



Hart County Board of June 10, 2025
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
05/27/2025 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
May Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Amendment to Chapter 46 Exemptions (3rd and Final Reading)
 - b) RFP Road Study
13. NEW BUSINESS
 - a) FY 26 Indigent Defense (Public Defender) Agreement and Budget Request
 - b) Surplus Transit Van
 - c) Credit for Experience Jail
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate
16. ADJOURNMENT



Hart County Board of May 27, 2025
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
05/13/2025 Regular Minutes
05/13/2025 Work Session Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
Mr. Matt Beasley
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Amendment to Chapter 46 Exemptions (2nd Reading)
 - b) Legacy Link FY2025 Addendum #2
 - c) GDOT SAP Grant (Safety Action Plan)
13. NEW BUSINESS
 - a) Clerk of Court Request for Converting Criminal files to the Catalis e-filing system
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate **REMOVED**
16. ADJOURNMENT

HART COUNTY BOARD OF COMMISSIONERS
MAY 27, 2025
6:00 P.M.

Hart County Board of Commissioners met May 27, 2025 at the Hart County Administrative and Emergency Services Center.

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

1. PRAYER

Prayer was offered by Chairman Sayer

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

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

5. APPROVE AGENDA

Commissioner Teasley moved to amend and approve the agenda to remove item 15) EXECUTIVE SESSION – Litigation-Personnel-Real Estate. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)

5/13/2025 Regular Minutes

5/13/2025 Work Session Minutes

Commissioner Teasley moved to approve the 5/13/2025 Regular Meeting minutes. Commissioner Bennett provided a second to the motion. The motion carried 5-0.

Commissioner Brown moved to approve the 5/13/2025 Work Session Minutes. Commissioner Dorsey provided a second to the motion. The motion carried 5-0.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES

Mr. Matt Beasley

Mr. Beasley addressed the Board concerning the name of the Mega Ramp. He shared how Mr. John A. Howard was involved with the Mega Ramp, the fishing tournaments, and the High School fishing team. He asked the Board to consider naming the Mega Ramp the John A Howard Multi Recreational Facility at the Gum Branch Mega Ramp.

Commissioner Dorsey moved to move forward with incorporating Mr. John Howard's name in the Mega Ramp name contingent on the approval of the City Council. Commissioner Brown provided a second to the motion. The motion carried 5-0.

8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS

None

9. COUNTY ADMINISTRATOR'S REPORT

None

10. CHAIRMAN'S REPORT

Chairman Sayer recognized veterans for their sacrifice for the freedoms we enjoy in this Country.

11. COMMISSIONERS' REPORTS

Commissioner Bennett also thanked those who lost their lives serving our Country.

Commissioner Teasley echoed the sentiments of Chairman Sayer and Commissioner Bennett; discussed putting the intersections of Mustang Field and Dean Brown on the next agenda.

Commissioner Brown commended the Chamber of Commerce for the events over the past weekend; echoed sentiments concerning Memorial Day.

Commissioner Dorsey recognized the Chamber of Commerce for a successful Cars and Guitars; echoed the previous Commissioners' comments on Memorial Day; acknowledged the EMS staff on the excellent service they provide our County.

12. OLD BUSINESS

a) Amendment to Chapter 46 Exemptions (2nd Reading)

Commissioner Dorsey moved to accept the 2nd reading of the Amendment to Chapter 46 Exemptions and approve the Amendment with the changes. Commissioner Teasley provided a second to the motion. The motion carried 5-0.

b) Legacy Link FY2025 Addendum #2

Commissioner Dorsey moved to approve the Legacy Link FY2025 Addendum #2. Commissioner Brown provided a second to the motion. The motion carried 5-0.

c) GDOT SAP Grant (Safety Action Plan)

Commissioner Dorsey moved to approve for County Administrator, Terrell Partain to move forward with the GDOT SAP Grant (Safety Action Plan). Commissioner Brown provided a second to the motion. The motion carried 5-0.

13. NEW BUSINESS

a) Clerk of Court Request for Converting Criminal files to the Catalis e-filing system

Commissioner Bennett moved to approve the Clerk of Court request for converting criminal files to the Catalis e-file system. The motion carried 5-0.

14. PUBLIC COMMENT

None

15. EXECUTIVE SESSION – Litigation – Personnel - Real Estate **REMOVED**

16. ADJOURNMENT

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

Marshall Sayer, Chairman

Lisa Evans, County Clerk

FY 2025 Budget Financial Dashboard

FY 2024 Budget Financial Dashboard									
	January	February	March	April	May	YTD	TARGET	GAP to TARGET	% GAP
Revenues	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366				
Expenditures	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366	\$1,476,366				
Actual Revenue	\$5,470,380	\$2,534,945	\$1,057,206	\$966,321	\$1,030,157	\$15,663,463	\$10,334,561	\$5,328,902	52%
Actual Expenses	\$1,502,650	\$1,576,094	\$1,431,711	\$1,814,575	\$1,131,139	\$11,688,224	\$10,334,561	\$1,353,664	-13%
Monthly Variance	\$3,967,730	\$958,851	-\$374,505	-\$848,254	-\$100,982	\$3,975,239		\$3,975,239	
YTD (Reserve Drawdown)	\$4,340,128	\$5,298,979	\$4,924,474	\$4,076,221	\$3,975,239				
Real Property (Target \$583K)	\$3,962,038	\$1,332,802	\$107,224	\$119,555	\$72,168	\$7,007,181	\$4,081,000	\$2,926,181	
LOST (Target \$343K)	\$387,318	\$365,309	\$323,778	\$360,884	\$369,722	\$2,996,975	\$2,401,000	\$595,975	
EMS Fees (Target \$95.8)	\$103,623	\$107,387	\$100,441	\$145,291	\$107,846	\$943,960	\$670,600	\$273,360	
Vehicle Title Fee (Target \$141K)	\$145,345	\$176,165	\$156,904	\$207,166	\$209,457	\$1,330,276	\$987,000	\$343,276	

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
June 6, 2025

RE: Item 12 A Amendment to Chapter 46 Exemptions (3rd and Final Reading)

Attached is the revision to subdivision ordinance from the second reading of the last meeting.

Amendment to Land Development Standards

Hart County Code of Ordinances

Chapter 46

NOW THEREFORE, the Board of Commissioners hereby amends said Ordinance by adding provisions and requirements regarding the subsection on "Exemptions" of Article 1 Section 46-4 so that the revised subsection reads as follows:

Chapter 46 - LAND DEVELOPMENT STANDARDS

ARTICLE I. - IN GENERAL

Sec. 46-4. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Terms not defined in this section shall have their customary dictionary definitions where not inconsistent with the context.

Administrative officer means the representative appointed by the board of commissioners being assigned any responsibility for administering any provisions this chapter. The office of the administrative officer shall act as staff to the board and shall be given full responsibility for receiving applications, fees and filings from developers and citizens and shall report to the board the status of various proposals and includes the County Administrator, any building inspector, any code enforcement officer, any public works director, and the road maintenance supervisor.

Board means the Hart County Georgia Board of Commissioners.

Developer (see subdivider definition below)

Flag lot means a lot which is connected by a private drive to a public, county, or private road, typically situated behind another lot that abuts the same public, county, or private road, and has less than one-hundred (100) feet of road frontage.

Lot means a portion or parcel of land separated from other portions of parcels by description as on a subdivision plat or record survey map or as described by metes and bounds, and intended for transfer of ownership or for building development. For the purpose of this chapter, the term does not include any portion of a dedicated right-of-way, or land subdivided to achieve a boundary and adjustment with adjoining property. Lots must not be irregular in shape and must contain few angles.

Governmental water system means a system for the provision to the public of piped water for human consumption. Such a system is owned and operated by a municipal, county government, or other legislatively enabled authority.

Non-public water system means a system for the provision to the public of piped water for human consumption. Such a system serves at least one individual but less individuals than the requirements of a public water system.

Plat means a drawing(s) prepared by a professional registered engineer or licensed registered surveyor describing the subdivision of land per this chapter. The plat may consist of multiple sheets and may contain multiple plans depending on the requirements of this chapter.

Plan means a drawing prepared by a registered professional engineer that describes some aspect of the subdivision required by this chapter. An example would be a soil erosion and sedimentation control plan that would describe the methods and procedures to control soil erosion and sedimentation during the construction or development phase.

Public water system means a system for the provision to the public of piped water for human consumption if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year as further defined by the Georgia Safe Drinking Water Act of 1977.

Shared Driveway: means a driveway which services two lots along their common border and is permissible provided a driveway sharing agreement is recorded in the public records.

Small Development means a subdivision of land resulting in ten (10) lots or less. For any subdivided property, no more than one small development may be allowed. Any other development or division of the property shall be subject to the appropriate land development provisions of this ordinance.

Street means a way for vehicular traffic, whether designated as an avenue, boulevard, road, highway, expressway, lane, alley, public easement or other way. The term does not include a private easement used as an access to land not accessible by other means and which serves no more than two separate lots or dwellings. For the purpose of this chapter, streets are divided into the following categories:

- (1) *Rural principal and minor arterial*, which are streets designated as such on the major thoroughfare plan of the county.
- (2) *Rural major and minor collector*, which are those streets serving travel of intra-county linking and rural arterial system.
- (3) *Rural local routes*, which are those streets used primarily for access to the abutting properties and serving minor travel demands.
- (4) *Alley*, which is a minor way used for service access to the back or side of properties otherwise abutting on a street.
- (5) *Cul-de-sac*, which is a residential street with only one outlet and a turnaround at or near the closed end, sometimes called a dead-end street.
- (6) *Marginal-access street*, which is a residential street parallel and adjacent to major thoroughfares and which provides access to abutting properties with protection from through traffic.
- (7) *Easement*, which is a private right of access to no more than two separate lots or dwellings.
- (8) *Public street/road*, which is a street with a 60' right-of-way used by the public but it is not part of the county road system.
- (9) *Private street/road*, which is a street with 60' right-of-way dedicated to a property owner(s) association, of the subdivision involved, or reserved in the name of the developer and not accepted or maintained by the county. A statement that such roads have specifically not been accepted by the county and are to be privately maintained shall be placed on the plat and instrument of transfer, deed, or sales contract. Private streets must meet the road construction requirements of this chapter.
- (10) *County road/street*, which is a road/street having a minimum 60' right-of-way feet and is dedicated to the county or which currently exists on the county road inventory, with or without a stated 60' right-of-way, and with a minimum of twenty (20) feet of pavement width.

Subdivider (also known as Developer) means the person, firm or corporation having full ownership interest in the land to be subdivided as will authorize the maintenance of proceedings to subdivide such land under this chapter, or the authorized agent of such person, firm or corporation for the purpose of proceeding under this chapter.

Subdivision means all division of a tract or parcel of land into three or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale or building development, and includes all

division of land involving a new street or a change in existing streets, and includes resubdivision and, where appropriate to the context, relates to the process of subdividing or to the land or area subdivided.

Subdivision of land shall be categorized in three (3) levels herein as follows:

LEVEL I SUBDIVISION: means the division of land into three (3) to six (6) lots/parcels to include the following requirements:

- (A) Each such parcel after division shall abut an existing county road or highway;
- (B) Each such lot/parcel after division shall have a minimum of three (3) acres per parcel;
- (C) Any driveway of each such divided parcel shall be a minimum of three hundred (300) feet from any other driveway on the same side of the roadway, as measured from the centerline of each driveway;
- (D) All driveways must meet minimum site distance requirements per the Georgia Department of Transportation Regulations for Driveway and Encroachment Control, with site distance based upon the posted speed limit of the roadway (which ranges from 335 feet at 30 mph to 610 feet at 55 mph);
- (E) All divided parcels must provide for and grant a right of way of thirty (30) feet from the centerline of the existing county or public road;
- (F) All divided lots shall have a minimum width of one-hundred fifty (150) feet road frontage if serviced by an individual well, or one-hundred (100) feet in width on a public water system.
- (G) All lots must meet health department regulations, and
- (H) All plats must be stamped as approved by the health department prior to submission to the county.
- (I) All Level I divisions of land require posting of a sign visible from the road right of way notifying the public that application has been made for subdivision of the land, together with publication in the legal organ of Hart County, Georgia to include a full legal description and tax map and parcel number for proper identification. The posting and publication shall occur for at least thirty (30) days prior to board approval.

LEVEL II SUBDIVISION: means the division of land up to fifty (50) lots per phase, to include the following requirements;

- (A) Each such parcel after division shall have a minimum acreage of three (3) acres up to 4.99 acres per lot;
- (B) Each such lot shall be accessed by an interior road built by the developer/subdivider to Georgia DOT specifications (see section 46-156 hereinbelow);
- (C) There shall be no more than two curb cuts onto an existing county road or state highway (see section 46-156 hereinbelow),
- (D) All driveways must meet minimum site distance requirements per the Georgia Department of Transportation Regulations for Driveway and Encroachment Control, with site distance based upon the posted speed limit of the roadway (which ranges from 335 feet at 30 mph to 610 feet at 55 mph);
- (E) Each such lot shall have a minimum of one hundred (100) feet of road frontage or forty (40) feet adjacent a cul de sac for a subdivision of one-story homes/dwellings/buildings and ninety (90) feet on a cul de sac for a subdivision of homes/dwellings/ with two or more stories above ground. In any event, a cul de sac shall not have less than a ninety (90) foot circumference;
- (F) All interior driveways must be staggered;
- (G) The subdivision must have an entrance sign displaying an approved subdivision name;

- (H) If a governmental water system is within one thousand (1,000) feet of any property line of the subdivision (as measured along road rights of way), the subdivision developer must obtain a letter of concurrence from the governmental water system (except in Small Developments which may be measured from the development entrance);
- (I) All Level II divisions of land shall have restrictive covenants imposed, said covenants to be uniform as to all such lots in the subdivision, and a master set of restrictive covenants shall be recorded in the public records of Hart County, Georgia.
- (J) All rules for Level I subdivisions not in conflict herewith apply to Level II subdivisions.

LEVEL III SUBDIVISION: means the division of land greater than five (5) acres up to 9.99 acres, to include the following requirements.

- (A) The survey of such divisions must either be approved by the health department or stamped by the county "not reviewed by Health Department" prior to recording.
- (B) All rules of Level I and Level II subdivisions not in conflict herewith shall remain applicable to Level III land divisions, except that posting and advertising are not required.

See also "Sec. 46-191. - Lot sizes and proportions" hereinbelow for Level I, II and III subdivisions of property.

EXEMPTIONS: The following are not included within these definitions and are otherwise exempt from this Ordinance:

- (1) The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this chapter.
- (2) The division of land into parcels of ten (10) acres or more where no new street or change in an existing street is involved.
- (3) One division of land into two total parcels, each parcel being of a minimum of one (1) acre or sufficient size and standards to meet the requirements of the health department, whichever is greater. The "land" referenced herein shall be delineated by its parent/original tax map and parcel number. A division of a parent/original tax map and parcel number, to include any newly created parcel number under this exemption, shall occur only once in a two (2) year period from the date of the division, regardless of a change in ownership.
- (4) A parcel of land that is divided into five or fewer parcels, each parcel being of sufficient size and standards to meet the requirements of the health department, and each parcel is either utilized as a home site for the personal use of the owner or deeded to a member of the owners' immediate family. For the purposes of this paragraph, immediate family is defined as the owners' spouse, mother, father, brother, sister, children, and/or grandchildren.
- (5) Divisions of land pursuant to assent or distribution to family members by Estates, provided said parcels meet Health Department requirements.
- (6) A violation of any subsection of these "Exemptions" can result in denial of plat approval as required for filing a plat of survey with the Clerk of Court, denial of a building permit, issuance of a citation, and/or the issuance of a stop work order.

Although such subdividing of land as described in (1), (2), (3), (4), and (5) above are not included in the subdivision of land categories, each such division shall be surveyed and the plat shall contain the following Note in a prominent fashion: "roads, streets, and easements shown on this plat that are not already county roads as of the plat date, will not be maintained by the county and will not be accepted in the future as county roads unless they are in compliance with county standards". A metes and bounds description alone, in the absence of a plat of survey, shall not be allowed to deed property to potentially circumvent these exemptions.

This Amendment shall be effective midnight _____, 2025. All other parts of said Ordinance, as amended, shall remain in full force and effect.

SO RESOLVED, in open and public meetings on the dates set forth below.

MARSHALL SAYER, Chairman

ATTEST:

County Clerk

1st Reading: May 13, 2025

2nd Reading: _____, 2025

3rd Reading: _____, 2025

Adopted on _____, 2025 by vote of ____ to ____.



MEMORANDUM

Terrell Partain,
County Administrator
June 6, 2025

RE: Item 12 B RFP Road Study

Attached is the draft RFP based on the motion and vote at the March 11, 2025, meeting. I sent this to you on 5/28/25 for your comments and suggestions. I have received some suggestions from Commissioner Dorey. The Board can discuss these and give me directions on how to proceed.

Based on the **March 11, 2025 meeting minutes** from the Hart County Board of Commissioners, a motion was unanimously approved to issue an RFP within 60 days for a:

"full comprehensive engineering study that would encompass a full pavement condition assessment, traffic engineering for intersections, public workshops, and long-range planning or modeling, a full comprehensive transportation and safety plan."

Below is a **completed draft RFP** tailored specifically for **Hart County** based on that motion:

REQUEST FOR PROPOSAL (RFP)

Comprehensive Road Engineering Study

RFP No.: HC-ENG-2025-001

Issue Date: May 28, 2025

Response Deadline: 3:30 P.M. on July 17, 2025

Issued By:

Hart County Board of Commissioners

800 Chandler Street

Hartwell, GA 30643

Contact: Terrell Partain, County Administrator

Email: tpartain@hartcountyga.gov

Phone: (706) 376-2024

1. Purpose

Hart County is seeking proposals from qualified and experienced engineering firms to conduct a comprehensive road engineering study. The goal is to assess current road and traffic conditions and develop a long-term transportation and safety improvement plan.

2. Scope of Work

The selected consultant will deliver a county-wide evaluation and plan that includes:

- **Pavement Condition Assessment**

Evaluate the structural and surface condition of county-maintained roads.

- **Traffic Engineering at Intersections**
Analyze major intersections for traffic flow, safety, and signalization needs.
 - **Public Workshops**
Organize and facilitate at least two public meetings for stakeholder and citizen input.
 - **Long-Range Planning and Modeling**
Use transportation planning models to forecast future demand and identify infrastructure priorities.
 - **Comprehensive Transportation and Safety Plan**
Include prioritized recommendations, cost estimates, safety improvements, and implementation timelines.
-

3. Deliverables

- Project Kickoff Meeting Summary
 - Field Data Collection Report
 - Draft and Final Pavement Condition Index (PCI) Map
 - Traffic and Intersection Study Report
 - Summary of Public Engagement Activities
 - Final Comprehensive Road Engineering Report (print + digital formats)
-

4. Proposal Format

Proposals must include the following sections:

1. **Cover Letter**
 2. **Firm Profile and Qualifications**
 3. **Experience with Similar Projects**
 4. **Proposed Methodology and Work Plan**
 5. **Key Personnel and Resumes**
 6. **Timeline and Milestones**
 7. **Cost Proposal (Detailed and Separated)**
 8. **References (Minimum 3)**
-

5. Evaluation Criteria

Criteria	Weight
Experience with similar studies	30%
Methodology and technical approach	25%
Qualifications of proposed team	20%

Criteria	Weight
Cost-effectiveness	15%
Timeline and work plan quality	10%

6. Submission Instructions

Submit proposals in hardcopy via mail, special delivery, or in person with the subject line: to Hart County Board of Commissioners, 800 Chandler St. Hartwell, GA 30643

"RFP HC-ENG-2025-001 – Road Engineering Study Proposal"

All proposals must be received by 3:30 P.M. on **July 17, 2025**. Late submissions will not be considered.

7. Questions and Clarifications

All questions must be submitted in writing to **Terrell Partain** at the email above by COB, **July 7, 2025**. Answers will be posted on the [Hart County Bids & Proposals website](#).

END of RFP



MEMORANDUM

Terrell Partain,
County Administrator
June

RE: Item 13 A FY 26 Indigent Defense (Public Defender) Agreement and Budget Request

Attached is the Public Defender's agreement and budget request for their FY 26 budget.

The requested amount for FY 26 and is approximately 5% increase from FY 25. The formula for the five counties in the circuit is based on case load for each county.

**INDIGENT DEFENSE AGREEMENT
AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHERN
JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT,
FRANKLIN, HART, MADISON, AND OGLETHORPE COUNTIES**

THIS AGREEMENT is entered into the 1st day of July 2025, among the Circuit Public Defender Office of the Northern Judicial Circuit (herein referred to as "the Public Defender Office"), the governing authority of Elbert County, a body politic and a subdivision of the State of Georgia (herein referred to as "Elbert County"), the governing authority of Franklin County, a body politic and a subdivision of the State of Georgia (herein referred to as "Franklin County"), the governing authority of Hart County, a body politic and a subdivision of the State of Georgia (herein referred to as "Hart County"), the governing authority of Madison County, a body politic and a subdivision of the State of Georgia (herein referred to as "Madison County"), and the governing authority of Oglethorpe County, a body politic and a subdivision of the State of Georgia (herein referred to as "Oglethorpe County"). Elbert, Franklin, Hart, Madison, and Oglethorpe Counties are herein referred to collectively as "the Counties." This agreement is effective July 1, 2025.

WITNESSETH

WHEREAS, the Public Defender Office and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which was effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-23 (c)(4), which was effective January 1, 2005, provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses

that may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-34, which was effective January 1, 2005, provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article I of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which was effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the Georgia Public Defender Standards Council in a letter dated March 5, 2004 has informed the Association County Commissioners of Georgia as follows:

"If through calendar year 2005 counties continue to fund indigent defense, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2004 or fiscal year 2005 planned budget if that budget has already been developed) for indigent defense and if as part of this support each county provides the space, equipment and operating expenses necessary to effectively operate the circuit public defender office beginning on January 1, 2005, the Standards Council's standards for case load and staffing adopted pursuant to O.C.G.A. § 17-12-8 will become effective on January 1, 2006," and

WHEREAS, the Counties are body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political consideration or private interests, to indigent defendants in

criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the counties;
- (2) The payment to the Public Defender office by the counties for additional assistant circuit public defenders and administrative assistants;
- (3) The payment by the Counties of their pro rata shares of the costs of the appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10.00) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY AND ADDITIONAL PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northern Judicial Circuit full time staff for a circuit public defender office consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical, or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment, or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2) and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in

Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL ASSISTANT PUBLIC DEFENDERS AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional Employees. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A for the additional personnel listed in said attachment. The Counties agree to the terms for payment provided in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 4% administrative fee payable to GPDC. The additional personnel employed by the Public Defender Office pursuant to this Section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the circuit public defender of the Northern Judicial Circuit. The parties agree that the employment of additional personnel employed by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement. The obligations herein are included in the total payments from Counties of \$527,885.00 as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties in excess of or addition to that set forth in Attachment A.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office Expenses. The Counties agree to pay their share of the budget provided in Attachment A, which is the budget for appropriate and necessary offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office of the Public Defender Office. Attachment A is incorporated into this agreement by reference. The obligations herein are included in the total payments from the Counties of \$75,500.00 as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties more than or in addition to that set forth in Attachment A.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and Expense Reimbursement. The Counties agree to provide travel

advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent that the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the Counties. The Counties shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

(RESERVED)

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 12 months beginning July 1, 2025 and ending June 30, 2026.

Section 6.02 Maintenance of Effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement in the amount set forth below, and as part of this support each county agrees to provide the space, equipment, and operating expenses necessary to effectively operate the circuit public defender office beginning July 1, 2025.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 6.04 Cooperation, Dispute Resolution and Jurisdiction.

- (a) The Public Defender Office and the Counties collectively and individually acknowledge that they are engaging in a new venture and that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, shall be governed by, and subject to an interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contact

actions against the state, departments and agencies of the state, and state authorities is the Superior County of Fulton County, Georgia. The Parties further acknowledge that Superior Court of Fulton Superior Court has a Court Sponsored Mediation Program which the parties agree to fully participate in should the need arise.

Section 6.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender, Amanda M. Grantham

461 Cook Street, Suite J, Royston, Georgia 30662

Elbert County (c/o its County Attorney)

Bill Daughtry, Attorney at Law, LLC, Post Office Box, 6267, Elberton, Georgia, 30635

Franklin County (c/o its County Attorney)

Bubba Samuels, The Samuels Law Firm, 50 South Alexander Street, Suite B, Buford, Georgia 30518

Hart County (c/o its County Attorney)

Kim Higginbotham, The Gordon Law Firm, Post Office Box 870, Hartwell, Georgia 30643

Madison County (c/o its County Attorney)

Michael Pruett, Hall, Booth, Smith, PC., 440 College Avenue, Suite 120, Athens, Georgia, 30601

Oglethorpe County (c/o its County Attorney)

Chris Atkinson, Atkinson/Ferguson, LLC, 118 Court Street Monroe, Georgia 30655

Section 6.06 Agreement Modification. This including all Attachments hereto, constitutes an agreement between the parties with respect to the entire subject of the agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination.

- (a) Due To Non-Availability of Funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in the State funds is conclusive. The certification by the person designated in Section 6.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.
- (b) For Cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
- (a) For Convenience.** The agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

- (b) **Post-Termination Obligations.** After termination of this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 6.08(b).

Section 6.08 Cooperation in Transition of Services.

- (a) **At the Beginning of the Agreement.** The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule of the State Bar of Georgia's ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.
- (b) **During or at the end of the Agreement.** The Public Defender Office agrees upon suspension, termination, or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-suspension, post-termination, or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives suspension, termination, or expiration of the agreement.
- (c) **Statutory Responsibility Continuation.** The Public Defender Office and the Counties acknowledge that both parties have responsibilities under the Indigent Defense Act of 2003 and the suspension, termination, or expiration of this agreement does not relieve responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated funds held by the parties revert back to the parties entitled to those funds within 30 days of termination of this agreement.

Section 6.10 Time. Time is of the essence.

**INDIGENT DEFENSE AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE
NORTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT, FRANKLIN,
HART, MADISON, AND OGLETHORPE COUNTIES**

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and
year first written above.

ATTEST:

ELBERT COUNTY

ATTEST:

FRANKLIN COUNTY

ATTEST:

HART COUNTY

ATTEST:

MADISON COUNTY

ATTEST:

OGLETHORPE COUNTY

ATTEST:

OFFICE OF THE PUBLIC DEFENDER

ATTEST: CONSENTED TO:

GEORGIA PUBLIC DEFENDER COUNCIL

ATTACHMENT A

FY 2026 INDIGENT DEFENSE PROPOSED BUDGET

The Counties agree to fund the Northern Circuit Public Defender's Office in the amount of \$603,385.00 for the 12 months from July 1, 2025, through June 30, 2026, as follows:

Elbert County	\$ 85,985.45
Franklin County	\$ 153,108.00
Hart County	\$ 144,060.05
Madison County	\$ 142,801.00
Oglethorpe County	\$ 78,441.50

The Counties agree to pay the above amounts into the Public Defender's account maintained by the Elbert County Clerk in 12 equal monthly installments as follows, due and payable the first of each month, beginning July 1, 2025.

Of the above funds, the Counties agree that \$527,885.13 is for personnel and funding salaries, benefits, administrative fees, and supplemental pay to meet minimum state salary requirements for five attorneys and two administrative assistants for the period from July 1, 2024, through June 30, 2025. Of the \$527,885.13, \$125,500.00 is local payroll. This portion of the budget is necessary to perform our statutory mandate of the Indigent Defense Act. Included in the request of \$603,385.00 are the Counties' pro rata shares of the operating expenses totaling \$75,500.00.

Elbert County will administer the budget, and therefore will submit these funds in monthly payments of \$50,283.00 to the Georgia Public Defender Council (GPDC). Installments are due to GPDC on the 15th of the preceding month beginning June 15, 2025. Installments will be paid directly to GPDC. The Public Defender's Office agrees to use these funds for the purpose of paying the salary and benefits for state contracted county reimbursed employees (five attorneys and two administrative assistants). These employees provide representation to indigent defendants in the Superior Courts and Juvenile delinquency and dependency proceedings in accordance with the Indigent Defender Act.

They will also provide representation to indigent defendants in the courts listed below in accordance with the following additional services provisions:

Definition. For the purposes of this agreement and this attachment the term "additional services" means services provided by the Public Defender's Office in addition to those services that the Public Defender's Office is required by the law to provide.

Additional Services. The Public Defender's Office agrees to provide, and the Counties agree to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 4% administrative fee. Any additional personnel employed by the Public Defender's Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender's Office agrees to provide the additional services provided for in this statement in a professional manner consistent with the standards adopted by Georgia Public Defender Council. In the event the Public Defender's Office's caseload reaches a size that prevents the Public Defender's Office from providing the additional services in a manner which meets the Council's standards, the Public Defender's Office may give the Counties 30 days written notice of its intent to suspend taking new additional service cases pursuant to this attachment. The Provisions of Section 6.08 shall apply during the period of the suspension. The Public Defender's Office shall give the Counties 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the Counties receive notice from the Public Defender's Office of its intent to lift the suspension, the Counties may elect to terminate its obligations under this attachment by giving the Public Defender's Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 6.08.

Additional Services. The Public Defender's Office agrees to provide the Counties' legal representation in the courts and areas listed below:

- (a) Juvenile Court of Elbert County. Representation of parents and/or children in child dependency cases.
- (b) Juvenile Court of Franklin County. Representation of parents and/or children in child dependency cases.
- (c) Juvenile Court of Hart County. Representation of parents and/or children in child dependency cases.
- (d) Juvenile Court of Madison County. Representation of parents and/or children in child dependency cases.
- (e) Juvenile Court of Oglethorpe County. Representation of parents and/or children in child dependency cases.

The Counties agree to pay the costs of providing legal representation by an attorney who is not an employee of the Public Defender's Office in Juvenile Court Dependency Proceedings where the Circuit Public Defender determines that there may be a conflict of interest in these cases.

Operating Expenses. Operating expenses of the Public Defender's Office are the responsibility of all counties. The proposed total operating expenses for the Public Defender's Office for Fiscal Year 2026 is \$75,500.00. Each counties' contribution to the daily operation of the Public Defender's Office is based on their portion of the population.

Source: World Population Review

Operating Expenses – Percentage of Population

Madison County – 33,673 (27%)	\$ 20,385.00
Hart County - 28,896 (23%)	\$ 17,365.00
Franklin County – 26,054 (21%)	\$ 15,855.00
Elbert County – 20,293 (16%)	\$ 12,080.00
Oglethorpe County – 16,200 (13%)	\$ 9,815.00
POPULATION TOTAL – 125,116	\$75,500.00



MEMORANDUM

Terrell Partain,
County Administrator
June

RE: Item 13 B Surplus Transit Van

Attached is the communication I received from GDOT concerning the possible purchase of the current van that was replaced this year by GDOT. I have spoken with the Maintenance Shop as to the condition and pricing of the van. Ed feels that based on the condition of the van, the asking price is very fair.

Under the latest GDOT rules the official transit van cannot be used for anything but transit passengers. The reasoning behind the purchase of this van is primarily for the Senior Center for their clients on their field trips and any other county use when this type of vehicle is needed.



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 8, 2025

SENT VIA EMAIL

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

RE: Surplus Replacement Vehicle FY24

Dear Mr. Partain:

The Georgia Department of Transportation would like to thank you for your support and participation in the FTA Section 5311 Rural Transit Program. The following vehicle has reached the end of its useful life and was replaced in FY24:

GDOT Vehicle ID No. 3275 – VIN# 1FDEE3FS3HDC35512 – 2017 FORD STARTRANS SENATOR WITH LIFT

The Department allows a 5311 subrecipient the option to retain the vehicle. If this option is chosen, the Department will relinquish the lien on the vehicle(s) listed above for the federal and state cost of the surplus value under the Bipartisan Infrastructure Law (BIL) as shown below on the attached. This offer is not transferable and must be exercised in writing within forty-five (45) days of the above date. If you wish to retain the vehicle, please submit a letter on official letterhead using the template attached. Once payment is received by the Department, the lien will be relinquished, and title mailed to the county.

The letter should be signed and notarized by an authorized representative with check made payable to Georgia Department of Transportation in the total amount based on pricing indicated for vehicle(s) retained. Please mail check to the GDOT P.O. Lockbox below. PLEASE do not mail to our physical address.

GDOT-Intermodal
PO Box 931831
Atlanta, GA 31193-1831

If you do not wish to retain the vehicle and want to surplus the vehicle at the GDOT District yard, please submit a letter on official letterhead indicating your wish to proceed with surplus. We have attached a sample letter for your convenience to indicate your choice of retention or surplus. Please send your notarized letter indicating your choice to:

Georgia Department of Transportation 600
W. Peachtree Street, N.W. 6th Floor Atlanta,
GA 30308

Attn: Lisa Greene, GDOT Transit Asset Manager

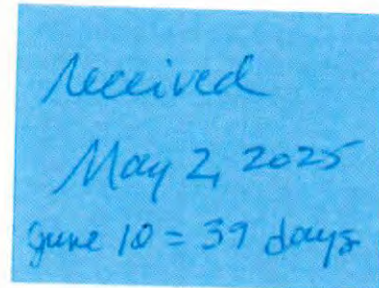
If the county fails to respond within the forty-five (45) day period, the vehicle will be surplus through the Department of Administrative Services (DOAS). If you have any questions or concerns, please contact Lisa Greene at (404) 631-1232 or lgreene@dot.ga.gov

Sincerely,

Patricia
Smith

Patricia Smith
Transit Program Manager

Digitally signed by
Patricia Smith
Date: 2025.04.24 18:28:07
-04'00'



Lisa Greene, GDOT Transit Asset Manager
600 W. Peachtree Street, N.W. – 6th Floor
Atlanta, GA 30308

Dear Ms. Greene:

Hart County would like to thank you for the support in the FTA Section 5311 Rural Transit Program. Hart County would like to exercise the options indicated below for each vehicle:

1. **Vehicle #3725 – 2017 FORD STARTRANS SENATOR VAN WITH LIFT** – Hart County wishes to send reimbursement in the amount of \$19,600.00. We are making our check payable to the Georgia Department of Transportation and ask to have the lien relinquished and title mailed to county upon receipt of payment.

_____ Yes, the County wishes to retain the vehicle noted above and will mail a check to the following address:

GDOT-
Intermodal PO
Box 931831
Atlanta, GA 31193-1831

_____ No, please proceed with the surplus of vehicle.

Sincerely,

Name of Authorized Representative, TITLE

SEAL:

Sworn to and subscribed before me

this ____ day of _____, 20____, in the presence of:

Notary Public

My Commission Expires: _____



MEMORANDUM

Terrell Partain,
County Administrator
June

RE: Item 13 C Credit for Experience Jail

Sheriff Carroll has requested a new hire Deputy / Jailer (Rapunzel Ware) to be given credit for experience 8 years' credit as a certified Deputy / Jailer. She began working May 28, 2025. The request is to make retroactive to hire date.