's Hurricane Conference, Tampa, FL - June '96
- NFIP Flood Seminar, Tampa, FL - June '96
- Andy Beverly School of Insurance, Tallahassee, FL - May '96
- NFIP Flood Seminar, Santa Monica, CA - April '95
- American Estimating Institute, Advanced Construction Cost Estimating - May '85

LICENSES & ORGANIZATIONS

Licenses

- State of Florida Independent Adjuster, Property & Casualty
- State of Texas Independent Adjuster, Property & Casualty
- NFIP Certification Cert' for all categories
- Certified Umpire / Appraiser / Mediator / Windstorm Insurance Network
- Notary Public State of Florida
- State of Florida Building Contractor (inactive)

Organizations

NACA / National Association of Catastrophe Adjusters
United States Coast Guard Auxiliary

Terry Donohue / Adjuster
3301 Sagee Place, Tallahassee, FL. 32309
850-933-1004

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 12 G JDA Board appointments

We have two current members for re-appointment and one applicant for appointment to fill the unexpired term of Mrs. Jessica Seawright. (expires December 31, 2028)

The two for re-appointment are Mr. Dwayne Dye and Mr. Justin Corbett.

APPLICATION FOR CONSIDERATION OF APPOINTMENT BY HART COUNTY BOARD OF COMMISSIONERS

1. Board or authority on which you would like to serve. (A separate application must be completed for each position). JDA

2. Why do you want to serve on this board or authority? I want to continue in serving my community and the JDA would be a great authority for me to do so.

3. Name: Jeff (First) Brown (Last)

4. Residence Address: 393 B Bailey Rd. Hartwell, GA 30643

5. How long have you lived in Hart County? 36 yrs

6. Email Address: jeffdbrown21@gmail.com

7. Occupation: Business owner

8. What professional or community experience do you have related to this position?

Certified Economic Developer UGA Carl Vinson Institute of Gov't, Certified County Commissioner ACCG, Former County Commissioner, UGA Archway Executive committe member

9. What appointed, elected or paid positions do you hold or have you held with Hart County? County commissioner, UGA Archway, Chairman Poultry House Ordinance committee

10. What would be your biggest contribution if appointed to this position?

Bringing my experience from both the public and private sector.

11. Other comments or information:

Signature

10/24/2024
Date

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 13 A Request For Experience Tax Commissioner

Attached is an email request from the Tax Commissioner requesting an employee be given credit for job experience. The request is for 3-1/2 years.

Terrell Partain

From: kmartin@hartcountyga.gov
Sent: Wednesday, November 18, 2026 3:31 PM
To: 'Terrell Partain'
Subject: AMBER WYKLE

Terrell,

I am requesting Amber be given credit for her 3 ½ years' experience retro to the date of hire November 13th
She left for 1 month and came back.

Let me know if I need to do anything else.

Thanks,
Karen Martin
Hart Co Tax Commissioner
P O Box 748
Hartwell, Ga. 30643
706-376-3944

MEMORANDUM

Terrell Partain,
County Administrator
November 20, 2026

RE: Item 13 B Jake Brake Ordinance Discussion

Commissioner Bennett requested this to be on the agenda because of concerns he has received from his constituents. I have attached an ordinance in place in one of our neighboring counties for an example.

2021-03

State of Georgia

County of Oglethorpe.

AN ORDINANCE TO PROHIBIT ENGINE BRAKING, EXCEPT IN AN EMERGENCY, IN UNINCORPORATED OGLETHORPE COUNTY; TO PROVIDE FOR A PENALTY FOR VIOLATING SAID PROHIBITION; AND FOR RELATED MATTERS

WHEREAS, the Board of Commissioners of Oglethorpe County has the authority to adopt and enforce rules, regulations, and ordinances, and to perform all other acts which are necessary, proper, or incidental to the efficient operation and development of the county road system;

WHEREAS, the Board of Commissioners of Oglethorpe County has the authority to enact ordinances which serve to prohibit nuisances and to provide for the promotion of the general health and welfare of the community;

WHEREAS, the Board of Commissioners Oglethorpe County is authorized to adopt ordinances to protect both the community in general and individual citizens from noises which may affect their comfort, repose, health, or safety, and to preserve the tranquility of the community;

WHEREAS, the Board of Commissioners of Oglethorpe County is authorized to adopt ordinances for the governing and policing of the unincorporated areas of the county, including ordinances providing for traffic regulation and for the purpose of protecting and preserving the public health, safety, and welfare as provided by O.C.G.A. § 36-1-20(1);

WHEREAS the Board of Commissioners of Oglethorpe County has determined that engaging in the engine braking of a motor vehicle in a non-emergency situation tends to create unreasonably loud, disturbing, and unnecessary noise, which noise may result in material distress, alarm, discomfort, distraction or injury to persons of ordinary sensibilities and interfere with the comfortable enjoyment of private homes, and the safe operation of vehicles, by persons of ordinary sensitivities and the same is hereby declared to be a nuisance, as provided in this ordinance;

NOW WHEREFORE the Board of Commissioners of Oglethorpe County hereby ordains that:

1.

Chapter 11 of Part II of the Code of Oglethorpe County, 2007 Edition, as amended, is hereby amended to include the following Section 11-109:

"Section 11-109 Engine Braking Ordinance.

1. **Title.** This Section shall be referred to as the Oglethorpe County Engine Braking Ordinance.

2. **Definitions.**

A. Engine Braking means:

1. the utilization of any mechanical device which uses a motor vehicle's exhaust to aid in the braking, slowing, stopping, or deceleration of the motor vehicle; or
2. the utilization of a "Jake Brake," retarder, or compression release brake to aid in the braking, slowing, stopping, or deceleration of a motor vehicle.

B. Emergency means a situation in which no other means is available to avoid an imminent collision with another vehicle, person, or property.

C. Excessively Loud Noise means a sound generated by Engine Braking which is audible to a person of ordinary hearing at least 100 feet away from the vehicle which is the source of said sound.

3. **Prohibition on Engine Braking Resulting in an Excessively Loud Noise in Unincorporated Oglethorpe County.**

It shall be unlawful, while on any public road, street, or highway in unincorporated Oglethorpe County, except in the case of an emergency, for the operator of a motor vehicle to engage in Engine Braking which results in an Excessively Loud Noise.

4. **Violation and Penalties.**

A. Any person charged with violating the Oglethorpe County Engine Braking Ordinance shall be tried in the Magistrate Court of Oglethorpe County in accordance with the provisions of this Code. Prosecution for such violations shall be upon citation issued and served upon the accused violator by the Oglethorpe County Sheriff or his deputy.

B. Any person convicted of a violation of the Oglethorpe County Engine Braking Ordinance shall be punished by a fine of not more than $1,000.00 per offense or by imprisonment in the county jail for a period not to exceed six (6) months, or by both fine and imprisonment, as provided by O.C.G.A. § 15-10-60. Each act in violation of this Oglethorpe County Engine Braking Ordinance shall constitute a separate offense."

2.

This ordinance shall become effective immediately upon its approval by the Board of Commissioners of Oglethorpe County, Georgia.

3.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed or replaced, as applicable.

The requirement set forth in Section 3-206(9)(C)(4) of Chapter 3 of the Code of Oglethorpe County, Georgia, 2007 that proposed ordinances be read at two (2) consecutive meetings is hereby waived with respect to this ordinance.

SO ORDAINED this 7 day of September, 2021.

OGLETHORPE COUNTY BOARD OF COMMISSIONERS

Jay Paul

Jay Paul, Chairman

[SEAL]

ATTEST: Amy P. Forrester

Amy Forrester, County Clerk